



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, August 17, 2023

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

- 1.** To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
- 2.** To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
- 3.** To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
- 4.** To make 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 2:00 p.m. on the day of the meeting.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	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 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.

7. PRESENTATIONS

**A. HOUSE OF THE MONTH AWARD FOR JUNE AND JULY 2023
(NEIGHBORHOOD IMPROVEMENT COMMISSIONER, RAMONA OLAETA-REED)**

B. BLUE ZONES PROJECT OF MONTEREY COUNTY (TANJA ROOS)

C. COVID-19 VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

**D. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR, DAN MEEWIS)**

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JULY 20 AND AUGUST 3, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 22, 2023 through June 2, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending April 28, 2023, May 12, 2023 and May 26, 2023. Total Accounts Payable and Payroll for the above referenced period is \$5,973,450.62.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 22, 2023 through June 2, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 28, 2023, May 12, 2023, and May 26, 2023. Total Accounts Payable and Payroll for the above referenced period is \$1,581.05.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS (SOCCER) CLUB

RECOMMENDATION: Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with competing in the NorCal Premier League.

E. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAAF & WHEELER FOR INCREASE IN VIDEO INSPECTION SERVICE FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$135,940.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional service agreement with SchAAF & Wheeler for increase in video inspection services for preparation of a Storm Drain Master Plan for an amount not to exceed \$135,940.00.

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR FERNANDO PARK IMPROVEMENTS PROJECT, APPROPRIATING \$16,562.25 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$143,707.50 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$158,078.25

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Fernando Parks Improvements Project; appropriating \$16,562.25 from the General Fund to the project budget; awarding a construction agreement to Kraemer Engineering, Inc. for an amount not to exceed \$143,707.50; establishing

a 10% construction contingency for a total construction agreement amount not to exceed of \$158,078.25; and 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 APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK PLAYGROUND REPLACEMENT PROJECT, AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$60,000.00 FOR THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$99,574.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$112,574.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Highland Otis Park Playground Replacement Project, authorizing a budget amendment of \$60,000.00 from the Park Master Plan Project, awarding a construction agreement to Kraemer Engineering Inc, for an amount not to exceed \$99,574.00 and a total project construction budget, including contingency, of \$112,574.00.

H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,492.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Harris & Associates Inc. to perform construction management and inspection services for the 2023 Hot Spot Pavement Repair Project for an amount not to exceed \$49,492.00.

I. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FERNANDO PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,070.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Fernando Park improvements Project for an amount not to exceed \$32,070.00.

J. RATIFY AN AGREEMENT TO ENTER INTO A CONTRACT WITH SLOAN SAKAI ATTORNEYS AT LAW FOR WORKPLACE INVESTIGATIONS SERVICES

RECOMMENDATION: Ratify an agreement allowing the Mayor to execute an agreement with Sloan Sakai Attorneys At Law, as of August 10, 2023, to supply workplace investigations.

9. BUSINESS ITEMS

A. CONSIDER APPROVAL OF THE ANNUAL BINGO LICENSE FOR THE YOUTH INCENTIVE PROGRAMS, INC.

RECOMMENDATION: Approve the application for the annual Bingo license for the Youth Incentive Programs, Inc. to conduct bingo games in the City of Seaside.

B. ADOPT A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION FIVE-YEAR PLAN

RECOMMENDATION: Adopt a resolution authorizing an amendment to the City's Permanent Local Housing Allocation Grant Program Five-Year Plan, as proposed.

C. RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS SCHEDULED FOR SATURDAY AUGUST 19, 2023

RECOMMENDATION: Receive report and provide further direction to staff as necessary.

D. APPROVE RESPONSE TO THE 2023 MONTEREY COUNTY CIVIL GRAND JURY REPORT, "THE REAL COST OF FIREWORKS"

RECOMMENDATION: Approve the prepared response as mandated by the Monterey County Civil Grand Jury report, "The Real Cost of Fireworks".

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

11. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR 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.

12. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency 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 54956.8

Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al
Negotiating Parties: Danny Bakewell Jr., et. al. and City of Seaside
Under Negotiation: Purchase and Sale Agreement Terms

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

Property: An approximately 5-acre site of the property commonly referred to as Main Gate (APN 031-151-013) generally located in the north-east corner bounded by Divarty and Second Avenue

Agency Negotiator: City Manager, et al.

Negotiating Parties: State of California Judicial Council and City of Seaside

Under Negotiation: Price, terms of payment or both

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Monterey County Superior Court

Case Number: 20CV003118

People v. Arzadon, Et. Al.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 7, 2023
5:00 p.m.

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

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

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



05/30/2023 13:04



2023/07/11
09:22



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, July 20, 2023
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 PM

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The Pledge of Allegiance was led by Mayor Pro-Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Steven Crow, Shelley, Mina, Peter Kaiser, Marilyn Mancini, Pastor Kenneth Murray, Michael

6. PUBLIC AGENCY COMMUNICATIONS

None

7. PRESENTATIONS

A. UPCOMING CITYWIDE EVENTS & COMMUNITY ANNOUNCEMENTS (RECREATION SUPERVISOR, KEE HYON HIGGINS)

Recreation Supervisor Higgins provided the following announcements:

- Farmer's Market, every Thursday from 3-7pm at Laguna Grande Park
- Salinas Valley Art Association Exhibit at Avery Gallery, July 10-August 31
- Sunday Blues in the Park at Laguna Grande Park, every Sunday in July and August 6 from 1-4:30pm
- Public Meeting listening session, July 26 from 5:30-7:30pm hosted by County of Monterey
- Grow with Google & Cal Coastal SBDC on August 3 at 10:00am
g.co/grow/Salinas
- Community Flea Market on August 5 from 9:30-1:00pm at Oldemeyer Center
- Monterey Peninsula Unified School District, Back to School Bash on July 22

- from 10-12pm at MLK School of the Arts
- Hot Car & Cool Nights on Broadway Avenue, June 30, July 28, August 25 & September 29
- Seaside Police Department, National Night Out on August 1 from 4-7pm at City Hall Lawn
- Seaside Car Week Events, August 14-19
- CalFresh Food benefits, www.getcalfresh.org
- Complimentary Childcare at Seaside Council Meetings, call Oldemeyer Center at 831-899-6800 48 hours in advance
- Family & Community Support Program, fcsprogram@ci.seaside.ca.us
- Friends of Seaside Parks, Park Clean Up dates: July 22, July 29, August 5
- Monterey Bay F.C. Home Games: July 29, August 5

Council/Agency Member Arrazola-Garcia asked staff to double check Spanish translation to make sure it's accurate.

8. **CONSENT AGENDA**

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor moved to approve the Consent Agenda as presented.

There were no comments from the public.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JULY 6, 2023

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY FOR COST ASSOCIATED WITH A THREE-DAY "SUSTAINABLE ADVENTURES: EXPLORING NATIONAL PARKS" CAMPING TRIP FOR YOUTH

ACTION: APPROVED

E. ADOPT A RESOLUTION AUTHORIZING A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$137,046.00

ACTION: ADOPTED RESO #23-113

F. ADOPT A RESOLUTION APPROVING \$51,500.00 FOR THE PURCHASE OF A TURF SWEEPER FROM EKA FOR USE BY THE MAINTENANCE AND UTILITIES DIVISION

ACTION: ADOPTED RESO #23-114

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING A GRANT APPLICATION FOR REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT FUNDS ADMINISTERED THROUGH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY FOR THE COE AVENUE AND GENERAL JIM MOORE BOULEVARD AND SEASIDE MIDDLE SCHOOL INTERSECTION IMPROVEMENTS PROJECT

Assistant Public Works Director, Carolyn Burk presented the project that provides improvements to the Coe Avenue and General Jim Moore Blvd intersection at Seaside Middle School. Coe Avenue at General Jim Moore was including in the 2020 Intersection Evaluation Study (ICE). The intersection was chosen due to the complaints of traffic congestion. The Coe and Seaside Middle School intersection also was evaluated due to the close proximity to General Jim Moore Blvd. The ICE study evaluated both intersections based upon life cycle costs and performance measures such as safety, delay, operations, and maintenance, and initial capital costs. The RSTP Grant application is requesting \$955,000 for environmental review, public outreach, and design. The construction is estimated to cost \$4,331,000. This grant does not require the matching of City funds.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor moved to adopt the resolution and approve the grant application for the Regional Surface Transportation Program.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-115

B. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITY HALL AND LIBRARY PARKING LOT REPAVING PROJECT, APPROPRIATING \$73,785.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$519,365.00 AND TOTAL CONSTRUCTION COST INCLUDING CONTINGENCY OF \$597,270.00

Assistant Public Works Director, Carolyn Burk presented the project that was approved as part of the Fiscal Year 2022/23 CIP project list, and is being carried over to the Fiscal Year 2023/24 budget and CIP project list. The proposed improvements include the removal of existing asphalt paving, the abandonment of a damaged sanitary sewer line, the installation and rerouting of a new sanitary sewer line, new asphalt paving, the installation and/or repair of curbs, and new ADA paths of travel.

PUBLIC COMMENT: Bobby Maxwell, Dianne Nielson

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, the City Council/Successor Agency moved to adopt a resolution approving the plans and specifications for the City Hall and Library Parking Lot repaving project.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-116

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Discuss and consider that if an application to paint a curb is approved based on public benefit and safety, the fee will be refunded if the City Council approves the request as per public benefit and safety to residents and community. If the Council denies the application, it will remain with the City. (Pacheco)

Mayor Pro-Tem/Vice-Chair Pacheco provided a presentation providing further details of his request. The Council agreed to hear the item at the next meeting.

2. Discuss and consider that if the application is approved by the City Council for

purposes of public benefit and safety, there will be no fee assessed to the applicant for the painting of the red curb. (Pacheco)

Mayor Pro-Tem/Vice-Chair Pacheco provided a presentation providing further details of his request. The Council agreed to hear the item at the next meeting.

3. Discuss traffic mitigation Monterey Road. (Miller)

Council/Agency Member Miller discussed his proposed item and provided further details of his request. The Council agreed to hear the item at a future meeting.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes provided follow up information regarding the Lobbyist RFP, the progress staff is making on resolving the Canadian Geese waste, and responded to questions from the Council regarding the frequency in which the grass areas are cleaned.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read into closed session items and did not anticipate anything to report.

There were no comments from the public.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9- POTENTIAL LITIGATION (2 MATTERS)

Upon returning from closed session, City Attorney Damon did not have any action to report.

13. ADJOURNMENT

With no further business, the meeting adjourned at 7:08 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 3, 2023
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

City Manager Fontes advised the council that item 8M would be pulled from consideration on the agenda. (Item 8M - Adopt a resolution authorizing the City Manager to enter into a contract with Sloan Sakai Attorneys at Law for legal and investigation services in an amount not to exceed \$100,000.00)

City Attorney Sheri Damon asked that Closed Session items 12E and 12F proceed after public comment.

5. PUBLIC COMMENT

Lynda Cunningham, Mr. Durant, Candice Thomas, Ray Riordian, Susan Schiavone

Mayor/Chair Oglesby adjourned the meeting into Closed Session for items 12E & 12F. City Attorney Damon read the closed session items and did not anticipate a report of any action. There were no comments from the public.

Upon return from Closed Session at 6:10 p.m., City Attorney Damon did not have any action to report.

6. PUBLIC AGENCY COMMUNICATIONS

City Clerk Dominique Davis provided an announcement on behalf of Congressman Jimmy Panetta office regarding the "Pact Act" and the upcoming deadline for veterans to apply for benefits and be eligible for backdated benefits to August 10, 2022.

7. PRESENTATIONS

A. PUBLIC SAFETY 4TH OF JULY AFTER ACTION REPORT (POLICE COMMANDER JUSTIN PASCONE, POLICE CHIEF BORGES AND FIRE CHIEF GUTIERREZ)

The presentation provided an overview of historical operation of the public safety departments for 4th of July activities and enforcement in the City. The detail for July 4, 2023 was reviewed, and Commander Pascone reported that 68 citations were issued and 73 pounds of fireworks were confiscated. The overtime expenses for police and fire departments totaled \$35,224.20. Police Chief Borges provided recommendations for 2024 that included:

- Include Parking Enforcement team on 4th
- Increase number of drones deployed
- Recommend Safe and Sane zones
- Pass out fliers to problematic areas earlier
- Recommend NO PARKING signs/curbs in Gen Jim Blvd
- Host community meeting to get community feedback
- Fire & Police community education (dangers/consequences)

B. RECEIVE AN UPDATE ON THE SHORT-TERM RENTAL (STR) PROGRAM (ADMINISTRATIVE ANALYST II, HAROON NOORI)

The presentation provided background on the STR program and the changes that have been implemented since November 2022. The implementation timeline was reviewed with 13 hosted and 86 non-hosted STR licenses renewed within the application window from May 11, 2023 to June 30, 2023. Administrative Analyst Noori reported that the City has issued 90 non-hosted STR, and 44 potentially illegal short-term rentals have been identified and correspondence was sent out on August 2. The program is continually being improved with efforts underway to enhance coordination with Code Enforcement and Police Department.

C. UPCOMING CITYWIDE EVENTS & COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

- Seaside Farmer's Market – Every Thursday from 3-7pm at Laguna Grande Park
- City Hall & Library Parking Lot Repaving Project – August 21-September 20
- Seaside ADU Loan Program - Interested homeowners are encouraged to visit www.ci.seaside.ca.us/805/ADU-Loan-Program
- Community Flea Market – August 5 at Oldemeyer Center 9:30-1pm
- Sunday Blues in the Park – August 6 at 1pm
- Older Adults Program - Luau Dance – August 17 at Oldemeyer Center
- Seaside Car Week – August 14-19:
 - Porsche Monterey Classic – 1781 Del Monte Blvd. – August 14, 2023
 - Concours d'Lemons – August 19
 - Concours d'Italiano – August 19 at Bayonet Blackhorse Golf Course
 - Exotics on Broadway – August 19 – 1-6pm
 - Hot Cars Cool Nights – July 30, July 28, August 25, September 29
- C.H.A.M.P Mentoring Program, informational session on August 26 at 10-12pm at

- Oldemeyer Center
- Oaxaca by the Sea, September 23 from 6-7:30pm
- CalFresh Food Program, www.getcalfresh.org
- Complimentary childcare at City Council Meetings, call 831-899-6800 48 hours in advance
- Family and Community Support Program, fcsprogram@ci.seaside.ca.us
- Friends of Seaside Parks, Park Clean Up dates: August 5, August 12, August 19
- Monterey Bay F.C. Home Games: August 5, August 26

8. CONSENT AGENDA

The following items were pulled from the Consent Agenda to allow questions and discussion: 8F (Oglesby), 8I (Miller), 8J (Karla Lobo), and 8L (Pacheco).

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor Agency moved to approve the Consent Agenda except for items 8F, 8I, 8J, and 8L.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

C. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2023

ACTION: ACCEPTED & FILED

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR SUMMER PROGRAM

ACTION: APPROVED

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM WORLD OUTREACH SERVICES, INC. FOR YOUTH FINANCIAL LITERACY PROGRAM

ACTION: APPROVED

F. ACCEPT DONATION FROM FORMER POLICE CHIEF, ANTHONY SOLLECITO, OF REPLICA SEASIDE PD 1970 "MERCURY MONTEREY" POLICE CAR TO BE USED BY POLICE DEPARTMENT FOR COMMUNITY OUTREACH

Police Chief Nick Borges provided a presentation and with Mayor Oglesby presented a gift of appreciation to Former Police Chief Anthony Sollecito for his donation of the vehicle.

There were no comments from the public.

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency Member Garica-Arrazola, the City Council/Successor Agency moved to accept the donation of a replica, 1970 Mercury Monterey Seaside Police vehicle.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ACCEPTED

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00

ACTION: ADOPTED RESO #23-117

H. APPROVE A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS BASEBALL TEAM FOR THE USE OF SOPER FIELD AND CUTINO PARK

ACTION: APPROVED

I. ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN \$85,000 REGIONAL EARLY ACTION PLANNING GRANT APPLICATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR HOUSING RELATED PROJECTS

Housing Program Manager, Alexia Rapoport responded to questions from the Council and provided an overview of the REAP grant application process.

There were no comments from the public.

On motion by Council/Agency member Miller and second by Mayor Pro-Tem/Vice Chair Pacheco, the City Council/Successor Agency moved to adopt a resolution authorizing the submittal of an \$85,000 REAP grant application.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-118

J. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD TWO HUMAN RESOURCES CONFIDENTIAL SPECIALISTS AND DELETE ONE SENIOR ADMINISTRATIVE ASSISTANT-CONFIDENTIAL AND ONE ADMINISTRATIVE ASSISTANT IN THE HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT

Human Resources Director, Sandra Floyd responded to questions from Karla Lobo regarding the number of positions being eliminated and the salary associated with the proposed positions.

There were no comments from the public.

On motion by Council/Agency member Garcia-Arrazola and second by Council/Agency Member Miller, the City Council/Successor Agency moved to adopt a resolution authorizing modification to the position control list.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-119

K. ADOPT A RESOLUTION AUTHORIZING THE WAIVER OF MUNICIPAL CODE SECTION 6.04.010 DOG LICENSING FEE FOR UP TO 50 PARTICIPANTS IN THE MICROCHIP CLINIC EVENT ON SATURDAY, AUGUST 26, 2023

ACTION: ADOPTED RESO #23-120

L. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO DENY AN ADDITIONAL DRIVEWAY ON KENNETH AVENUE

Assistant Public Works Director, Carolyn Burk responded to questions from the Council.

PUBLIC COMMENT: Ray Riordan

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency member Garcia-Arrazola, the City Council/Successor Agency moved to approve the TAC recommendation and deny an additional driveway on Kenneth Avenue.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: APPROVED DENIAL TO ADD ADDITIONAL DRIVEWAY ON KENNETH AVENUE

M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SLOAN SAKAI ATTORNEYS AT LAW FOR LEGAL AND INVESTIGATION SERVICES IN THE AMOUNT NOT TO EXCEED \$100,000.00

This item was pulled from the agenda and was not considered.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT AND APPROVING A CONSTRUCTION CONTRACT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$455,613.00 AND A TOTAL PROJECT CONSTRUCTION COST, INCLUDING 10% CONTINGENCY, OF \$501,174.00

Assistant Public Works Director, Carolyn Burk introduced the item and consultant Joe Ririe, PEI, Inc. Mr. Ririe provided a pavement management program review and responded to questions from the Council.

PUBLIC COMMENT: Lynda Cunningham

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor Agency moved to adopt a resolution approving the plans and specifications for the 2023 Hot Spot pavement repair project.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-121

B. RECEIVE AND FILE REPORT TO CONSIDER WAIVING TRAFFIC ADVISORY COMMITTEE (TAC) APPLICATION FEES FOR REQUESTS TO PAINT A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

Mayor Pro-Tem/Vice Chair Pacheco provided a presentation and Assistant PW Director Burk was available for questions.

There were no comments from the public.

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Mayor Oglesby, the City Council/Successor Agency moved to approve the waiving of TAC application fees for requests to paint a red curb if approved based on public benefit and safety.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

C. RECEIVE AND FILE REPORT TO CONSIDER WAIVING FEES FOR PAINTING A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

Mayor Pro-Tem/Vice Chair Pacheco provided a presentation and Assistant PW Director Burk was available for questions.

There were no comments from the public.

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Mayor Oglesby, the City Council/Successor Agency moved to approve the waiving of work intensive fees for requests to paint a red curb if approved based on public benefit and safety.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

D. RECEIVE AND FILE REPORT TO CONSIDER OPTIONS FOR TRAFFIC MITIGATION ON MONTEREY ROAD AND PROVIDE FURTHER STAFF DIRECTION

Council/Agency Member Miller provided further details to his request and Assistant PW Director Burk responded to questions from the Council.

PUBLIC COMMENT: Lois Duepre, Allan Groves, Camille Groves

On motion by Council/Agency Miller and second by Mayor Oglesby, the City Council/Successor Agency moved to direct staff to follow up with a more in depth analysis at a future meeting.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes reported the lobbyist RFP was released.

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

Reports provided.

12. CLOSED SESSION

City Attorney Damon read the closed sessions items and did not anticipate a report out.

PUBLIC COMMENT: Karla Lobo

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

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

No action to report.

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

No action to report.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9- POTENTIAL LITIGATION (2 MATTERS)

No action to report.

E. EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957:

No action to report.

F. EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957:

No action to report.

Upon return from Closed Session, there was no action to report.

13. ADJOURNMENT

With no further business, the meeting adjourned in honor of Ms. Chester McClair 100th birthday at 11:21 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: August 17, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 22, 2023 through June 2, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending April 28, 2023, May 12, 2023 and May 26, 2023. Total Accounts Payable and Payroll for the above referenced period is \$5,973,450.62.

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:

- \$13,289.00 to Bear Electrical Solutions for Routine traffic signal & response maintenance services for the period of March 2023.
- \$18,513.69 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 3/21/23-4/25/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city

- affordable housing.
- \$69,326.25 to Chrisp Company for Plans for School Area Reduced Speed Zones Project for the period of April 2023.
 - \$28,751.98 to Disaster Kleenup Specialists, Inc. for Emergency Water Mitigation Services.
 - \$18,699.04 to Disaster Kleenup Specialists, Inc. for Clean-up services for encampment sites on 12/29/22, 1/18/23, 2/3/23, 2/9/23 & 4/26/23.
 - \$16,608.27 to Duke's Root Control, Inc. for SCSD supplies: 8,721 ft 6" sewer pipe.
 - \$24,969.90 to Gemma Systems for Sophos 1-year protection & support; Microsoft 1-year license; Groupwise renewal; Network support services for the period of April 2023.
 - \$81,912.79 to Granite Rock Company for Construction services for Cutino Park Improvement Part 2, Phase 1 through April 18, 2023.
 - \$12,924.25 to Harris & Associates, Inc. for February 2023 services for Noche Buena Emergency Storm Drain repair; March 2023 services for Campus Town Phase I & Phase II demolition; March 2023 services for Del Monte Manor LID Support; March 2023 SCSD professional services for Fremont, Broadway, & Ortiz project.
 - \$27,330.00 to Hexagon Transportation Consultants, Inc. for Professional services for VMT analysis & evacuation study through October 28, 2022.
 - \$36,287.94 to Hinderliter, de Llamas & Associates for Prof. contract/audit services for the period of Quarter 4-2022.
 - \$10,920.00 to Hope Services for Maintenance services for the period of April 2023.
 - \$32,493.59 to Huntington Public Capital Corp. for Quarterly lease contract payment for Vactor and Patch Trucks for the period of 5/8/23-8/7/23; Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations.
 - \$69,065.97 to Kimley-Horn & Associates, Inc. for Professional services for the Broadway Streets Corridor project through March 2023.
 - \$42,164.19 to Marina Coast Water District for Recycled water meter services for the period of 3/31/23-4/27/23.
 - \$10,338.90 to Michael Baker International for CDBG Administration Services for the periods ending 2/26/23 & 4/2/23.
 - \$25,165.50 to Monterey Co. Convention & Visitor's Bureau for Jurisdiction Improvement Investment for FY2022-23 Quarter 4.
 - \$18,363.51 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of March 2023 for the 13 Seaside motels/hotels.
 - \$35,236.75 to Monterey Co. Sheriff-Coroner for Criminal Justice Information System for the quarter ending 3/31/2023.
 - \$26,338.66 to Monterey Peninsula Engineering for SCSD Prof. services for Fremont, Broadway, Ortiz sewer upgrade through January 2023.

- \$175,450.24 to Pape' Machinery for Equipment purchase: (1) John Deere Backhoe Loader.
- \$37,717.50 to Parametrix, Inc. for Professional evaluation services for traffic calming plan for the mile-long Hilby Avenue corridor through April 1, 2023; On-call transportation planning services through April 1, 2023; Engineering design & construction documentation for the Ord Terrace Elementary School Traffic Safety Improvement Project through April 1, 2023.
- \$50,356.49 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of May 2023.
- \$30,539.50 to Raimi & Associates, Inc. for Services for the Seaside General Plan for the period of January 2023.
- \$18,610.75 to Raimi & Associates, Inc. for Services for the Seaside General Plan for the period of December 2022.
- \$33,829.90 to Randazzo Enterprises Inc. for Fort Ord Demolition Phase 1A project services through January 30, 2023.
- \$22,191.84 to Rincon Consultants, Inc. for Professional services (CEQA) for Fire Station 2 plan review for the period of April 2023.
- \$38,397.35 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project through April 19, 2023.
- \$37,545.30 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project through May 18, 2023.
- \$27,262.50 to Schaaf & Wheeler, Consulting Civil Engineer for Professional engineering support services for the period of March 2023; Watermaster Plan project services for the period of March 2023.
- \$14,055.00 to Schaaf & Wheeler, Consulting Civil Engineer for Professional engineering support services for the period of April 2023; Watermaster Plan project services for the period of April 2023.
- \$10,742.75 to Sturdy Oil Company for 2,100 gallons of regular gas (ethanol) and 600 gallons of clear diesel delivered to the public works department on 5/2/23.
- \$11,392.05 to The Home Depot Pro for Cleaning supplies for the Recreation Department.
- \$18,865.00 to The Sohagi Law Group for Professional legal services for Petrovich Development & KB Bakewell Venture for the period of March 2023.
- \$25,000.00 to The Village Project, Inc. for Community Social Services grant reimbursement request for the period of 1/1/23-3/31/23.
- \$53,242.51 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of April 2023.
- \$10,150.00 to Vista Environmental Consulting, Inc. for Campus Town Hazardous Materials Removal services for the period of 1/10/23-4/21/23.
- \$16,000.00 to Voler Strategic Advisors, Inc. for Strategic Communications Support services for the period between April-May 2023.
- \$16,000.00 to Voler Strategic Advisors, Inc. for Strategic Communications Support services for the period of December 2022.
- \$30,590.62 to Wallace Group for Ellis & Cutino (Part 2 Phase 1) Park

Improvement services for the period of March 2023; March 2023 services for Campus Town Water Augmentation Study; March 2023 services for American Tire Development Review; March 2023 services for American Legion Plan Review; March 2023 services for the Fire Station Upgrade; March 2023 services for Del Monte Manor Park Sewer Upgrades; March 2023 Well easement map check review services.

- \$164,294.84 to Webster Bank-Loan Ops for Debt service payment for 2022 equipment lease: Fire Engine & Street Sweeper.
- \$29,311.30 to Whitson Engineers for Professional plan review for San Pablo Pedestrian Bridge services for the period of March 2023; Cutino Park Improvements for the periods of February & March 2023; Del Monte Manor LID Project for the period of March 2023; Fernando Park Playground Improvements for the periods of February & March 2023; Lincoln-Cunningham & Havanna-Soliz Parks Review services for the periods of February & March 2023.
- \$23,073.43 to Whitson Engineers for Professional plan review for San Pablo Pedestrian Bridge services for the period of April 2023; Cutino Park Improvements for the period of April 2023; Fernando Park Playground Improvements for the period of April 2023; Lincoln-Cunningham & Havanna-Soliz Parks Review services for the period of April 2023; City Hall, Library & Police Department parking lot improvement services for the period of April 2023.

The Net Payroll and Payroll benefits total was \$3,206,319.41.

The remaining checks, totaling \$1,253,812.16, 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>

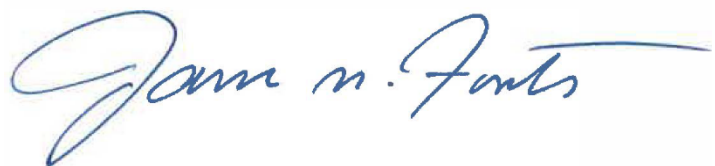
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

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

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: August 17, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 22, 2023 through June 2, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 28, 2023, May 12, 2023, and May 26, 2023. Total Accounts Payable and Payroll for the above referenced period is \$1,581.05.

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.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 17, 2023

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM MONTEREY CONDORS (SOCCER) CLUB**

RECOMMENDATION

Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with competing in the NorCal Premier League.

BACKGROUND

Monterey Condors Club is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the cost associated with competing in the NorCal Premier League representing Seaside. The season runs from August 2023 through November 2023. In addition, if they win the premier league, they will have the opportunity to compete in the National Premier Level in the Fall of 2024.

Monterey Condors Club is a nonprofit multisport club with the mission of becoming a pillar to the youth of Monterey County. They are dedicated to supporting the youth in achieving their goals by providing education and training through their athletic programs and clinics. Their athletic program has a diverse group of athletes of all profiles, origin, age, gender and competitive levels. Monterey Condors Club collects all the trash on the fields and benches after each practice game. While promoting the importance of recycling, cleanup, and "green" healthy environment, they will be practicing at David Cutino Park and having their games there if the field is available. They will be mentoring kids to help the planet by doing so and teaching them soccer.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Monterey Condors Club has provided documentation showing that they serve a majority of Seaside residents. Monterey Condors Club

received their last donation at the August 04, 2022 City Council meeting. They submitted their 2022 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account (601-2106) is \$20,349.43. If the City Council approves this request, the balance will drop to \$17,349.43. This is for the fiscal year 2023/24.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council Meeting.

ATTACHMENTS

1. MYF Monterey Condors Club 2023
 2. W-9 Monterey Condors Club 2023
 3. 501 (c)(3) Monterey Condors Club
 4. Mayor's Youth Fund Closing Report - Monterey Condors Club 2022
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...
Date: 7/17/2023 9:58 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- *Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.*
- *Description of other methods being used to raise funds and/or other contributors.*
- *An explanation of how the group, activity, or event will benefit Seaside youth.*
- *Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.*

- *How this request will provide a municipal benefit (ie., benefit the community).*

- *Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.*

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- *Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.*

- *Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.*

- *Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.*

- *Contributions are only paid to organizations, such as non-profit groups and schools.*

- *Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)*

- *Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.*

- *How this request will provide a municipal benefit (ie., benefit the community).*

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- *Individuals - 25% of the total cost of the activity (not to exceed \$1,000)*

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization	Monterey Condors Club
Name	Marco Pulido
Email Address	condorsclubacademysoccer@gmail.com
Address	1121 Military Ave
City	Seaside
State	CA
Zip Code	93955
Phone Number	8315942214
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	66%

Number of Participants	250
Ages of Participants	13 and 17
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Our kids are going to compete/play in the State Premier level with NorCal Premier League representing Seaside. The season is going to start in August 2023 and ends in November 2023. In addition, if these groups win they will compete State Premier Champions for Spring 2024. If they win they will represent Seaside in the National Premier Level for Fall 2024. We are requesting funding to minimize the cost of registration to low income residents. Fields cost and travel expenses takes a large portion of the club's expenditures.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	While promoting the importance of recycling, cleanup and "green" healthy environment we will be practicing at David Cutino Park in Seaside and having our games if the field is available. We will be mentoring kids to help the planet by doing so and teaching them soccer and have good grates at their schools. Funds will be use to pay for fields cost, recycling bags and reduce registrations for low income kids in Seaside.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Selling raffles tickets to help low income kids and planning of selling fireworks next year 2024.
Total Amount Requested:	3,000
I agree.	

Electronic Signature
Agreement

Electronic Signature Marco Pulido

Date 7/17/2023

Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Monterey Condors Club	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1713	Requester's name and address (optional)
6 City, state, and ZIP code Salinas CA 93902	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
B	1			-	8	5	2	0 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 6/21/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 20 2017

MONTEREY CONDORS CLUB
PO BOX 415
MONTEREY, CA 93942

Employer Identification Number:

81-4852061

DLN:

17053123334017

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

April 7, 2017

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

MONTEREY CONDORS CLUB

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 8/5/22

Name of Organization: Monterey Condors Club

Contact: Marco Pulido

Address: 1121 Military Ave Seaside, CA 93955

Email/Phone: (831) 594-2214 cpampulido@gmail.com

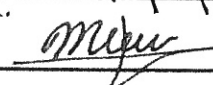
Amount of Donation Received: \$ 3000.00

What Items were purchased with Mayor's Youth Fund Donation:

State Cup Cost, Field Wage and other league fees

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

Monterey Condors Club collected all the trash on the fields and benches after our practice games we hosted a recycling event this year promoting "green" sustainability to insure a healthy environment.

Signature: 

Date: 10/1/22

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: August 17, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAAF & WHEELER FOR INCREASE IN VIDEO INSPECTION SERVICE FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$135,940.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional service agreement with Schaaf & Wheeler for increase in video inspection services for preparation of a Storm Drain Master Plan for an amount not to exceed \$135,940.00.

BACKGROUND

On April 6, 2023, the City Council authorized a professional services agreement (PSA) with Schaaf & Wheeler to provide a Storm Drain Master Plan for an amount not to exceed \$193,000.00. The study scope included visual inspection of all storm drain inlets, video inspection of up to 10% of the City storm drain pipelines, modeling of the City storm drain system and preparation of a summary report including capital project recommendations.

Due to recent sink holes occurring where storm drain pipelines have failed, City staff would like to have more of the existing storm drain pipelines inspected to assess their condition. Schaaf & Wheeler provided a proposal to video inspect all of the pipelines except 8" and 12" pipes (approximately 35% of the storm drain network) and include an assessment in the report, totaling \$135,940.00. Any remaining pipe that is not video inspected but the camera view from the utility hole or inlet identifies that the pipe needs further inspection, then we will add it at a later date, but it would require additional budget to be added to the project and the PSA. City staff has reviewed

Schaaf & Wheeler proposal for the amendment, and agrees with their scope and fee.

FISCAL IMPACT

If the proposed amendment to the PSA of \$134,950.00 with Schaaf and Wheeler for development of a Storm Drain Master Plan is approved by the City Council, the revised total agreement amount with Schaaf and Wheeler will be \$347,240.00.

The approved budget for the Storm Drain Master Plan on account 271-8910-9967 is \$350,000.00. This item is a request for authorization to sign a contract that will fall within the approved budget.

ATTACHMENTS

1. Resolution
 2. Amendment 1 with Proposal
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO INCREASE VIDEO INSPECTION SERVICES FOR THE STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$134,950.00

WHEREAS, ON April 6, 2023, the City Council approved a professional services agreement with Schaaf & Wheeler to prepare a Storm Drain Master Plan, with a not to exceed budget of \$193,000.00 and a 10% budget contingency of \$19,300.00; and,

WHEREAS, the original Storm Drain Master Plan proposal included video inspection of up to 10% of the City's storm drain pipelines; and,

WHEREAS, Staff requested that a majority of the City storm drain pipelines be video inspected to assess their condition; and,

WHEREAS, Schaaf & Wheeler submitted a proposal in the amount of \$134,950.00 to add additional video inspection so that approximately 65% of the storm drain system is inspected; and,

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

WHEREAS, there are sufficient funds in the capital projects budget to cover the additional budget request.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby adopt a resolution to authorize the City Manager to execute an Amendment to the Professional Services Agreement with Schaaf & Wheeler to increase video inspection services for the Storm Drain Master Plan for an amount not to exceed \$134,950.00 and a total agreement amount of \$347,240.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August, 2023, 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 AGREEMENT NO. 23-072
City of Seaside

Date: August 17, 2023

Change Requested by: X City/District Consultant

Contract Date

04/14/2023

Project Name

Storm Drain Master Plan

To (Consultant): Schaaf & Wheeler, Consulting Civil Engineers, 3 Quail Run Circle, Suite 101, Salinas, CA 93907

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 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 "C" 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
\$193,000.00	\$0	\$134, 950.00	\$347,240.00.
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
14 Months	June 30, 2024	0 days	June 30, 2024

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES AGREEMENT NO. 23-072
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	7/29/23
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Andrew A. Sterbenz, PE Vice President	07/31/2023
Signature	Name and Title	Date

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

June 26, 2023

City of Seaside, Public Works Department
Attn: Ms. Nisha Patel, PE
440 Harcourt Avenue
Seaside, CA 93955

Subject: Proposal for Additional Storm Drain Master Inspection

Dear Nisha:

This proposal is for additional inspection services for the **City of Seaside Storm Drain Master Plan**. Our original scope included 10 inspection days by Presidio Systems, which would cover approximately 17,000 LF of storm drain pipe. At the City's request, we propose adding 30 more inspection days, covering approximately 60,000 LF of pipe. This should cover all storm drain mains 18-inch and larger. Smaller pipes are typically catch basin to manhole connections, and will be assessed with the adjacent catch basin.

Our revised scope of work for Task 2.2 and fee estimate are attached. The additional effort will take about 6 weeks of field effort, but should not impact the overall schedule. Our estimated not-to-exceed fee for the added inspection is \$135,940.

We thank you for this opportunity to propose services for the **City of Seaside Storm Drain Master Plan**. Should you need any further information, please contact me at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President

EXHIBIT A

SCOPE OF SERVICES

Additional inspection for the Storm Drain Master Plan (SDMP) for the City of Seaside.

Task 1 - Data Collection

No change.

Task 2 - Existing Facilities Field Survey and Inventory

Task 2.1 - Facility Inventory

No change.

Task 2.2 – Condition Assessment

Using the CCTV and pole-mounted camera data Schaaf & Wheeler will rate each drainage element using the NASSCO ranking system. Locations with considerable sediment or damages will be identified along with improvement recommendations.

Schaaf & Wheeler will subcontract with Presidio Systems, Inc. to televise the majority of the City's public drainage networks, pipes and culverts larger than 12-inches, within the City. We are budgeting for an additional thirty (30) days of inspection (40 total) and estimate and additional 60,000 linear feet (77,000 linear-feet total) of pipe will be inspected. Presidio Systems will not be taking field measurements. Beach/ocean outfalls will be inspected by a NASCO certified engineer from Schaaf & Wheeler. All safety gear and confined space entry expenses are included in this scope and fee.

Data will be collected in POSM format and linked to the GIS data. Locations with blockages or severe sedimentation will be cleaned as directed by City staff.

Task 2.3- Acquire and Review Outside Data

No change.

Task 3 - Watershed Hydrology Development

No change.

Task 4 - Drainage System Hydraulic Modeling/Alternatives Analysis

No change.

Task 5 - Capital Improvement Plan Development

No change.

Task 6 – Storm Drainage Master Plan Document

No change.

Task 7 - Administration and Project Management

No change.

EXHIBIT C

This Schedule of Performance establishes the milestones for commencement and completion of the Tasks for Basic Services as specified in Exhibit A, Scope of Services.

TASK #	TASK DESCRIPTION	DURATION
1	Data Collection	3 weeks after Notice to Proceed for this Task
2	Existing Facilities Field Survey and Inventory	14 weeks after Notice to Proceed for this Task
3	Watershed Hydrology Development	12 weeks after Notice to Proceed for this Task
4	Drainage System Hydraulic Modeling/Alternatives Analysis	18 weeks after Notice to Proceed for this Task
5	Capital Improvement Plan Development	24 weeks after Notice to Proceed for this Task
6	Storm Drainage Master Plan Document	30 weeks after Notice to Proceed for this Task
7	Administration and Project Management	30 weeks after Notice to Proceed for this Task

EXHIBIT B

City of Seaside Public Works Department Storm Drain Master Plan Update Additional Services Schaaf & Wheeler CONSULTING CIVIL ENGINEERS Date: June 26, 2023		Schedule of Hours and Rates by Task						
		Schaaf & Wheeler				S&W Subtotal	Sub Consultants	Total
		Project Manager	Associate Engineer	Assistant Engineer	Junior Engineer			
Task #	Tasks	Hourly Rate	\$275	\$210	\$195	\$175		
Task 1	Data Collection and Analysis		0	0	0	0	\$ -	\$ -
1.1	Kick-Off Meeting						\$ -	\$ -
1.2	Review & Compile Existing Watershed & Drainage Facility Data						\$ -	\$ -
Task 2	Existing Facilities Field Survey and Inventory		0	4	80	4	\$ 17,140	\$118,800
2.1	Facility Inventory						\$ -	\$ -
2.2	Condition Assessment			4	80	4	\$ 17,140	\$118,800
2.3	Acquire Outside Data						\$ -	\$ -
Task 3	Watershed Hydrology Development		0	0	0	0	\$ -	\$ -
3.1	QA/QC Available Data and Delineate Existing Watershed Characteristics						\$ -	\$ -
3.2	Model Selection and Hydrologic Methodology Development						\$ -	\$ -
Task 4	Drainage System Hydraulic Modeling/Alternatives Analysis		0	0	0	0	\$ -	\$ -
4.1	Existing Municipal Storm Drain - Hydraulic Model Preparation						\$ -	\$ -
4.2	Deficiency Removal and Alternatives Formulation /Feasibility Analysis						\$ -	\$ -
Task 5	Capital Improvement Plan Development		0	0	0	0	\$ -	\$ -
5.1	Identification of Recommended Improvements						\$ -	\$ -
5.2	Implementation Program						\$ -	\$ -
5.3	Preliminary Drainage Facilities Quantity and Construction Cost Estimate						\$ -	\$ -
Task 6	Storm Drain Master Plan Development		0	0	0	0	\$ -	\$ -
6.1	Draft SDMP						\$ -	\$ -
6.2	Final SDMP						\$ -	\$ -
6.3	Final Drainage Exhibits/Maps						\$ -	\$ -
Task 7	Administration and Project Management		0	0	0	0	\$ -	\$ -
7.1	Project Management, Billings, Meetings and Coordination						\$ -	\$ -
7.2	QA/QC*						\$ -	\$ -
	Direct Project Expenses							\$ -
	TOTAL		0	4	80	4	\$ 17,140	\$118,800
* Some time for QA/QC is included in Project Manager time for other tasks								
							Original contract total:	\$192,390
							Total with this amendment:	\$328,330

Reimbursable Expenses. Eligible reimbursable expenses shall be billed to the City at actual cost with a 10% markup.

Billing Requirements. This scope and fee is an estimate for each task. Some tasks will take more effort and some less. Schaaf & Wheeler will not invoice the City for more than the not-to-exceed amount of \$193,000 without written approval.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: August 17, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR FERNANDO PARK IMPROVEMENTS PROJECT, APPROPRIATING \$16,562.25 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$143,707.50 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$158,078.25

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Fernando Parks Improvements Project; appropriating \$16,562.25 from the General Fund to the project budget; awarding a construction agreement to Kraemer Engineering, Inc. for an amount not to exceed \$143,707.50; establishing a 10% construction contingency for a total construction agreement amount not to exceed of \$158,078.25; and 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

Fernando Park is located at Fernando Street between Mingo Avenue and San Pablo Avenue. The Fernando Park improvements Project will involve earthwork and grading, play equipment, an accessible picnic table with bench, hand sanitation station, wood chip play surfacing, an accessible ramp, rock wall, concrete curbs, and a concrete walkway.

The design was completed and the project was released for construction bids on July 6, 2023. The plans and specifications as edited by bid addendums are attached. Bids were

received from five contractors on July 27, 2023 as follows:

Contractors	Bid
RCH Construction	\$281,778.00
Kraemer Engineering	\$143,707.50
Monterey Peninsula Engineering	\$172,265.00
The Don Chapin Company	\$215,000.00
Angkor Engineering	\$103,583.14

Based upon an evaluation of bid documents received, Angkor Engineering was disqualified because they did not sign some required bid documents, and Kraemer Engineering, Inc. was found to be the lowest responsive and responsible bidder, with a total bid of \$143,707.50. Kraemer Engineering, Inc. has satisfactorily completed similar construction projects in the Monterey Bay and Santa Cruz areas as Fernando Park Improvements Project. Staff recommends a construction agreement for this project be awarded to Kraemer Engineering, Inc.

The proposed construction agreement with Kraemer Engineering, Inc. would be for a not to exceed amount of \$143,707.50. In addition, a construction agreement contingency of 10%, or \$14,370.75 is required for expenses from unforeseeable issues that arise during construction. The engineer's estimate without construction contingency for construction of the project was \$118,100.00.

Other expenses that have already been approved for the Fernando Park Improvements Project are a Professional Services Agreement (PSA) for an amount up to \$50,000.00 with Whitson Engineers for design and design services during construction. Engineering will also need \$5,000.00 set aside for public notifications and other project related costs, and \$32,070.00 for construction management and inspection services. With the mentioned costs and the construction cost, the total costs for the project amount to \$251,562.25.

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 park and involves negligible or no expansion of use.

FISCAL IMPACT

The current project budget in account no. 342-8910-9582 is \$235,000.00. The additional budget required to deliver the project is \$16,562.25 and is proposed to be paid from the general fund's unallocated balance.

ATTACHMENTS

1. Resolution
 2. Construction Agreement - Fernando Park
 3. Construction Plans
 4. Construction Specifications
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR FERNANDO PARK IMPROVEMENTS PROJECT, APPROPRIATING \$16,562.25 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$143,707.50 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 10% CONTINGENCY OF \$158,078.25

WHEREAS, the Fernando Park Improvements Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2023-2024 annual budget; and

WHEREAS, Whitson Engineers completed design in July 2023; and

WHEREAS, the proposed improvements include earthwork, play equipment, wood chip play surfacing, and accessible ramp, rock wall, concrete curbs, and walkway.

WHEREAS, on July 6, 2023, the project was released for construction bids, and on July 27, 2023, one bid was received from Kraemer Engineering, Inc.; and

WHEREAS, Kraemer Engineering, Inc. was determined to be the lowest responsive and responsible bid in the amount of \$143,707.50; and

WHEREAS, an additional amount of \$14,370.75 contingency, approximately 10% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Kraemer Engineering, Inc. has satisfactorily completed similar construction projects as Fernando Park Improvements in the Monterey Bay and Santa Cruz areas; and

WHEREAS, the other current expenses of the project include design, design services during construction, construction management, inspection, materials testing, and public notifications which amount to \$93,484.00; and

WHEREAS, based upon the services necessary for the Project, an additional budget of \$16,562.25 is needed for the project for a total project budget of \$251,562.25; and

WHEREAS, the current total fiscal year 2023/24 budget for Fernando Park (account no. 342-8910-9582) is \$235,000.00, not including encumbrances; and

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA since the project repairs and performs minor upgrades to the existing park and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Fernando Park Improvements Project dated July 2023; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council appropriates \$16,562.25 from the General Fund to the Project; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Kraemer Engineering, Inc. for an amount not to exceed of \$143,707.50; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$158,078.25.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August, 2023, 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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **17th** day of **August, 2023**, by and between **Kraemer Engineering, Inc.** whose place of business is located at **223 Harrison Rd., Space K1. Salinas, CA 93907** ("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 **17th day of August, 2023** awarded to Contractor the following Contract:

CONTRACT NUMBER 342-8910-9582

**Fernando Park Improvements
located at
Fernando Street between Mingo Avenue and San Pablo Avenue in Seaside, California 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **50 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. <<**DESIGNER**>> 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 **four hundred dollars and zero cents (\$400.00)** for each 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 **four hundred dollars and zero cents (\$400.00)** for each 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	Drawing List
Document 00 5100	Notice of Award
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 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
General Requirements	Document 01 1100 through 01 7700
Document 31 2213	Earthwork
Document 31 1117	Demolition
Document 31 2333	Trenching
Document 32 1123	Aggregate Base Course
Document 32 1314	Concrete Paving
Appendices	

- 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: _____
Jaime M. Fontes
City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

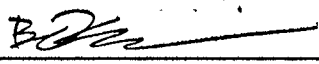
TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

Kraemer Engineering, Inc
 (Firm/Company Name)

Re: **Fernando Park Improvements** located at **Fernando Street between Mingo Avenue and San Pablo Avenue**, Seaside, California 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
No. 1	July 24, 2023	

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:



ADDENDUM No.1

For

Fernando Park Improvements

July 24, 2023

Addendum No. 1 is being issued for revisions to Project Manual and Plans and to provide responses to inquiries and clarifications related to the Fernando Park Improvements project.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

CLARIFICATIONS

1. Engineer's estimate: \$118,100
 2. Anticipated project start date: early September
 3. On Plan Sheet C2.1, Item No. 4 "Play equipment furnished and installed (NIC)", is supposed to be installed by others, likely Ross Recreation. Also on Plan Sheet C2.1, Item No. 5 "Furnish and Install Play Equipment, S.L.D. is supposed to be installed by the contractor who will construct the Fernando Park Improvements project or his subcontractor, and it will be paid by bid item no. 14 in the specifications.
 4. Bid schedule-item #15 has an allowance of \$2000. Please enter that in the for that item.
-

REVISIONS

Make the following revisions to Document 00 7200 7 General Conditions

REMOVE 6.06 A Contractor's Site Office in its entirety

~~Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.~~

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6838 or by email to pwinfo@ci.seaside.ca.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nisha Patel', written over a horizontal line.

Nisha Patel
Public Works Director/City Engineer

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	1	LS	\$5,250.00	\$5,250.00
2	Temporary Traffic Control	1	LS	\$4,416.00	\$4,416.00
3	Temporary Tree and Plant Protection	1	LS	\$1,965.00	\$1,965.00
4	Construction Staking	1	LS	\$4,500.00 \$6,500.00	\$4,500.00 \$6,500.00
5	Temporary Water Pollution Control	1	LS	\$2,250.00	\$2,250.00
6	Demolition	1	LS	\$15,684.00	\$15,684.00
7	Earthwork	1	LS	\$24,147.00	\$24,147.00
8	18" Rock Wall	14	LF	\$1,142.00	\$1,142.00
9	12"-Wide Concrete Curb (Play Area)	105	LF	\$130.00	\$13,650.00
10	Concrete Pedestrian Pavement	875	SF	\$18.50	\$16,187.50
11	Access Ramp (Play Area)	1	EA	\$4,382.00	\$4,382.00
12	32"-Tall CMU Retaining Wall	28	LF	\$278.00	\$7,700.00
13	Resilient Surfacing (Engineered Wood Fiber)	83	CY	\$85.00	\$7,055.00
14	Play Equipment	1	LS	\$12,900.00	\$12,900.00
15	Modify Irrigation System (Allowance)	1	LS	\$2,000.00	\$2,000.00
16	Mulch	7	CY	\$514.00	\$3,633.00
TOTAL					148,707.50
The TOTAL BASE BID AMOUNT described in words is:					
One hundred forty three thousand Seven hundred Seven and					
fifty cents and /100 DOLLARS)					

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: Kraemer Engineering, Inc.

licensed in accordance with an act for the registration of Contractors, and with license

number: 1079470 Expiration: 8/31/25

(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.

B. J. Kraemer

(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:

223 Harrison Rd, Sparks K1
Salinas, CA 93907

Contractor's Representative(s):

Kimberly Kraemer CEO
(Name/Title)

Braden Kraemer COO
(Name/Title)

Desiree Jarvis Admin Assistant
(Name/Title)

Officers Authorized to Sign Contracts

Kimberly Kraemer CEO
(Name/Title)

Braden Kraemer COO
(Name/Title)

(Name/Title)

Telephone Number(s):

831-206-2183 (Office)
(Area Code) (Number)

408-355-5592 (Braden)
(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

7/27/23

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned
Kraemer Engineering, Inc.

(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 Ten Percent of Bid Amount Dollars (\$ 10%) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal Total Bid Amount'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 Fernando Park Improvements located at Fernando Street between Mingo Avenue and San Pablo Avenue in Seaside, California 93955.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 25th day of July, 2023.
 (Month)

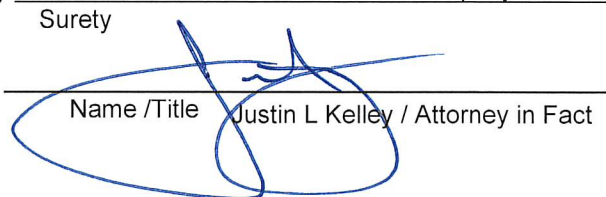
(Corporate Seal)

By Kraemer Engineering, Inc.

Principal


 Name /Title Braden Kraemer / President
By Western National Mutual Insurance Company

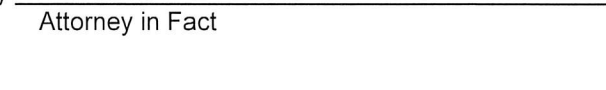
Surety


 Name /Title Justin L Kelley / Attorney in Fact

(Corporate Seal)

By See Above

Attorney in Fact


 Name /Title

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Justin L. Kelley , White Lion Bonding & Insurance Services (9915)**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (**other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds**), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



Jon R. Hebeisen, Secretary

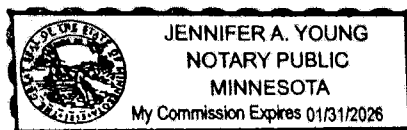




Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.





Signed and sealed at the City of Edina, MN this 25th day of July, 2023

Jennifer A. Young, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

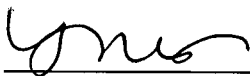
On July 25, 2023 before me, LINDSEY WOLLER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JUSTIN L KELLEY,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

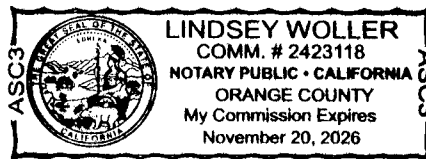
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 # 1079470

Date: 7/24/23 Fed I.D. # 82-3307249

Full Corporate Name of Company: Kraemer Engineering, Inc.

Street Address: 223 Harrison Rd. Space K1
Salinas, CA 93907

Mailing Address: Same as Street address

Phone: 831-206-2183 Fax: _____

Name of Principal Contact: Braden Kraemer

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

INSURANCE

Workers' Compensation:

Carrier: State Compensation Insurance Fund

Address: P.O. Box 8198 Pleasanton, CA 94588

Phone and Fax: 888-782-8338

Policy Number: 9262370-22

General Liability:

Carrier: Gemini Insurance Company

Address: 1233 E. Butcherus Dr. Scottsdale, AZ 85260

Phone and Fax: 480-951-0905

Policy Number: VEGP029310
Policy Limits: \$ 1,000,000 Occurrence
A.M. Best Rating: A+ (Superior)

Automobile Liability:

Carrier: United Financial Casualty Company
Address: P.O. Box 59490 Cleveland, OH 44101
Phone and Fax: 440-461-5600
Policy Number: 04340350-3
Policy Limits: \$ 1,000,000 CSL
A.M. Best Rating: A+ (Superior)

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

Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____
A.M. Best Rating: _____

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

Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____
A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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



SIGNATURE

7/27/23

DATE

SAFETY EXPERIENCE

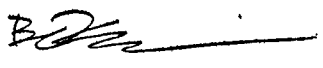
The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.
 [20_] DNA [20_] DNA [20_] DNA
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 0
 - b. Number of medical treatment cases 0
 - c. Number of fatalities 0
3. Employee hours worked last year _____
4. State the name of Bidder's safety engineer/manager: Braden Kraemer

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: COO
 Title

Date 7/27/23

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 (\$)
ROSS Recreation Equipment 100 Brush Creek Rd, Suite 206 Santa Rosa, CA 95404	Install Playground Equipment	520752	1000003500	\$12,234.83
Kier + Wright 2850 Collier Canyon Rd Livermore, CA 94551	Survey	N/A	1000005105	\$6,500.00

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

Subcontractors List

00 4330 - 1

City of Seaside

FERNANDO PARK IMPROVEMENTS

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 A – General Engineering" or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least two (2) 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 five years, completed one (1) park improvement project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder's Bid.
- D. Bidder must demonstrate experienced installer certified by the manufacturer of the playground equipment to perform this 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. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. 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.

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: Kraemer Engineering Inc
 Owner of Company: Kimberly Kraemer Braden Kraemer
 Contact Person: Braden Kraemer
 Address: 223 Harrison Rd Space K1 Salinas, CA 93907
 Phone: 831-206-2183 Fax: _____
 Address: 223 Harrison Rd Space K1 Salinas, CA 93907
 Department of Industrial Relations (DIR) Registration No.: 1000816166

PART A: GENERAL INFORMATION

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

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

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

**PART B: 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 two 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
Torre Ave Library Book Drop off Project City of Cupertino	\$51,347.27	2022	Braden Kraemer	marlon Aumentado City of Cupertino 408-777-3354	Braden Kraemer
Oak Street Sidewalk, Curbs, and Cutters City of Paso Robles	\$25,827.75	2021	Braden Kraemer	Braden Kraemer	Braden Kraemer
Recycling Center Concrete Floor Upgrade 2022 (E40K611) City of Santa Cruz	\$51,895.13	2022	Braden Kraemer	Braden Kraemer	Braden Kraemer

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: Braden Kraemer

Project Superintendent: Victor Santana

Project Scheduler: Braden Kraemer

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: La Mesa Elementary School - Modular Building 10
 Location: 1 La Mesa Way - Monterey, CA 93940
 Owner: Monterey Peninsula Unified School District
 Owner Contact (name and phone): Ryan Altemeyer 831-645-1269
 Architect/Engineer: Derivi Castellanos Architects 408-320-4871
 Architect/Engineer Contact (name and phone number): Unknown
 Const. Mgr. or Project Mgr. (name and phone number): MAH Mersich 707-860-2858
 Description of Project, Scope of Work Performed: Site demo, Grading,
Building Pads
 Total Construction Cost: \$143,130.00
 Total Change Order Amount: \$23,254.00
 Did Change Orders exceed 10% of original contract sum? yes If yes, please explain on separate sheet.
 Original Scheduled Date of Completion: April 2023
 Time Extensions Granted (number of Days): No time extension
 Actual Date of Completion: 4/27/23
 Number of Stop Notices filed by Subcontractors or Suppliers: None
2. Project Name: Republic Service Transfer Station - Salinas
 Location: 1120 Madison Lane, Salinas, CA
 Owner: Republic Services Corporate Headquarters 480-627-2700
 Owner Contact (name and phone): Republic Services Corporate Headquarters 480-627-2700
 Architect/Engineer: Larson Design Group
 Architect/Engineer Contact (name and phone number): 570-323-6603
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: Demo, Structural Concrete,
Paving, and Earthwork

Total Construction Cost: \$833,928.32Total Change Order Amount: NoneDid Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet.Original Scheduled Date of Completion: Oct 2022Time Extensions Granted (number of Days): NoneActual Date of Completion: Oct 2022Number of Stop Notices filed by Subcontractors or Suppliers: None3. Project Name: San Juan Grade Rd Slope Repair at MP 8.63Location: San Juan Grade Road MP 8.63Owner: Monterey County - Public Works, Facilities and ParksOwner Contact (name and phone): Kyle Oyama 831-755-5090Architect/Engineer: County of Monterey Public works, Facilities and Parks Roads and BridgesArchitect/Engineer Contact (name and phone number): Kyle Oyama 831-755-5090Const. Mgr. or Project Mgr. (name and phone number): Kyle Oyama 831-755-5090Description of Project, Scope of Work Performed: Slope repair and roadwayDaving, installation of block wall system, and drainage systemTotal Construction Cost: 243,005.66Total Change Order Amount: 10,595.66Did Change Orders exceed 10% of original contract sum? NO If yes, please explain on separate sheet.Original Scheduled Date of Completion: Jan 2023Time Extensions Granted (number of Days): NoneActual Date of Completion: 1/23/23Number of Stop Notices filed by Subcontractors or Suppliers: None

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

SIGNATURE

COO

TITLE

La mesa Elementary School - modular Building 10

Extra work including installing isolation valve on existing FW line, installation of rain water leader laterals and connect into existing storm drain, excavating and grading.

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)

COUNTY OF) ss.

Desiree Jarvis, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is Admin Assistant
(Office of Affiant)
of Kraemer Engineering, Inc., 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:

Kraemer Engineering, Inc.
(Name of Bidder)

(Signature of Principal)
(Signature of Principal)

Desiree Jarvis Admin Assistant
(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)

See Attached
Acknowledgment

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

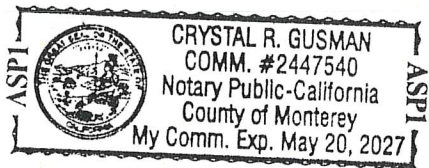
Subscribed and sworn to (or affirmed) before me on

this 27th day of July, 2023, by
Date Month Year

(1) Desiree Jarvis

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

- 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.

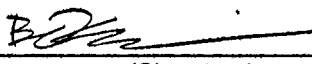
6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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:

Date: 7/27/23

Kraemer Engineering, Inc.
(Name of Bidder)

By: 
(Signature)

Name: Braden Kraemer
(Print Name)

Its: CEO
(Title)

END OF DOCUMENT



CITY OF SEASIDE MONTEREY COUNTY, CALIFORNIA

FERNANDO PARK IMPROVEMENTS

SHEET INDEX

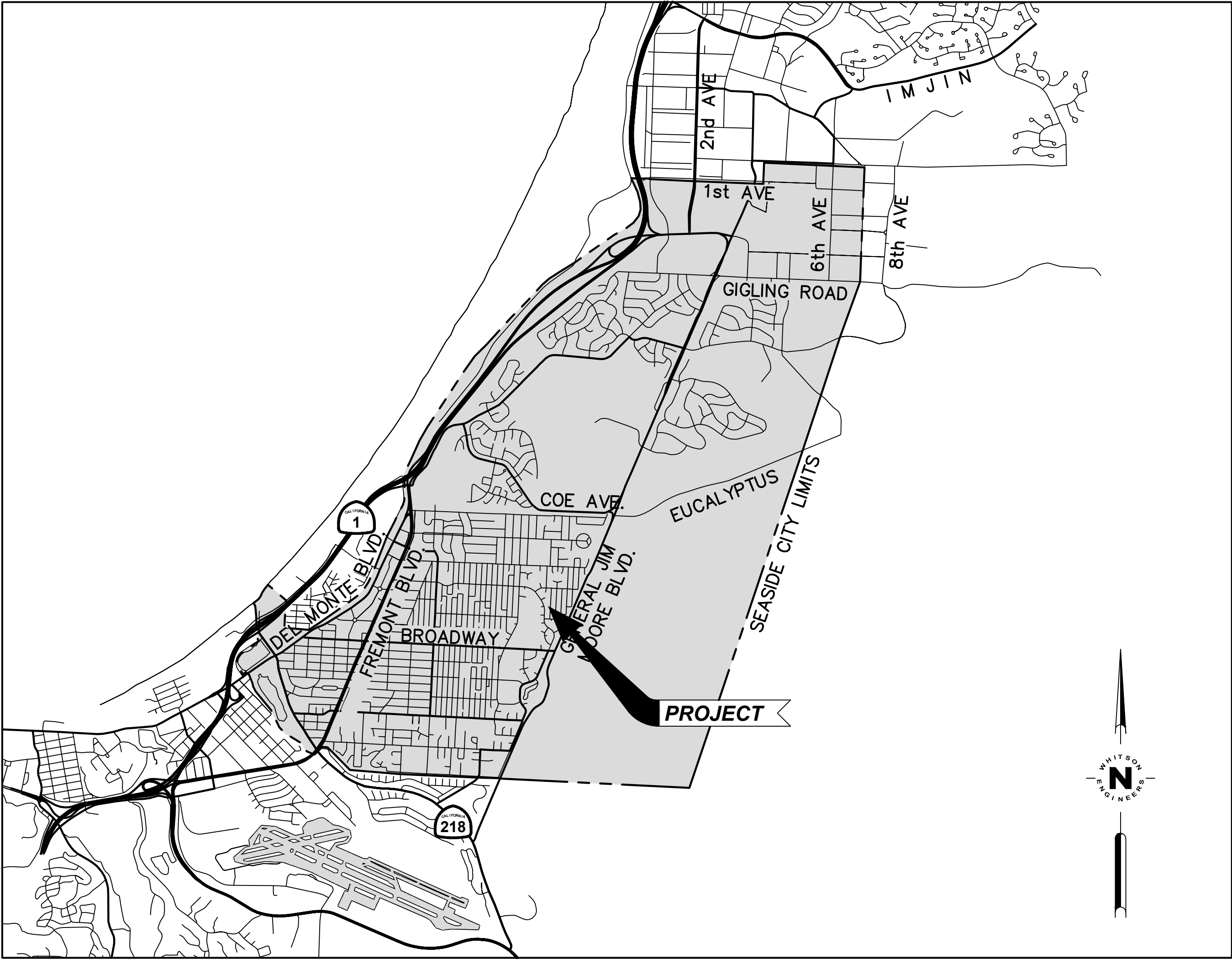
1.	TITLE SHEET	C0.1
2.	CIVIL NOTES AND LEGENDS	C0.2
3.	DEMOLITION PLAN	C1.1
4.	CONSTRUCTION PLAN	C2.1
5.	EROSION & SEDIMENT CONTROL	C3.1
6.	CIVIL DETAILS	C4.1
7.	SITE PLAN	L-1.0
8.	LAYOUT PLAN	L-2.0
9.	CONSTRUCTION DETAILS	L-3.0
10.	TECHNICAL SPECIFICATIONS	L-4.0
11.	TECHNICAL SPECIFICATIONS	L-4.1
12.	TECHNICAL SPECIFICATIONS	L-4.2



UNDERGROUND SERVICE ALERT:

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE OR THE PROPOSED CONSTRUCTION.

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-800-642-2444 OR 811.



PROJECT LOCATION MAP

SCALE: 1" = 5000'

EMERGENCY TELEPHONE NUMBERS

POLICE/FIRE/AMBULANCE	911
MONTEREY COUNTY COMMUNICATIONS CENTER	831-394-6811
MONTEREY SALINAS TRANSIT	831-899-2555
PACIFIC GAS & ELECTRIC (PG&E)	800-743-5000
AT&T (TELEPHONE)	831-754-8026
CALIFORNIA AMERICAN WATER	831-646-3205
COMCAST (CABLE TELEVISION)	800-945-2288

SCOPE OF WORK

PLAYGROUND IMPROVEMENTS INCLUDING PLAY EQUIPMENT, WOOD CHIP SAFETY SURFACING, CONCRETE CURBS AND WALKWAYS, AND LANDSCAPE WALLS.



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 2071.33
	TITLE SHEET	
	SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET NO.
SCALE: AS NOTED	PROJECT TITLE: FERNANDO PARK IMPROVEMENTS	C0.1
		DWG FILE NO. 2071.33

APPROVED BY:	 NISHA PATEL, CITY ENGINEER	DATE:	7/3/23
EXPIRATION DATE:	6/30/2024	R.C.E. No.	72491

GENERAL

1. CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL(S) HARMLESS FROM ANY AND ALL LIABILITY, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL(S).
2. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH:

A. ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND RULES, INCLUDING WITHOUT LIMITATION:

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIVE CODE (CAL-OSHA)

CALIFORNIA CODE 4216 – PROTECTION OF UNDERGROUND INFRASTRUCTURE

B. THE 2022 CALIFORNIA BUILDING STANDARDS CODE (CCR TITLE 24), WITH AMENDMENTS ADOPTED BY THE JURISDICTION HAVING AUTHORITY

C. CALIFORNIA EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

D. THE PROJECT PLANS AND SPECIFICATIONS

E. THE 2022 EDITION OF "STANDARD SPECIFICATIONS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD SPECIFICATIONS".

F. THE 2022 EDITION OF "STANDARD PLANS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD PLANS".
3. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ALL APPLICABLE JURISDICTIONAL BODIES. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, SALINAS, CALIFORNIA AT PHONE (831) 443-3050.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA.
5. CURB DIMENSIONS, RADII AND OFFSETS SHOWN ARE TO FACE OF CURB.
6. SIDEWALK WIDTHS SHOWN ARE MEASURED FROM BACK OF CURB TO BACK OF WALK OR FACE OF RETAINING CURB WHERE SHOWN.
7. WHERE CURB, GUTTER AND ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
8. CONTRACTOR SHALL PROVIDE AND MAINTAIN 6’ CHAIN LINK CONSTRUCTION FENCING AROUND THE WORK AREA TO PROHIBIT PUBLIC ENTRY DURING CONSTRUCTION.
9. CONTRACTOR SHALL FILE FOR AND OBTAIN A GRADING PERMIT FOR ON-SITE WORK AND AN ENCROACHMENT PERMIT FOR WORK WITHIN THE CITY RIGHT-OF-WAY.

EARTHWORK AND AREA OF DISTURBANCE

- CUT = 65 CY
- FILL = 1 CY ±
- EXPORT = 64 CY
- ESTIMATED AREA OF SOIL DISTURBANCE = 0.1 ACRES
1. THE QUANTITIES PRESENTED ABOVE ARE ESTIMATES ONLY, BASED ON THE DIFFERENCE BETWEEN EXISTING GRADE AND SUBGRADE ELEVATIONS AND FINISHED GRADE AND SUBGRADE ELEVATIONS, AS SHOWN ON THE PLANS, AND ARE NOT ADJUSTED FOR CHANGES IN VOLUME DUE TO CHANGES IN SOIL DENSITY.
2. OVER-EXCAVATION IS NOT INCLUDED IN THE ABOVE ESTIMATE. CLEARING AND STRIPPING AND REMOVAL OF AC AND PCC PAVEMENTS ARE NOT INCLUDED IN THE ABOVE ESTIMATES. SITE SPOILS SUCH AS FROM UTILITY TRENCHING, FOUNDATIONS, ETC. ARE NOT INCLUDED IN ABOVE ESTIMATES.
3. THESE QUANTITIES SHALL BE USED FOR BONDING AND PERMIT PURPOSES ONLY. CONTRACTOR SHALL MAKE HIS/HER OWN SITE VISIT AND QUANTITY TAKE-OFFS AND SHALL BID ACCORDINGLY.
4. EARTHWORK VALUES SHOULD BE REEVALUATED DURING THE EARLY STAGES OF SITE GRADING. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING FINAL EARTHWORK QUANTITIES TO HIS/HER SATISFACTION PRIOR TO START OF GRADING OPERATIONS.

SURVEY AND EXISTING CONDITIONS

1. TOPOGRAPHY WAS PREPARED BY WHITSON ENGINEERS BASED ON A SURVEY PERFORMED ON MARCH 15, 2023.
2. THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY AND DOES NOT SHOW SOILS OR GEOLOGIC INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE CLIENT.
3. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY SHOWN IS FROM RECORD DATA. THIS TOPOGRAPHIC MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. AS A TITLE REPORT WAS NOT PROVIDED, THERE MAY BE EASEMENTS OR OTHER RIGHTS, RECORDED OR UNRECORDED, AFFECTING THE SUBJECT PROPERTY, WHICH ARE NOT SHOWN HEREON.
4. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
5. BENCHMARK: SET TEMPORARY MAG NAIL IN SIDEWALK AS SHOWN ON PLAN SHEET C1.1, POINT NUMBER 200, ELEV = 500.00 FEET (ASSUMED)
6. THE EXISTENCE, LOCATION AND ELEVATION OF ANY UNDERGROUND FACILITIES ARE SHOWN IN A GENERAL WAY ONLY. NOT ALL UTILITIES MAY BE SHOWN. UNDERGROUND UTILITY LOCATIONS, WHERE SHOWN, ARE BASED ON FIELD LOCATION OF OBSERVED UTILITIES AND SCHEMATICS OF UNDERGROUND UTILITIES PROVIDED BY THE UTILITY OWNERS.
7. THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES SHALL BE VERIFIED BY POSITIVE LOCATION (POTHOLING) BY THE CONSTRUCTION CONTRACTOR PRIOR TO EXCAVATION OR ANY CONSTRUCTION WHICH MAY BE AFFECTED BY THE LOCATION OR ELEVATION OF THE UTILITY.
8. DIAMETERS OF TREES ARE SHOWN IN INCHES MEASURED AT BREAST HEIGHT. TREES SMALLER THAN 6" WERE NOT NECESSARILY LOCATED AS PART OF THIS SURVEY.
9. PROPOSED IMPROVEMENTS SHOWN TO MATCH OR JOIN EXISTING IMPROVEMENTS SHALL BE FIELD VERIFIED FOR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IN THE CASE OF ANY FIELD DISCREPANCY.
10. THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS AND SPECIFICATIONS, AND A RECORD DRAWING SET SHALL BE PREPARED AND PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. CHANGES SHALL NOT BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DESIGN ENGINEER.

LEGEND

EXISTING	PROPOSED	
		PARCEL BOUNDARY
		EASEMENT LINE
		SURVEY CONTROL POINT
		SURFACE CONTOUR
		FLOW LINE OR PONDING LIMITS
		PAVEMENT SAWCUT LINE
		GRADING LIMIT
		FENCE
		RETAINING WALL
		CAP & ABANDON EXISTING UTILITY
		REMOVE EXISTING UTILITY
		STORM DRAIN
		STORM DRAIN INLET
		STORM DRAIN MANHOLE
		SANITARY SEWER
		SANITARY SEWER MANHOLE
		CLEANOUT
		WATER LINE
		WATER METER
		WATER VALVE
		FIRE HYDRANT
		GAS LINE
		GAS VALVE
		UNDERGROUND ELECTRICAL LINE
		ELECTRIOLIER
		SPOT GRADE
		REFERENCED EXISTING SPOT GRADE; VERIFY IN FIELD AND MATCH, U.O.N.
		SLOPE GRADE
		GRADE TO DRAIN
		GRADED DEPRESSION
		DETAIL CALLOUT (DETAIL / PAGE)
		CROSS-SECTION CALLOUT

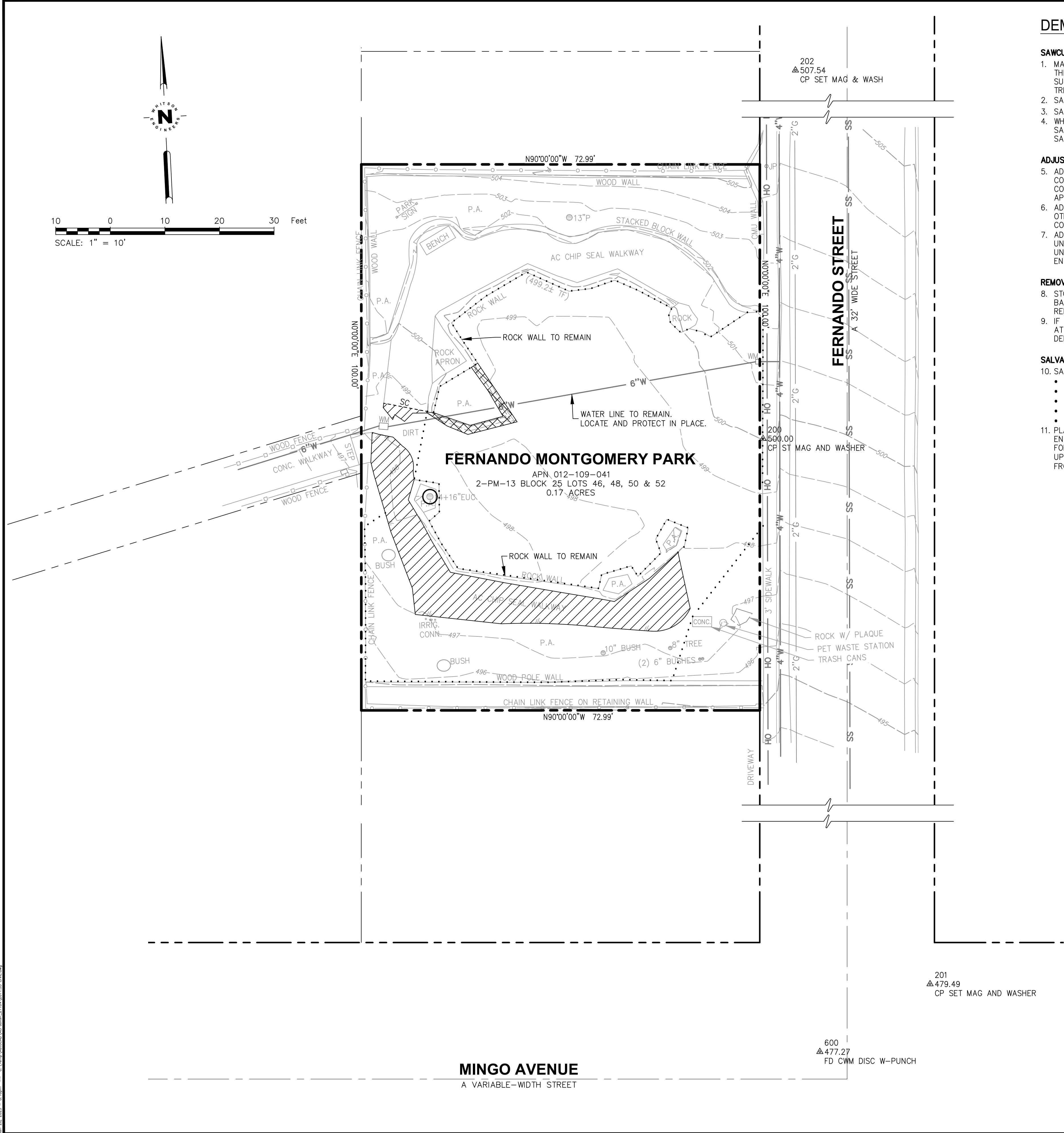
ABBREVIATIONS

±	PLUS OR MINUS; APPROX
Ⓐ	AT
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
APPROX	APPROXIMATE
ASB	AGGREGATE SUBBASE
BC	BEGIN CURVE
BVC	BEGIN VERT. CURVE
BS	BOTTOM OF STAIR
BW	BACK OF WALK
C&G	CURB AND GUTTER
CATV	CABLE TV
CGSW	CURB, GUTTER AND SIDEWALK
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CONC	CONCRETE
CONST	CONSTRUCT
CONT	CONTINUOUS
DEMO	DEMOLISH AND DISPOSE OF
DI	DRAIN INLET
DIA	DIAMETER
DS	DOWNSPOUT
DWS	DETECTABLE WARNING SURFACE
(E)	EXISTING
EC	END CURVE
EG	EXISTING GRADE
ELEV	ELEVATION
EQ.	EQUAL
ETW	EDGE OF TRAVELED WAY
EW	EACH WAY
EX	EXISTING
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FR	FIRE RISER
FS	FINISHED SURFACE
GB	GRADE BREAK
GV	GTAE VALVE
GM	GAS METER
GR	GRATE
HP	HIGH POINT
HORIZ.	HORIZONTAL
INV	INVERT
JP	JOINT UTILITY POLE
LF	LINEAR FEET
LFF	LOWER FINISH FLOOR
LT	LEFT
MATCH	MATCH EXISTING GRADE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
OC	ON CENTER
OG	ORIGINAL GRADE
PIV	POST INDICATOR VALVE
POC	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONC PIPE
RT	RIGHT
RW	RECYCLED WATER
RWL	RAIN WATER LEADER
S.A.D.	SEE ARCHITECTURAL DRAWINGS
S.E.D	SEE ELECTRICAL DRAWINGS
S.L.D.	SEE LANDSCAPE DRAWINGS
S.P.D.	SEE PLUMBING DRAWINGS
S.S.D.	SEE STRUCTURAL DRAWINGS
SD	STORM DRAIN
SS	SANITARY SEWER
SW	SIDEWALK
TBM	TEMPORARY BENCH MARK
TC	TOP OF CURB
TFC	TOP OF FLUSH CURB
TG	TOP OF GRATE
TOP	TOP OF PIPE
TS	TOP OF STAIR
TW	TOP OF WALL
TYP	TYPICAL
UFF	UPPER FINISH FLOOR
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UNKN	UNKNOWN
VAR	VARIES
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W	WATER
WM	WATER METER
WV	WATER VALVE

DATE	REVISIONS
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: PROJECT NO. 2071.33 SHEET NO.
SCALE: NONE	PROJECT TITLE: FERNANDO PARK IMPROVEMENTS C0.2 DWG FILE NO. 2071.33



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



DEMOLITION PLAN NOTES

SAWCUTTING

1. MARK THE PLANNED SAWCUT LOCATIONS IN THE FIELD FOR REVIEW BY THE ENGINEER. THE ENGINEER MAY REVISE THE SAWCUT LIMITS BASED ON ACTUAL FIELD CONDITIONS, SUCH AS TO COINCIDE WITH EXISTING SIDEWALK JOINTS OR BASED ON EXISTING TRENCH PATCHES OR CRACKS IN AC PAVEMENT.
2. SAWCUT THE FULL DEPTH OF AC PAVEMENTS, CURBS, GUTTERS AND SIDEWALKS.
3. SAWCUT TO ¼ THE DEPTH OF CONCRETE STREETS AND CROSS-GUTTERS.
4. WHERE CONSTRUCTION OPERATIONS CAUSE DAMAGE BEYOND THE LIMITS OF THE SAWCUT LINE, THE DAMAGED AREA MUST BE REMOVED AND REPLACED TO A NEAT SAWCUT EDGE.

ADJUSTMENTS

5. ADJUST TO GRADE ALL SEWER AND STORM DRAIN MANHOLE COVERS AND CLEANOUT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
6. ADJUST TO GRADE ALL SURVEY MONUMENT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
7. ADJUST TO GRADE ALL OTHER UTILITY COVERS AND BOXES WITHIN WORK AREA, UNLESS OTHERWISE NOTED. UTILIZE NEW UTILITY-FURNISHED COVERS AND BOXES UNLESS THE EXISTING COVERS OR BOXES ARE APPROVED FOR REUSE BY THE ENGINEER.

REMOVALS AND ABANDONMENTS

8. STORM DRAIN AND SANITARY SEWER FACILITIES, INCLUDING PIPES, BOXES, CATCH BASINS, ETC., WHICH ARE NOT TO BE RETAINED IN SERVICE MUST BE COMPLETELY REMOVED FROM WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED.
9. IF MANHOLES ARE SHOWN TO BE ABANDONED, THEY MUST BE CLEANED, REMOVED TO AT LEAST 3 FEET BELOW PAVEMENT SUBGRADE, AND BACKFILLED WITH CONTROLLED DENSITY FILL.

SALVAGED MATERIALS

10. SALVAGE:
 - CATCH BASIN HOODS AND GRATES
 - STORM DRAIN AND SANITARY SEWER MANHOLE COVERS AND RIMS.
 - STREET MONUMENT COVERS AND FRAMES
 - CITY-OWNED SIGN PANELS
 - OTHER ITEMS AS SHOWN ON THE PLANS.
11. PLACE SALVAGED MATERIALS AT A DESIGNATED LOCATION ON SITE AND NOTIFY THE ENGINEER THAT THEY ARE AVAILABLE FOR PICK-UP. PROVIDE TWO WORKING DAYS FOR THE CITY TO PICK UP SALVAGED MATERIALS. SALVAGED MATERIALS NOT PICKED UP BY THE CITY BECOME THE CONTRACTOR'S PROPERTY AND MUST BE REMOVED FROM THE SITE.

DEMOLITION PLAN LEGEND

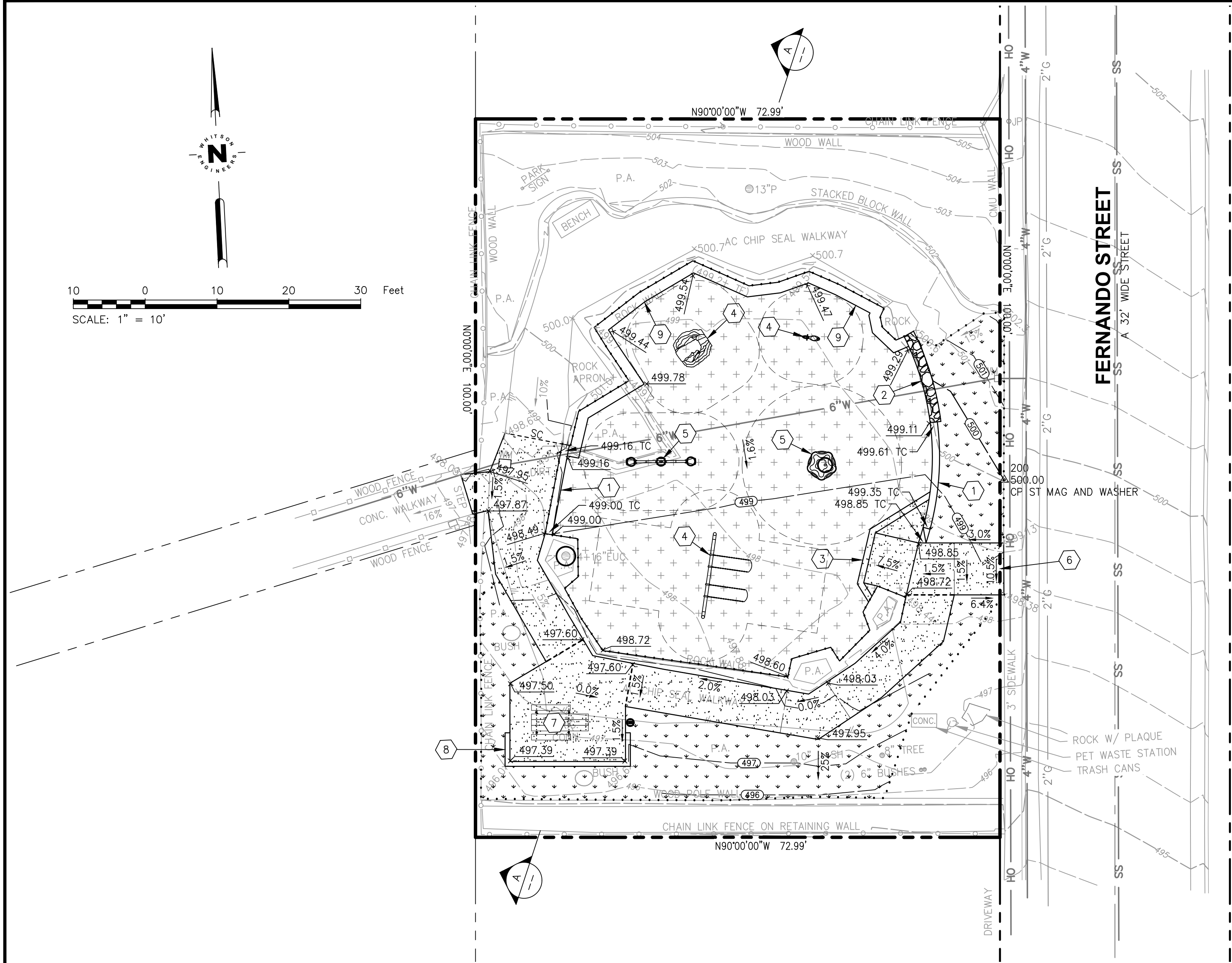
- REMOVE ASPHALT CONCRETE AND AGGREGATE BASE
- SAWCUT AND REMOVE ROCK WALL AND FOOTING. SALVAGE FIELDSTONE FOR RE-USE AS STONE CLADDING ON PROPOSED WALL.
- SAWCUT LINE
- REMOVE TREE
- GRADING LIMIT
- PROTECT TREE TO REMAIN
- REMOVE UTILITY UNDERGROUND



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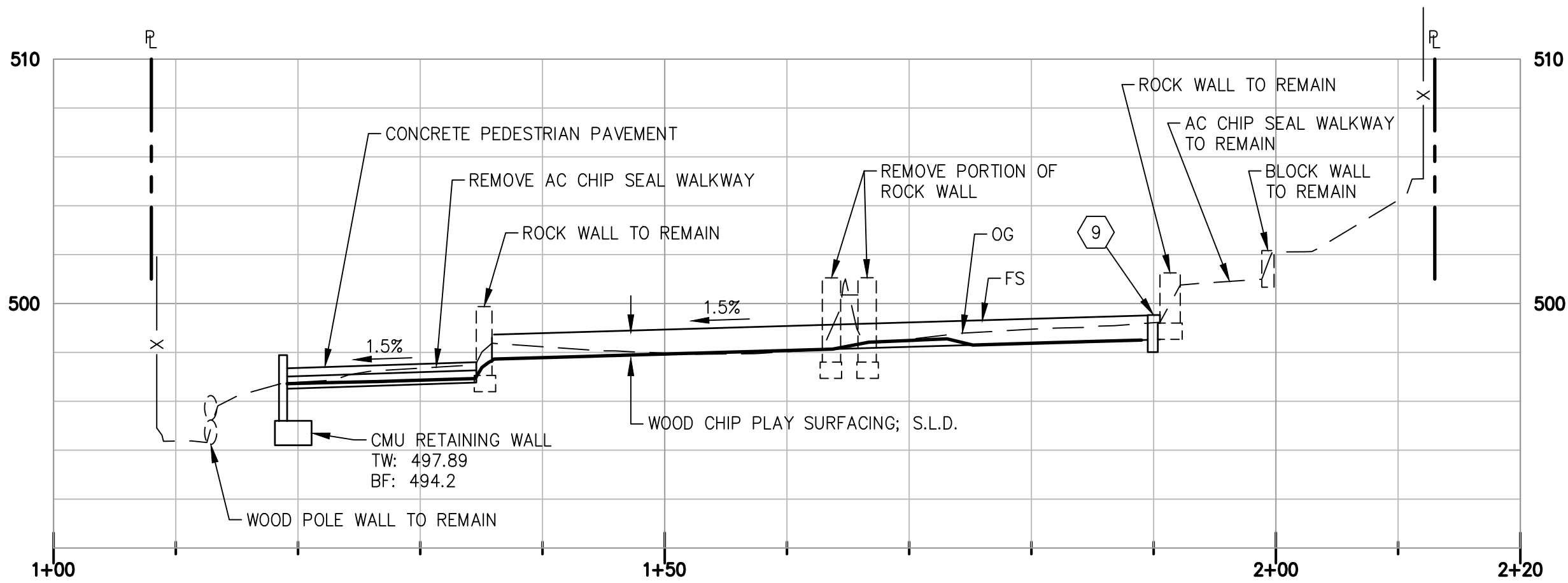
DATE		REVISIONS	
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		SHEET TITLE:	PROJECT NO. 2071.33
		PROJECT TITLE:	SHEET NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		DEMOLITION PLAN	
SCALE: 1" = 10'		FERNANDO PARK IMPROVEMENTS	
		C1.1	
		DWG FILE NO. 2071.33	

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- LEGEND**
- CONCRETE PEDESTRIAN PAVEMENT PER DETAIL 1, SHEET C4.1
 - WOOD CHIP PLAY SURFACING; S.L.D.
NOTE: FINISHED SURFACE GRADES SHOWN ARE THE TOP OF WOOD CHIP SURFACING.
 - LANDSCAPE AREA; S.L.D.
 - STONE WALL; S.L.D.
 - SAWCUT LINE
 - GRADING LIMIT
 - PROTECT TREE TO REMAIN

- CONSTRUCTION KEYNOTES:**
- 12" CONCRETE CURB PER DETAIL 3 | C4.1
 - ROCK WALL; S.L.D.
 - PLAY AREA ACCESS RAMP; S.L.D.
 - PLAY EQUIPMENT FURNISHED AND INSTALLED BY OTHERS; N.I.C. COORDINATE INSTALLATION SCHEDULE WITH INSTALLING CONTRACTOR.
 - FURNISH AND INSTALL PLAY EQUIPMENT; S.L.D.
 - MATCH EXISTING SIDEWALK GRADE. DOWEL W/ 12"-LONG #4 @ 24" O.C.
 - ACCESSIBLE PICNIC TABLE FURNISHED AND INSTALLED BY OTHERS; N.I.C. COORDINATE INSTALLATION SCHEDULE WITH INSTALLING CONTRACTOR.
 - 32"-TALL CMU WALL PER DETAIL 2 | C4.1
 - 12" CONCRETE CURB PER DETAIL 4 | C4.1

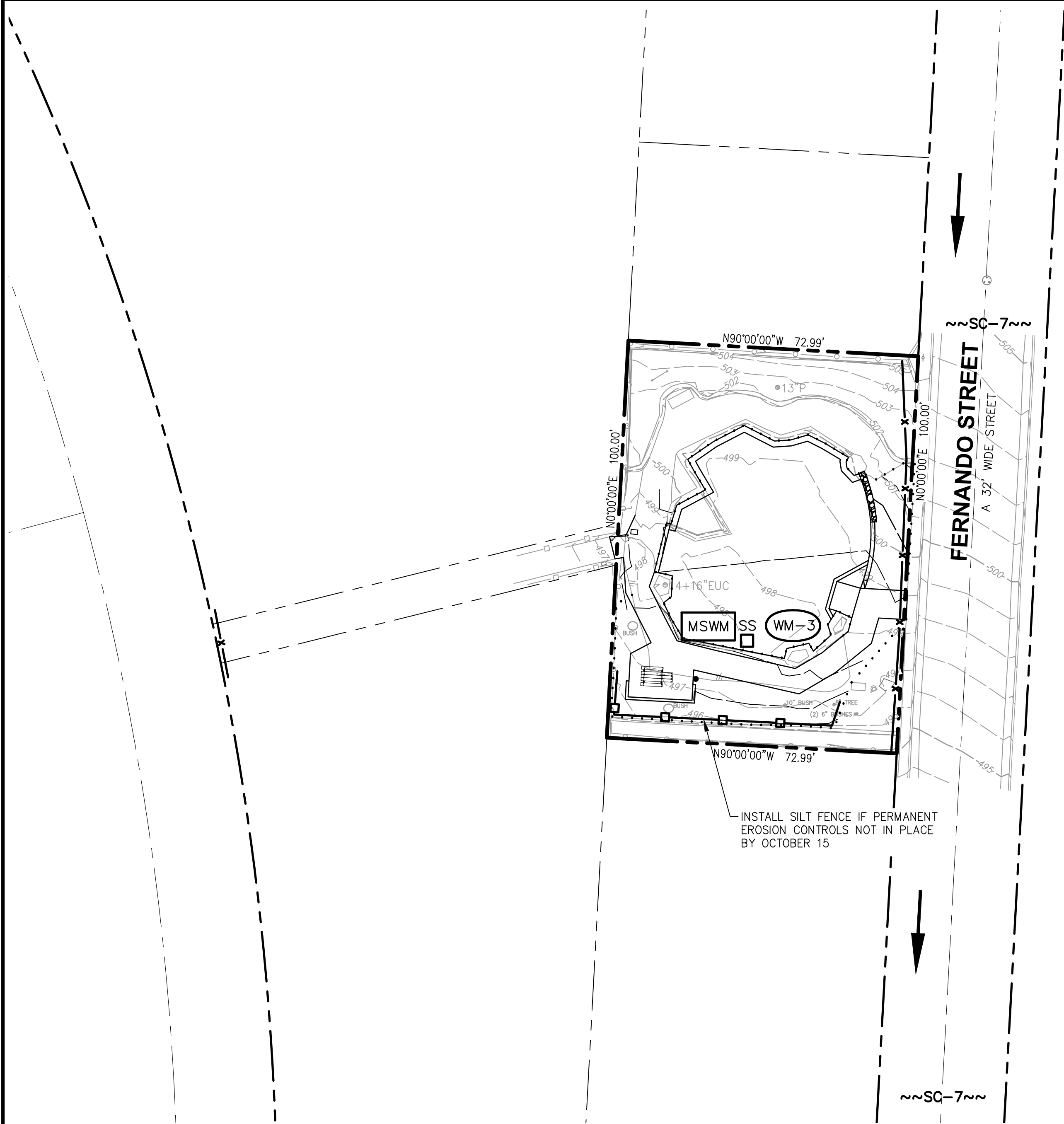


A CROSS-SECTION
SCALE: 1" = 10'H 1" = 5'V



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	CONSTRUCTION PLAN	2071.33
	PROJECT TITLE:	SHEET NO.
	FERNANDO PARK IMPROVEMENTS	C2.1
	SCALE:	DWG FILE NO.
	1" = 10'	2071.33



NOTE: PROVIDE INLET PROTECTION AT THE INLET DOWNSTREAM OF THE WORK AREA, LOCATED AT THE INTERSECTION OF MESCAL ST. AND MINGO AVE.

SYMBOL	CASQA BMP #	DESCRIPTION
	SC-1	SILT FENCE
	SC-7	LIMITS OF STREET SWEEPING
	SC-10	INLET PROTECTION
		MATERIAL STORAGE AND WASTE MANAGEMENT AREA
	WM-3	TEMPORARY STOCKPILES
	WM-9	SANITARY FACILITIES
	-	DIRECTION OF DRAINAGE
	-	TEMPORARY CONSTRUCTION FENCE (6'-TALL CHAIN LINK FENCE)

EROSION AND SEDIMENT CONTROL NOTES

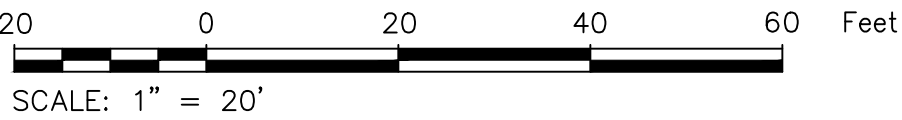
BEST MANAGEMENT PRACTICES (BMPs) AT A MINIMUM, THE FOLLOWING BMPs ARE REQUIRED REGARDLESS OF WEATHER CONDITIONS, AND AS APPLICABLE TO THE PLANNED CONSTRUCTION ACTIVITIES. THE BELOW MEASURES MUST BE INCLUDED ON THE EROSION AND SEDIMENT CONTROL PLAN (ESCP) SUBMITTAL, AS APPLICABLE.

- WET WEATHER MEASURES:** IF POSSIBLE, AVOID LAND-DISTURBING ACTIVITIES DURING THE WET WEATHER SEASON (OCTOBER 15 THROUGH APRIL 15). EXTRA BMP MATERIALS (INLET FILTERS, FIBER ROLLS, GRAVEL BAGS, MULCH/STRAW, PLASTIC COVERS, ETC.) MUST BE KEPT ON-SITE DURING THE RAINY SEASON FOR PRE-RAIN EVENT INSTALLATION.
- EXISTING VEGETATION:** AVOID REMOVAL OF EXISTING VEGETATION WHEREVER POSSIBLE. INSTALL APPROPRIATE PROTECTIVE FENCING AND PERIMETER CONTROLS PRIOR TO WORK.
- EROSION AND SEDIMENT CONTROL:** UTILIZE SLOPE AND SOIL STABILIZATION BMPs TO PREVENT SLOPE EROSION AND SOIL MOVEMENT ON-SITE AND OFF-SITE, WHERE APPLICABLE. NO SEDIMENT MAY LEAVE THE CONSTRUCTION SITE OR ENTER THE STORM DRAIN SYSTEM.
- STOCKPILE MANAGEMENT:** 1.) CONTAIN AND COVER STOCKPILES IF THEY WILL BE INACTIVE FOR MORE THAN 14 CALENDAR DAYS. 2.) SECURELY COVER STOCKPILES AT THE END OF EVERY WORK DAY AND PRIOR TO RAIN EVENTS. STOCKPILES MUST REMAIN COVERED OVERNIGHT AND DURING RAIN EVENTS. 3.) NO STOCKPILED MATERIAL SHALL LEAVE THE SITE OR MOVE INTO STREET.
- WASTE MANAGEMENT:** ALL CONSTRUCTION WASTE MUST BE CONTAINED AND SECURELY COVERED ON SITE, INCLUDING TRASH, PAINT, GROUT, CONCRETE, ETC. WASH OUT FACILITIES MUST BE CONTAINED, MAINTAINED AND THEIR CONTENTS DISPOSED OF PROPERLY.
- VEHICLES AND EQUIPMENT:** ALL VEHICLES AND EQUIPMENT MUST BE MAINTAINED IN GOOD WORKING ORDER AND MUST NOT DISCHARGE OR TRACK DIRT, MUD, OIL, GREASE, OR FUEL OFF-SITE OR INTO THE STREET. INACTIVE VEHICLES AND EQUIPMENT MUST BE COVERED OR HAVE DRIP PANS.
- DRAIN INLET PROTECTION & PERIMETER CONTROLS:** DRAINS INLETS THAT RECEIVE STORM WATER FROM THE WORK AREA AND CONTRACTOR'S STAGING AND STORAGE AREAS MUST BE PROTECTED FROM RECEIVING SEDIMENT AND DEBRIS. DRAIN INLET PROTECTION MUST NOT IMPEDING PUBLIC TRAFFIC OR SAFETY.
- SWEEPING:** ALL IMPERVIOUS SURFACES (PAVEMENTS) SHALL BE PHYSICALLY SWEEP DAILY (NOT WASHED OR HOSED DOWN), AND MAINTAINED FREE OF SOIL AND DEBRIS.
- DEWATERING:** ANY PROPOSED DEWATERING MUST BE REVIEWED AND APPROVED BY THE ENGINEER.
- STORMWATER MIXED WITH NON-STORMWATER MUST BE MANAGED AS NON-STORM WATER.

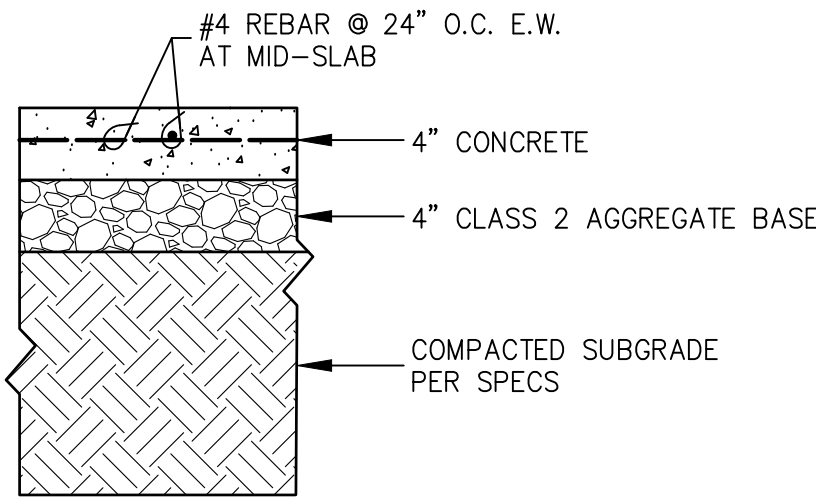


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SCALE: 1" = 20'	PROJECT TITLE: FERNANDO PARK IMPROVEMENTS
	PROJECT NO. 2071.33
	SHEET NO. C3.1
	DWG FILE NO. 2071.33



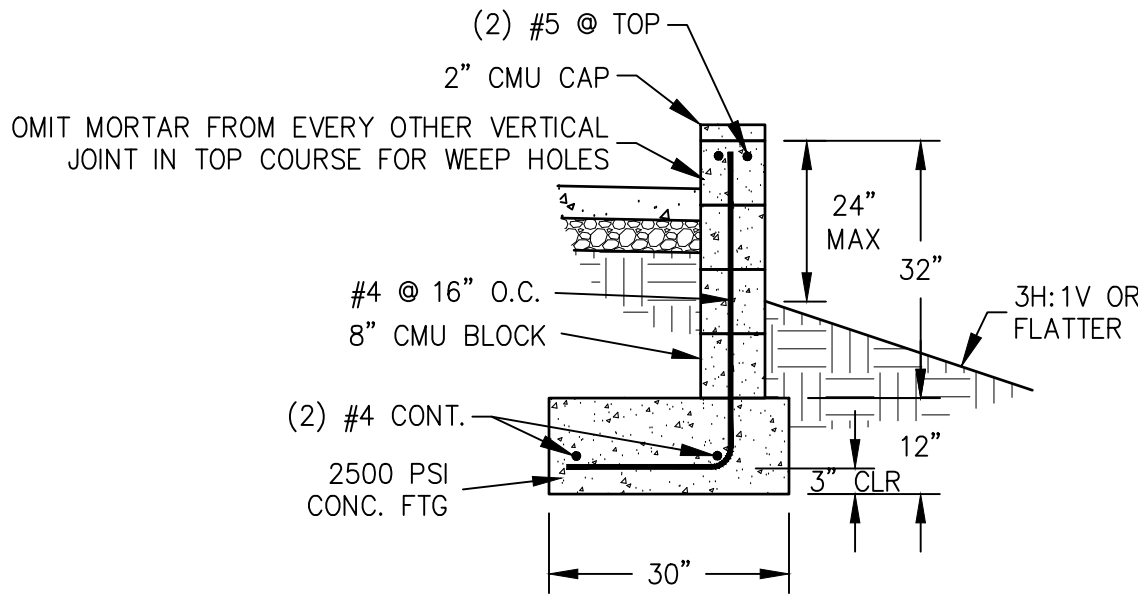
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1

CONCRETE PEDESTRIAN PAVEMENT

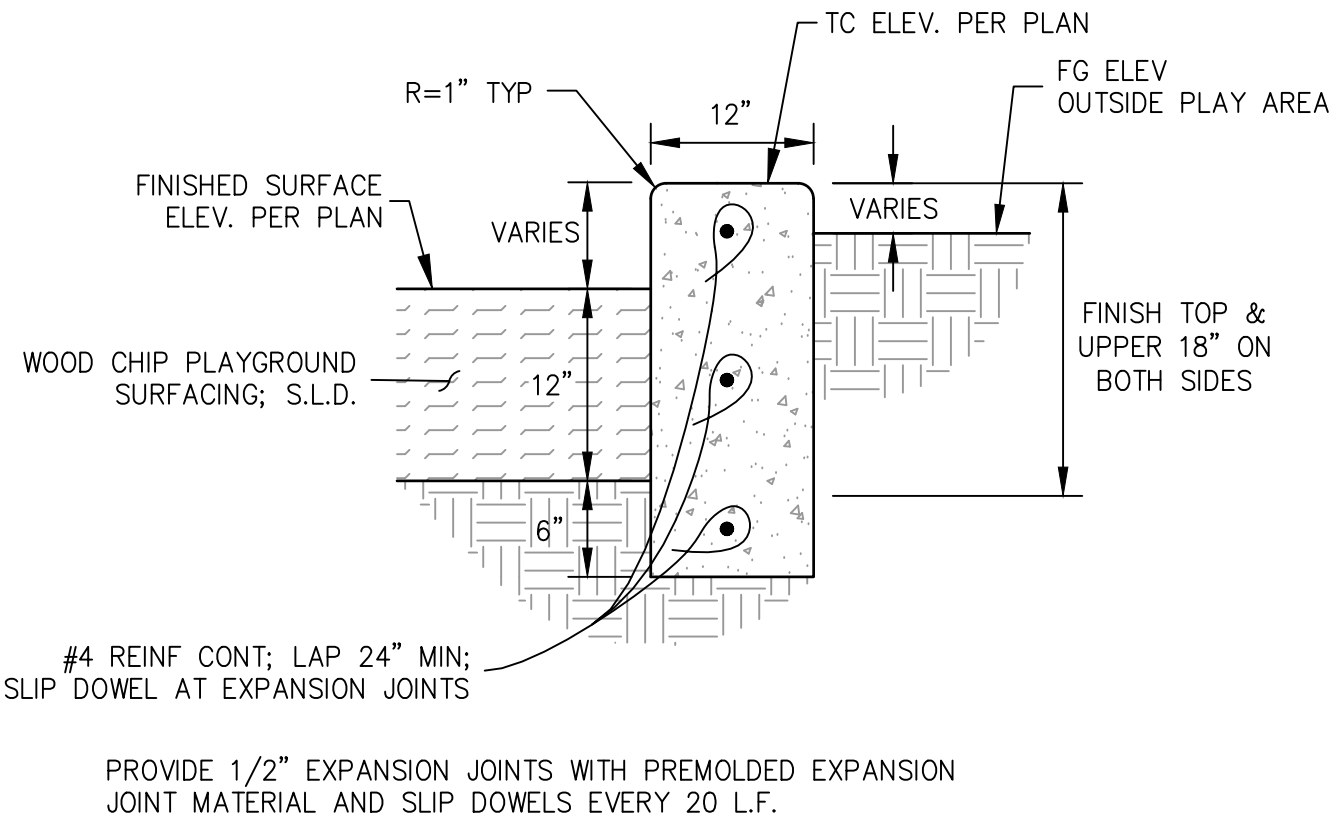
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2

32"-TALL C.M.U. WALL

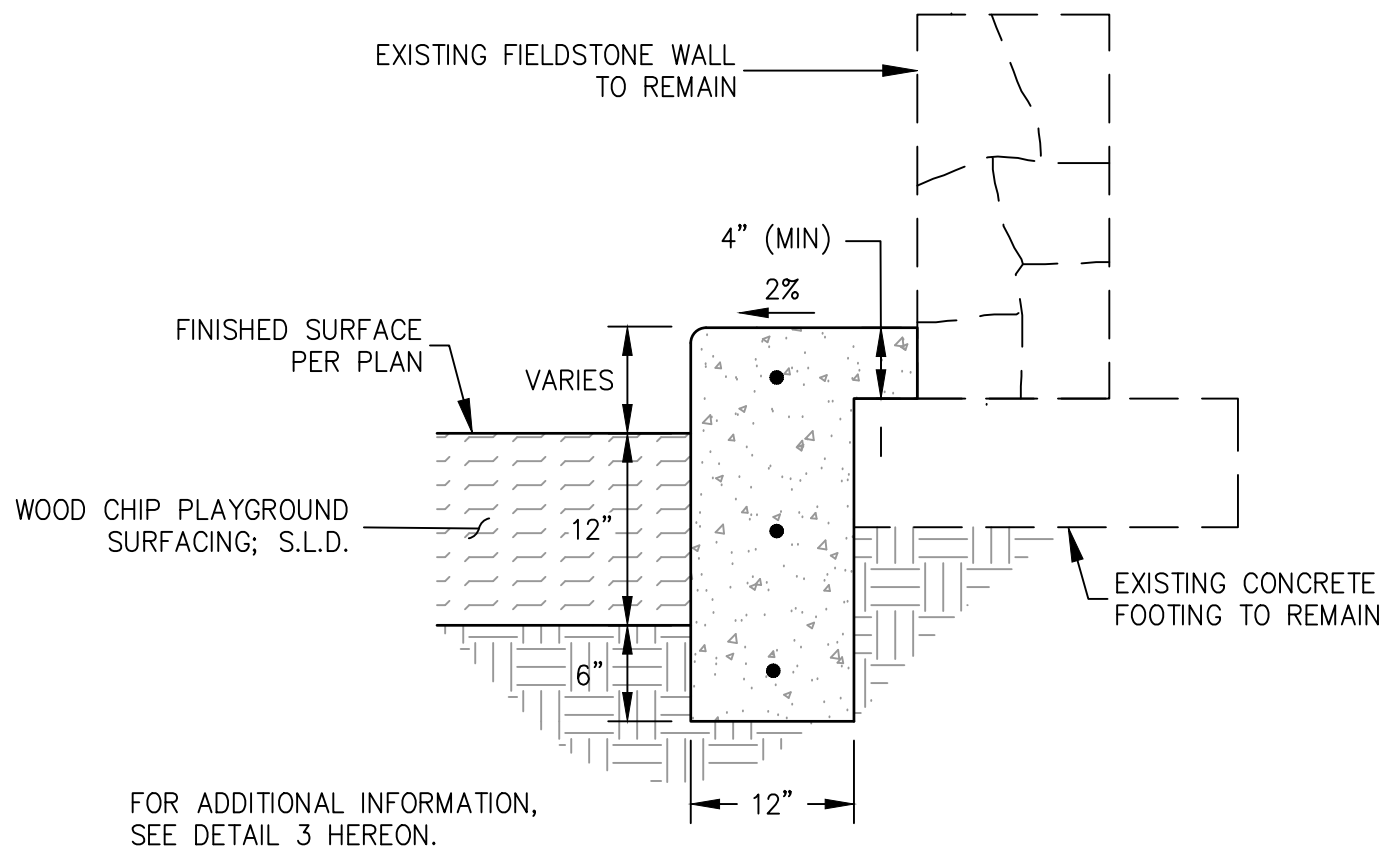
SCALE: NONE



3

12" CONCRETE CURB AROUND PLAY AREA

SCALE: NONE



4

12" CONCRETE CURB AT EXISTING WALL

SCALE: NONE



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SCALE: NONE	PROJECT NO. 2071.33 SHEET NO. C4.1 DWG FILE NO. 2071.33



SITE PLAN NOTES

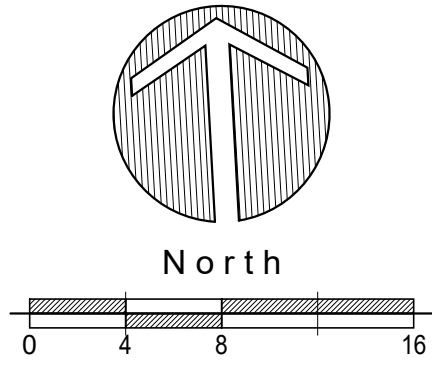
- ALL LANDSCAPE AREAS TO BE TOP DRESSED WITH 3" THICK LAYER OF BARK MULCH. MULCH SHALL BE REDWOOD, FIR, CEDAR, OR A COMBINATION OF THESE. CONTRACTOR TO SUBMIT THE MULCH FOR APPROVAL, ALONG WITH A PRODUCT DATA SHEET. NO DYED MULCH WILL BE ACCEPTED.
- CONTRACTOR TO REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

GRAPHIC LEGEND

SYMBOL	ITEM
X/L-0.0	DETAIL REFERENCE
	SHEET REFERENCE
0.0	SITE REFERENCE
PA	PLANTING AREA (EXISTING)
---	EXISTING PROPERTY LINE
—○—	EXISTING FENCE
----	EXPANSION JOINT PER CIVIL DRAWINGS
=====	PROPOSED CONCRETE BAND PER CIVIL DRAWINGS
=====	PROPOSED CONCRETE CURB AT EXISTING WALL PER CIVIL DRAWINGS
[Pattern]	PROPOSED CONCRETE PAVING PER CIVIL DRAWINGS
[Pattern]	LOOSE FILL SAFETY SURFACING PER NOTE 1.7
[Pattern]	PROPOSED 3" MULCH TOP DRESS PER SPECS

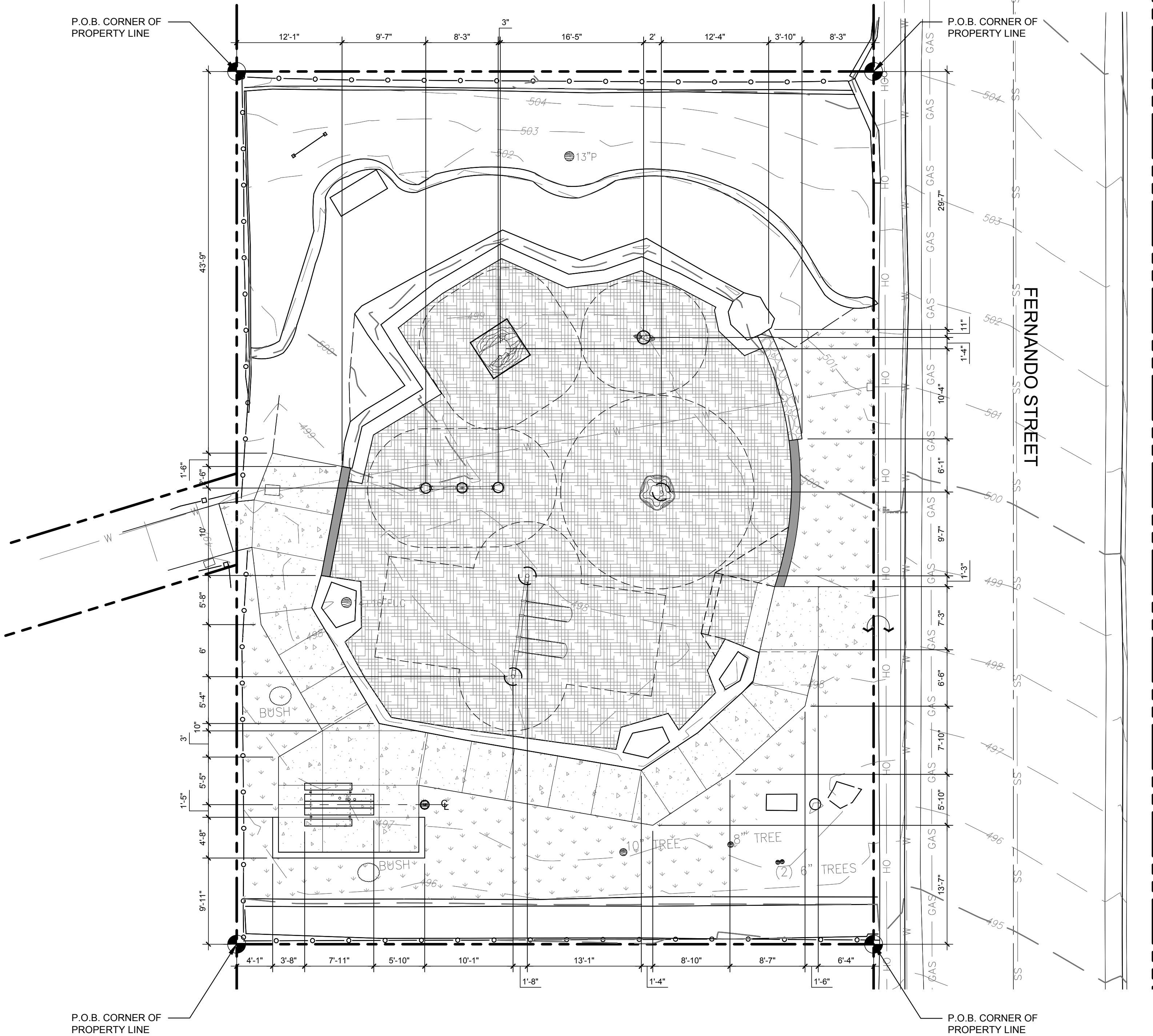
SITE SCHEDULE

DETAIL	1.0	FLATWORK
	1.1	'CONCRETE PAVING' REFER TO CIVIL DRAWINGS.
	1.2	'CONCRETE JOINTING' REFER TO CIVIL DRAWINGS.
	1.3	'12" CONCRETE BAND' REFER TO CIVIL DRAWINGS.
	1.4	'32" TALL CMU WALL' REFER TO CIVIL DRAWINGS.
	1.5	'12" CONCRETE CURB AT EXISTING WALL' REFER TO CIVIL DRAWINGS.
A/L-3.0	1.6	'18" CONCRETE RETAINING WALL WITH ROCK FACADE' TO BE STANDARD PC CONCRETE WITH SALVAGED STONE FROM (E) WALL TO BE DEMOLISHED OR STONE VENEER FINISH TO MATCH EXISTING. PROVIDE SAMPLES OF PROPOSED STONE TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE IF NEW STONE IS USED.
B/L-3.0	1.7	'LOOSE FILL SAFETY SURFACING' TO BE ENGINEERED WOOD FIBER. PROVIDE 12" MIN. DEPTH. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
C/L-3.0	1.8	'CONCRETE RAMP' TO BE STANDARD PC CONCRETE WITH MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL. COLOR STANDARD GREY.
DETAIL	2.0	PLAY EQUIPMENT
	2.1	'SINGLE POST SWING' BY LANDSCAPE STRUCTURES, INC. PER MODEL #177332A WITH (2) BELT SEAT W/ PROGUARD CHAINS, MODEL #174018A. EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACT.
	2.2	'PEAK NATURAL CLIMBER' BY LANDSCAPE STRUCTURES, INC. PER MODEL #160418A. EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACT.
	2.3	'WHIMSEY RIDER SEA HORSE' BY LANDSCAPE STRUCTURES, INC. PER MODEL #135535B. EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACT.
	2.4	'FLYWHEEL SPINNER' BY LANDSCAPE STRUCTURES, INC. PER MODEL #185927A, OR APPROVED EQUAL.
	2.5	'SEESAW 2-SEATS' BY LANDSCAPE STRUCTURES, INC. PER MODEL #148636A, OR APPROVED EQUAL.
DETAIL	3.0	SITE FURNISHINGS
	3.1	'ACCESSIBLE PICNIC TABLE' TO BE MODEL #71-69-1HGD ADA ACCESSIBLE PICNIC TABLE BY DUMOR, INC. HOT DIPPED GALVANIZED FRAME, DOUGLAS FIR SLATS, 8' TABLE TOP WITH 5' SEATS. MOUNTING SYTLE: SURFACE. EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACT.
	3.2	'HAND SANITIZER STATION' TO BE PLAY HEALTHY HAND SANITIZER STATION BY LANDSCAPE STRUCTURES, INC. MODEL #277223A COLOR: METALLIC SILVER. EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACT.



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	SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET NO.
		L-1.0
SCALE: 1/8" = 1'-0'	PROJECT TITLE: FERNANDO PARK IMPROVEMENTS DWG FILE NO. 230004.00	

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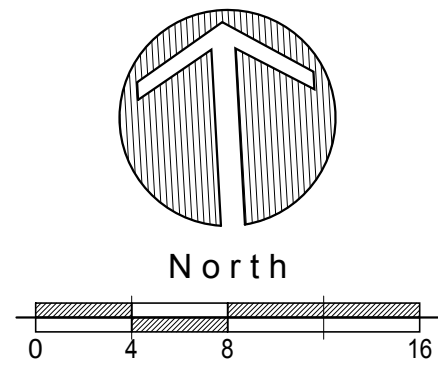


LAYOUT LEGEND

SYMBOL	DESCRIPTION
	LINEAR DIMENSION
	RADIUS DIMENSION
	POINT OF ORIGIN
	MATCH ALIGNMENT

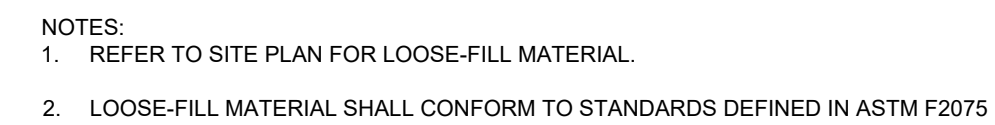
LAYOUT NOTES

1. THE CONTRACTOR SHALL CONTINUALLY REFER TO ALL DRAWINGS, ADDENDA, REPORTS AND SPECIFICATIONS DURING THE LIFE OF THE PROJECT FOR CONSTRUCTION INFORMATION.
2. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD AND STAKED PRIOR TO ANY CONSTRUCTION. IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY SITE DISCREPANCIES OR VARIATIONS FROM THE PLANS AS DRAWN AND RE-DIRECT WORK TO AVOID DELAY.
3. ALL DIMENSION LINES ARE EITHER PERPENDICULAR, TANGENT, OR PARALLEL TO THE ELEMENT FROM WHICH IT IS DIMENSIONED UNLESS NOTED OTHERWISE.
4. THE INTERFACE OF ALL PROPOSED IMPROVEMENTS TO THE EXISTING SITE SHALL CONFORM AND BE SMOOTH AND UNIFORM.
5. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITY AND ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE CITY IMMEDIATELY SHOULD DISCREPANCY ARISE AND RE-DIRECT WORK TO AVOID DELAY. PROCEEDING WITH WORK WITHOUT CLARIFICATION FROM OWNER'S REPRESENTATIVE IS DONE AT THE SOLE RISK OF THE CONTRACTOR WITH NO COMPENSATION ALLOWED FOR CHANGES NOT DIRECTED BY OWNER'S REPRESENTATIVE.
6. AFTER ALL FORMS, REINFORCING, DOBIES AND JOINT MATERIALS ARE SECURED IN PLACE, CONTRACTOR SHALL OBTAIN REVIEW AND ACCEPTANCE BY THE CITY PRIOR TO POURING CONCRETE. CONTRACTOR SHALL GIVE A MINIMUM 2 WORKING DAY NOTICE WHEN REQUESTING REVIEW. CONTRACTOR MAY BE BACK-CHARGED FOR COST OF REVIEW IF SITE IS FOUND NOT PREPARED AS SPECIFIED.
7. ALL BENCHES SHALL BE INSTALLED TO MEET REQUIREMENTS PER CC TITLE 24 AND THE CURRENT CALIFORNIA BUILDING CODE AT TIME OF CONSTRUCTION.
8. CONTRACTOR SHALL REMOVE ALL BASE ROCK AND OVER POUR FROM PLANTING AREAS AFTER CONCRETE WORK IS COMPLETE.
9. CONTRACTOR TO REFER TO MANUFACTURER'S DETAILS & INSTALLATION RECOMMENDATIONS FOR FOOTINGS PRIOR TO COMMENCING CONSTRUCTION.



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SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		PROJECT TITLE: FERNANDO PARK IMPROVEMENTS	SHEET NO. L-2.0
SCALE: 1/8" = 1'-0"			DWG FILE NO. 230004.00

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



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	CONSTRUCTION DETAILS	SHEET NO.
		PROJECT TITLE: FERNANDO PARK IMPROVEMENTS
	SCALE: 1/8" = 1'-0'	

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING SPECIAL PROVISIONS AND ALL SPECIFICATION SECTIONS, MAY APPLY TO WORK OF THIS SECTION.

B. RELATED SECTIONS:

1. SECTION 32 11 23- AGGREGATE BASE COURSES

1.02 DESCRIPTION OF WORK

A. THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION INCLUDES ALL LABOR, EQUIPMENT, MATERIALS AND SUPPLIES NECESSARY TO CONSTRUCT CAST-IN-PLACE CONCRETE FOR:

1. CAST-IN-PLACE CONCRETE WALLS
2. SITE FURNISHING POST FOOTINGS
3. PLAYGROUND POST FOOTINGS
4. ANY OTHER STRUCTURAL CONCRETE AS INDICATED ON THE DRAWINGS OR IN THE CONTRACT DOCUMENTS

1.03 SUBMITTALS

- A. GENERAL: SUBMIT UNDER THE PROVISIONS OF GENERAL CONDITIONS- SUBMITTALS.
B. DESIGN MIXTURE: SUBMIT FOR EACH CONCRETE MIXTURE, INDICATED CLEARLY ON SUBMITTAL USE FOR MIXTURE. SUBMIT ALTERNATE DESIGN MIXTURES WHEN CHARACTERISTICS OF MATERIALS, PROJECT CONDITIONS, WEATHER, TEST RESULTS, OR OTHER CIRCUMSTANCES WARRANT ADJUSTMENTS.

1. INDICATE AMOUNTS OF MIXING WATER TO BE WITHHELD FOR LATER ADDITION AT PROJECT SITE.

C. PLACING DRAWINGS THAT DETAIL FABRICATION, BENDING, AND PLACEMENT. INCLUDE BAR SIZES, LENGTHS, MATERIAL, GRADE, BAR SCHEDULES, STIRRUP SPACING, BENT BAR DIAGRAMS, BAR ARRANGEMENT, SPLICES AND LAPS, MECHANICAL CONNECTIONS, TIE SPACING, HOOP SPACING, AND SUPPORTS FOR CONCRETE REINFORCEMENT.

D. CONSTRUCTION JOINT LAYOUT: INDICATE PROPOSED CONSTRUCTION JOINTS REQUIRED TO CONSTRUCT THE STRUCTURE.

1. LOCATION OF CONSTRUCTION JOINTS IS SUBJECT TO APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

1.04 QUALITY ASSURANCE

- A. PERFORM WORK IN ACCORDANCE WITH ACI 301.
B. MAINTAIN ONE COPY OF LATEST CONSTRUCTION DOCUMENTS ON SITE, INCLUDING DESIGN DRAWINGS, APPROVED SHOP DRAWINGS AND PERMIT DRAWINGS, AND SPECIAL INSPECTION AND TESTING AGREEMENT
C. ACQUIRE CEMENT AND AGGREGATE FROM SAME SOURCE FOR ALL WORK.
D. INSTALLER QUALIFICATIONS: A QUALIFIED INSTALLER WHO EMPLOYS ON PROJECT PERSONNEL QUALIFIED AS ACI-CERTIFIED FLATWORK TECHNICIAN AND FINISHER AND A SUPERVISOR WHO IS AN ACI-CERTIFIED CONCRETE FLATWORK TECHNICIAN.
E. MANUFACTURER QUALIFICATIONS: A FIRM EXPERIENCED IN MANUFACTURING READY-MIXED CONCRETE PRODUCTS AND THAT COMPLIES WITH ASTM C 94/C 94M REQUIREMENTS FOR PRODUCTION FACILITIES AND EQUIPMENT.
F. MANUFACTURER CERTIFIED ACCORDING TO NRMCA'S "CERTIFICATION OF READY MIXED CONCRETE PRODUCTION FACILITIES."
G. WELDING QUALIFICATIONS: QUALIFY PROCEDURES AND PERSONNEL ACCORDING TO AWS D1.4/ D1.4M.

1.05 FIELD CONDITIONS

A. COLD-WEATHER PLACEMENT: COMPLY WITH ACI 306.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.

1. WHEN AVERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40 DEG F (4.4 DEG C) FOR THREE SUCCESSIVE DAYS, MAINTAIN DELIVERED CONCRETE MIXTURE TEMPERATURE WITHIN THE TEMPERATURE RANGE REQUIRED BY ACI 301 (ACI 301M).
2. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN SUBGRADE OR ON SUBGRADE CONTAINING FROZEN MATERIALS.
3. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIXTURE DESIGNS.

B. HOT-WEATHER PLACEMENT: COMPLY WITH ACI 301 (ACI 301M) AND AS FOLLOWS:

1. MAINTAIN CONCRETE TEMPERATURE BELOW 90 DEG F (32 DEG C) AT TIME OF PLACEMENT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER. USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTOR'S OPTION.
2. FOG-SPRAY FORMS, STEEL REINFORCEMENT, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE UNIFORMLY MOIST WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.

1.06 REFERENCES

A. IN ADDITION TO COMPLYING WITH ALL PERTINENT STANDARDS, CODES AND REGULATIONS, COMPLY WITH ALL REQUIREMENTS OF:

1. ACI 308 - STANDARD PRACTICE FOR CURING CONCRETE.
2. ACI 309 - GUIDE FOR CONSOLIDATION OF CONCRETE.
3. ASTM C33 - CONCRETE AGGREGATES.
4. ASTM C94 - READY-MIXED CONCRETE.
5. ASTM C150 - PORTLAND CEMENT.
6. ASTM C309 - LIQUID MEMBRANE-FORMING COMPOUNDS

1.07 COORDINATION

A. COORDINATE WORK WITH THAT SPECIFIED IN OTHER SECTIONS BEFORE START OF CONSTRUCTION OR INSTALLATION. ANY INSTALLATION FOUND TO BE IN CONFLICT WITH SUCH WORK AS A RESULT OF NEGLECTED COORDINATION, SHALL BE REMOVED AND REINSTALLED IN NEW LOCATIONS DESIGNATED BY THE CITY'S REPRESENTATIVE AT NO ADDITIONAL EXPENSE TO THE CITY.

PART 2 – PRODUCTS

2.01 CONCRETE MATERIALS

A. CEMENT: ASTM C150, TYPE II, AND SHALL BE PROVIDED BY ONE MANUFACTURER.

B. AGGREGATES:

1. COARSE SHALL CONFORM TO ASTM C33 SIZE 7 OR BETTER, GRADED. PROVIDE AGGREGATE FROM SINGLE SOURCE.
2. FINE SHALL CONFORM TO ASTM C330.
3. PEA GRAVEL OR SMOOTH AGGREGATE SHALL NOT BE USED.
C. WATER: ASTM C94, CLEAN, POTABLE, AND NOT DETRIMENTAL TO CONCRETE.

D. COLOR PIGMENT: ASTM C 979/C 979M, SYNTHETIC MINERAL-OXIDE PIGMENTS OR COLORED WATER-REDUCING ADMIXTURES; COLOR STABLE, FREE OF CARBON BLACK, NONFADING, AND RESISTANT TO LIME AND OTHER ALKALIS.

1. COLOR: PER DRAWINGS.

2.02 CONCRETE MIX

A. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94.

B. ADDITION OF WATER TO THE MIX AFTER LEAVING THE PLANT IS NOT PERMITTED.

C. PROVIDE CONCRETE TO THE FOLLOWING CRITERIA:

1. COMPRESSIVE STRENGTH (28 DAY):
i. FENCE FOOTINGS: 3,000 PSI
ii. LIGHT POST FOOTINGS: 3,000 PSI
iii. MISCELLANEOUS FOOTINGS: 3,000 PSI
2. NORMAL WEIGHT AGGREGATE.
3. WATER/CEMENT RATIO (MAXIMUM): 50 PERCENT BY WEIGHT.
4. AGGREGATE SIZE (MAXIMUM): 1-1/2 INCH.
5. SLUMP: 4 INCHES.
6. DRYING SHRINKAGE LIMIT: 0.04 PERCENT. DRYING SHRINKAGE LIMIT IS PERCENTAGE OF CHANGE IN LENGTH AFTER 21 DAYS OF DRYING WHEN TESTED PER ASTM C157

2.03 CURING MATERIALS

- A. EVAPORATION RETARDER: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE.
B. ABSORPTIVE COVER: AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 9 OZ./SQ. YD. (305 G/SQ. M) WHEN DRY.
C. MOISTURE-RETAINING COVER: ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET.
D. WATER: POTABLE.
E. CLEAR, WATERBORNE, MEMBRANE-FORMING CURING COMPOUND: ASTM C 309, TYPE 1, CLASS B, DISSIPATING.

2.04 ADMIXTURES

A. NO ADMIXTURES SHALL BE ALLOWED WITHOUT WRITTEN ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ADMIXTURES THAT HAVE A NEGATIVE IMPACT ON CONCRETE FINISH SHALL NOT BE USED. WHEN MORE THAN ONE ADMIXTURE IS USED, ADMIXTURES SHALL BE COMPATIBLE. PROVIDE LETTER FROM ADMIXTURE MANUFACTURER THAT IT IS APPROPRIATE FOR PROPOSED MIX DESIGN.

B. AIR ENTRAINMENT: ASTM C260; "DARAVAIR", "MICRO-AIR", MANUFACTURED BY W.R. GRACE, MASTER BUILDERS OR EQUAL.

2.05 ACCESSORIES

A. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NON-METALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS; CAPABLE OF DEVELOPING MINIMUM COMPRESSIVE STRENGTH OF 2,400 PSI IN 48 HOURS AND 7,000 PSI IN 28 DAYS. SIKAGROUT 212 OR APPROVED EQUAL.

B. EPOXY GROUT: TWO-PART EPOXY ADHESIVE PRODUCT THAT CONFORMS TO THE REQUIREMENTS OF SIMPSON SET-XP HIGH STRENGTH EPOXY (ICC ESR-2508) BY SIMPSON STRONG TIE OR EQUAL PRODUCT WITH PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE. INSTALLATION SHALL BE IN STRICT CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

C. BONDING AGENT: ASTM C 1059/C 1059M, TYPE II, NONREDISPERSIBLE, ACRYLIC EMULSION OR STYRENE BUTADIENE.

D. EPOXY BONDING ADHESIVE: ASTM C 881, TWO-COMPONENT EPOXY RESIN, CAPABLE OF HUMID CURING AND BONDING TO DAMP SURFACES, OF CLASS SUITABLE FOR APPLICATION TEMPERATURE AND OF GRADE TO SUIT REQUIREMENTS, AND AS FOLLOWS:

2.06 REPAIR MATERIALS

A. REPAIR UNDERLAYMENT: CEMENT-BASED, POLYMER-MODIFIED, SELF-LEVELING PRODUCT THAT CAN BE APPLIED IN THICKNESSES FROM 1/8 INCH (3.2 MM) AND THAT CAN BE FEATHERED AT EDGES TO MATCH ADJACENT FLOOR ELEVATIONS.

B. CEMENT BINDER: ASTM C 150/C 150M, PORTLAND CEMENT OR HYDRAULIC OR BLENDED HYDRAULIC CEMENT AS DEFINED IN ASTM C 219.

C. PRIMER: PRODUCT OF UNDERLAYMENT MANUFACTURER RECOMMENDED FOR SUBSTRATE, CONDITIONS, AND APPLICATION.

D. AGGREGATE: WELL-GRADED, WASHED GRAVEL, 1/8 TO 1/4 INCH (3.2 TO 6 MM) OR COARSE SAND AS RECOMMENDED BY UNDERLAYMENT MANUFACTURER.

E. COMPRESSIVE STRENGTH: NOT LESS THAN 4100 PSI (29 MPA) AT 28 DAYS WHEN TESTED ACCORDING TO ASTM C 109/C 109M.

F. REPAIR OVERLAYMENT: CEMENT-BASED, POLYMER-MODIFIED, SELF-LEVELING PRODUCT THAT CAN BE APPLIED IN THICKNESSES FROM 1/4 INCH (6.4 MM) AND THAT CAN BE FILLED IN OVER A SCARIFIED SURFACE TO MATCH ADJACENT FLOOR ELEVATIONS.

G. CEMENT BINDER: ASTM C 150/C 150M, PORTLAND CEMENT OR HYDRAULIC OR BLENDED HYDRAULIC CEMENT AS DEFINED IN ASTM C 219.

H. PRIMER: PRODUCT OF TOPPING MANUFACTURER RECOMMENDED FOR SUBSTRATE, CONDITIONS, AND APPLICATION.

I. AGGREGATE: WELL-GRADED, WASHED GRAVEL, 1/8 TO 1/4 INCH (3.2 TO 6 MM) OR COARSE SAND AS RECOMMENDED BY TOPPING MANUFACTURER.

J. COMPRESSIVE STRENGTH: NOT LESS THAN 5000 PSI (34.5 MPA) AT 28 DAYS WHEN TESTED ACCORDING TO ASTM C 109/C 109M.

2.07 FORM-FACING MATERIALS

- A. SMOOTH-FORMED FINISHED CONCRETE: FORM-FACING PANELS THAT PROVIDE CONTINUOUS, TRUE, AND SMOOTH CONCRETE SURFACES. FURNISH IN LARGEST PRACTICABLE SIZES TO MINIMIZE NUMBER OF JOINTS.
1. PLYWOOD, METAL, OR OTHER APPROVED PANEL MATERIALS.
2. EXTERIOR-GRADE PLYWOOD PANELS, SUITABLE FOR CONCRETE FORMS, COMPLYING WITH DOC PS 1, AND AS FOLLOWS:
i. HIGH-DENSITY OVERLAY, CLASS 1 OR BETTER.
ii. MEDIUM-DENSITY OVERLAY, CLASS 1 OR BETTER; MILL-RELEASE AGENT TREATED AND EDGE SEALED.
iii. STRUCTURAL 1, B-B OR BETTER; MILL OILED AND EDGE SEALED.
iv. B-B (CONCRETE FORM), CLASS 1 OR BETTER; MILL OILED AND EDGE SEALED.

3. OVERLAID FINISH BIRCH PLYWOOD.

B. ROUGH-FORMED FINISHED CONCRETE: PLYWOOD, LUMBER, METAL, OR ANOTHER APPROVED MATERIAL. PROVIDE LUMBER DRESSED ON AT LEAST TWO EDGES AND ONE SIDE FOR TIGHT FIT.

C. FORMS FOR CYLINDRICAL COLUMNS, PEDESTALS, AND SUPPORTS: METAL, GLASS-FIBER-REINFORCED PLASTIC, PAPER, OR FIBER TUBES THAT PRODUCE SURFACES WITH GRADUAL OR ABRUPT IRREGULARITIES NOT EXCEEDING SPECIFIED FORMWORK SURFACE CLASS. PROVIDE UNITS WITH SUFFICIENT WALL THICKNESS TO RESIST PLASTIC CONCRETE LOADS WITHOUT DETRIMENTAL DEFORMATION.

D. PAN-TYPE FORMS: GLASS-FIBER-REINFORCED PLASTIC OR FORMED STEEL, STIFFENED TO RESIST PLASTIC CONCRETE LOADS WITHOUT DETRIMENTAL DEFORMATION.

E. VOID FORMS: BIODEGRADABLE PAPER SURFACE, TREATED FOR MOISTURE RESISTANCE, STRUCTURALLY SUFFICIENT TO SUPPORT WEIGHT OF PLASTIC CONCRETE AND OTHER SUPERIMPOSED LOADS.

F. CHAMFER STRIPS: WOOD, METAL, PVC, OR RUBBER STRIPS, 3/4 BY 3/4 INCH (19 BY 19 MM), MINIMUM. REFER TO DRAWINGS FOR CHAMFER SIZE.

G. RUSTICATION STRIPS: WOOD, METAL, PVC, OR RUBBER STRIPS, KERFED FOR EASE OF FORM REMOVAL.

H. FORM-RELEASE AGENT: COMMERCIALY FORMULATED FORM-RELEASE AGENT THAT DOES NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES AND DOES NOT IMPAIR SUBSEQUENT TREATMENTS OF CONCRETE SURFACES.

I. FORMULATE FORM-RELEASE AGENT WITH RUST INHIBITOR FOR STEEL FORM-FACING MATERIALS.

- J. FORM TIES: FACTORY-FABRICATED, REMOVABLE OR SNAP-OFF GLASS-FIBER-REINFORCED PLASTIC OR METAL FORM TIES DESIGNED TO RESIST LATERAL PRESSURE OF FRESH CONCRETE ON FORMS AND TO PREVENT SPALLING OF CONCRETE ON REMOVAL.
1. FURNISH UNITS THAT LEAVE NO CORRODIBLE METAL CLOSER THAN 1 INCH (25 MM) TO THE PLANE OF EXPOSED CONCRETE SURFACE.
2. FURNISH TIES THAT, WHEN REMOVED, LEAVE HOLES NO LARGER THAN 1 INCH (25 MM) IN DIAMETER IN CONCRETE SURFACE.
3. FURNISH TIES WITH INTEGRAL WATER-BARRIER PLATES TO WALLS INDICATED TO RECEIVE DAMPPROOFING OR WATERPROOFING.

2.08 STEEL REINFORCEMENT

A. REINFORCING BARS: ASTM A 615/A 615M, GRADE 60 (GRADE 420), DEFORMED.

2.09 REINFORCEMENT ACCESSORIES

A. JOINT DOWEL BARS: ASTM A 615/A 615M, GRADE 60 (GRADE 420), PLAIN-STEEL BARS, CUT TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.

B. EPOXY-COATED JOINT DOWEL BARS: ASTM A 615/A 615M, GRADE 60 (GRADE 420), PLAIN-STEEL BARS, ASTM A 775/A 775M EPOXY COATED.

C. EPOXY REPAIR COATING: LIQUID, TWO-PART, EPOXY REPAIR COATING; COMPATIBLE WITH EPOXY COATING ON REINFORCEMENT AND COMPLYING WITH ASTM A 775/A 775M.

D. ZINC REPAIR MATERIAL: ASTM A 780/A 780M.

PART 3 – EXECUTION

3.01 EXAMINATION

A. VERIFY REQUIREMENTS FOR CONCRETE COVER OVER REINFORCEMENT.

B. VERIFY THAT ANCHORS, SEATS, PLATES, REINFORCEMENT AND OTHER ITEMS TO BE CAST INTO CONCRETE ARE ACCURATELY PLACED, POSITIONED SECURELY, AND WILL NOT CAUSE HARDSHIP IN PLACING CONCRETE.

3.02 PREPARATION

A. PREPARE JOINTS IN PREVIOUSLY PLACED CONCRETE BY CLEANING WITH STEEL BRUSH AND APPLYING BONDING AGENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

B. COORDINATE THE PLACEMENT OF JOINT DEVICES WITH ERECTION OF CONCRETE FORMWORK AND PLACEMENT OF FORM ACCESSORIES.

3.03 FORMWORK INSTALLATION

A. DESIGN, ERECT, SHORE, BRACE, AND MAINTAIN FORMWORK, ACCORDING TO ACI 301 (ACI 301M), TO SUPPORT VERTICAL, LATERAL, STATIC, AND DYNAMIC LOADS, AND CONSTRUCTION LOADS THAT MIGHT BE APPLIED, UNTIL STRUCTURE CAN SUPPORT SUCH LOADS.

B. CONSTRUCT FORMWORK SO CONCRETE MEMBERS AND STRUCTURES ARE OF SIZE, SHAPE, ALIGNMENT, ELEVATION, AND POSITION INDICATED, WITHIN TOLERANCE LIMITS OF ACI 117 (ACI 117M).

C. LIMIT CONCRETE SURFACE IRREGULARITIES, DESIGNATED BY ACI 347 AS ABRUPT OR GRADUAL, AS FOLLOWS:

D. CONSTRUCT FORMS TIGHT ENOUGH TO PREVENT LOSS OF CONCRETE MORTAR.

E. CONSTRUCT FORMS FOR EASY REMOVAL WITHOUT HAMMERING OR PRYING AGAINST CONCRETE SURFACES. PROVIDE CRUSH OR WRECKING PLATES WHERE STRIPPING MAY DAMAGE CAST-CONCRETE SURFACES. PROVIDE TOP FORMS FOR INCLINED SURFACES STEEPER THAN 1.5 HORIZONTAL TO 1 VERTICAL.

1. DO NOT USE RUST-STAINED STEEL FORM-FACING MATERIAL.

F. PROVIDE TEMPORARY OPENINGS FOR CLEANOUTS AND INSPECTION PORTS WHERE INTERIOR AREA OF FORMWORK IS INACCESSIBLE. CLOSE OPENINGS WITH PANELS TIGHTLY FITTED TO FORMS AND SECURELY BRACED TO PREVENT LOSS OF CONCRETE MORTAR. LOCATE TEMPORARY OPENINGS IN FORMS AT INCONSPICUOUS LOCATIONS.

G. FORM OPENINGS, OFFSETS, AND BLOCKING REQUIRED IN THE WORK. DETERMINE SIZES AND LOCATIONS FROM TRADES PROVIDING SUCH ITEMS.

H. CLEAN FORMS AND ADJACENT SURFACES TO RECEIVE CONCRETE. REMOVE CHIPS, WOOD, SAWDUST, DIRT, AND OTHER DEBRIS JUST BEFORE PLACING CONCRETE.

I. RETIGHTEN FORMS AND BRACING BEFORE PLACING CONCRETE, AS REQUIRED, TO PREVENT MORTAR LEAKS AND MAINTAIN PROPER ALIGNMENT.

J. COAT CONTACT SURFACES OF FORMS WITH FORM-RELEASE AGENT, ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS, BEFORE PLACING REINFORCEMENT.

3.04 EMBEDDED ITEM INSTALLATION

A. PLACE AND SECURE ANCHORAGE DEVICES AND OTHER EMBEDDED ITEMS REQUIRED FOR ADJOINING WORK THAT IS ATTACHED TO OR SUPPORTED BY CAST-IN-PLACE CONCRETE. USE SETTING DRAWINGS, TEMPLATES, DIAGRAMS, INSTRUCTIONS, AND DIRECTIONS FURNISHED WITH ITEMS TO BE EMBEDDED.

1. INSTALL ANCHOR RODS, ACCURATELY LOCATED, TO ELEVATIONS REQUIRED AND COMPLYING WITH TOLERANCES IN SECTION 7.5 OF AISC 303.

3.05 REMOVING AND REUSING FORMS

A. GENERAL: FORMWORK FOR SIDES OF BEAMS, WALLS, COLUMNS, AND SIMILAR PARTS OF THE WORK THAT DOES NOT SUPPORT WEIGHT OF CONCRETE MAY BE REMOVED AFTER CUMULATIVELY CURING AT NOT LESS THAN 50 DEG F (10 DEG C) FOR 24 HOURS AFTER PLACING CONCRETE. CONCRETE HAS TO BE HARD ENOUGH TO NOT BE DAMAGED BY FORM-REMOVAL OPERATIONS, AND CURING AND PROTECTION OPERATIONS NEED TO BE MAINTAINED.

1. LEAVE FORMWORK FOR BEAM SOFFITS, JOISTS, SLABS, AND OTHER STRUCTURAL ELEMENTS THAT SUPPORT WEIGHT OF CONCRETE IN PLACE UNTIL CONCRETE HAS ACHIEVED AT LEAST 70 PERCENT OF ITS 28-DAY DESIGN COMPRESSIVE STRENGTH.

2. REMOVE FORMS ONLY IF SHORES HAVE BEEN ARRANGED TO PERMIT REMOVAL OF FORMS WITHOUT LOOSENING OR DISTURBING SHORES.

B. CLEAN AND REPAIR SURFACES OF FORMS TO BE REUSED IN THE WORK. SPLIT, FRAYED, DELAMINATED, OR OTHERWISE DAMAGED FORM-FACING MATERIAL ARE NOT ACCEPTABLE FOR EXPOSED SURFACES. APPLY NEW FORM-RELEASE AGENT.

C. WHEN FORMS ARE REUSED, CLEAN SURFACES, REMOVE FINS AND LAITANCE, AND TIGHTEN TO CLOSE JOINTS. ALIGN AND SECURE JOINTS TO AVOID OFFSETS. DO NOT USE PATCHED FORMS FOR EXPOSED CONCRETE SURFACES UNLESS APPROVED BY OWNERS REPRESENTATIVE.

3.06 JOINTS

A. GENERAL: CONSTRUCT JOINTS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE.

B. CONSTRUCTION JOINTS: INSTALL SO STRENGTH AND APPEARANCE OF CONCRETE ARE NOT IMPAIRED, AT LOCATIONS INDICATED OR AS APPROVED BY ARCHITECT.

1. PLACE JOINTS PERPENDICULAR TO MAIN REINFORCEMENT. CONTINUE REINFORCEMENT ACROSS CONSTRUCTION JOINTS UNLESS OTHERWISE INDICATED. DO NOT CONTINUE REINFORCEMENT THROUGH SIDES OF STRIP PLACEMENTS OF FLOORS AND SLABS.
2. FORM KEED JOINTS AS INDICATED. EMBED KEYS AT LEAST 1-1/2 INCHES (38 MM) INTO CONCRETE.
3. LOCATE JOINTS FOR BEAMS, SLABS, JOISTS, AND GIRDERS IN THE MIDDLE THIRD OF SPANS. OFFSET JOINTS IN GIRDERS A MINIMUM DISTANCE OF TWICE THE BEAM WIDTH FROM A BEAM-GIRDER INTERSECTION.
4. LOCATE HORIZONTAL JOINTS IN WALLS AND COLUMNS AT UNDERSIDE OF FLOORS, SLABS, BEAMS, AND GIRDERS AND AT THE TOP OF FOOTINGS OR FLOOR SLABS.
5. SPACE VERTICAL JOINTS IN WALLS. LOCATE JOINTS BESIDE PIERS INTEGRAL WITH WALLS, NEAR CORNERS, AND IN CONCEALED LOCATIONS WHERE POSSIBLE.
6. USE A BONDING AGENT AT LOCATIONS WHERE FRESH CONCRETE IS PLACED AGAINST HARDENED OR PARTIALLY HARDENED CONCRETE SURFACES.
7. USE EPOXY-BONDING ADHESIVE AT LOCATIONS WHERE FRESH CONCRETE IS PLACED AGAINST HARDENED OR PARTIALLY HARDENED CONCRETE SURFACES.

C. DOWELED JOINTS: INSTALL DOWEL BARS AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT COAT ONE-HALF OF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.

3.07 PLACING CONCRETE

A. BEFORE PLACING CONCRETE, VERIFY THAT INSTALLATION OF FORMWORK, REINFORCEMENT, AND EMBEDDED ITEMS IS COMPLETE AND THAT REQUIRED INSPECTIONS ARE COMPLETED.

B. DO NOT ADD WATER TO CONCRETE DURING DELIVERY, AT PROJECT SITE, OR DURING PLACEMENT UNLESS APPROVED BY LANDSCAPE ARCHITECT.

C. BEFORE TEST SAMPLING AND PLACING CONCRETE, WATER MAY BE ADDED AT PROJECT SITE, SUBJECT TO LIMITATIONS OF ACI 301 (ACI 301M).

1. DO NOT ADD WATER TO CONCRETE AFTER ADDING HIGH-RANGE WATER-REDUCING ADMIXTURES TO MIXTURE.

D. PLACE CONCRETE IN ACCORDANCE WITH ACI 301.

E. IN DEPOSITING CONCRETE IN PIERS, WALLS OR THIN SECTIONS, PROVIDE OPENINGS IN FORMS, ELEPHANT TRUNKS, TREMIES OR OTHER RECOGNIZED DEVICES, TO PREVENT SEGREGATION AND ACCUMULATION OF PARTIALLY HYDRATED CONCRETE ON FORMS OR METAL REINFORCEMENT ABOVE LEVEL OF CONCRETE BEING PLACED. SUCH DEVICES SHALL BE INSTALLED SO THAT CONCRETE WILL BE DROPPED VERTICALLY. UNCONFINED VERTICAL DROP OF CONCRETE FROM END OF SUCH DEVICES TO PLACEMENT SURFACE SHALL NOT EXCEED 6 FEET.

F. CONCRETE SHALL BE THOROUGHLY CONSOLIDATED DURING PLACEMENT, AND SHALL BE WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES WITH MECHANICAL VIBRATORS.

G. DEPOSIT CONCRETE CONTINUOUSLY IN ONE LAYER OR IN HORIZONTAL LAYERS OF SUCH THICKNESS THAT NO NEW CONCRETE IS PLACED ON CONCRETE THAT HAS HARDENED ENOUGH TO CAUSE SEAMS OR PLANES OF WEAKNESS. IF A SECTION CANNOT BE PLACED CONTINUOUSLY, PROVIDE CONSTRUCTION JOINTS AS INDICATED. DEPOSIT CONCRETE TO AVOID SEGREGATION.

1. DEPOSIT CONCRETE IN HORIZONTAL LAYERS OF DEPTH NOT TO EXCEED FORMWORK DESIGN PRESSURES AND IN A MANNER TO AVOID INCLINED CONSTRUCTION JOINTS.
2. CONSOLIDATE PLACED CONCRETE WITH MECHANICAL VIBRATING EQUIPMENT ACCORDING TO ACI 301 (ACI 301M).
3. DO NOT USE VIBRATORS TO TRANSPORT CONCRETE INSIDE FORMS. INSERT AND WITHDRAW VIBRATORS VERTICALLY AT UNIFORMLY SPACED LOCATIONS TO RAPIDLY PENETRATE PLACED LAYER AND AT LEAST 6 INCHES (150 MM) INTO PRECEDING LAYER. DO NOT INSERT VIBRATORS INTO LOWER LAYERS OF CONCRETE THAT HAVE BEGUN TO LOSE PLASTICITY. AT EACH INSERTION, LIMIT DURATION OF VIBRATION TO TIME NECESSARY TO CONSOLIDATE CONCRETE AND COMPLETE EMBEDMENT OF REINFORCEMENT AND OTHER EMBEDDED ITEMS WITHOUT CAUSING MIXTURE CONSTITUENTS TO SEGREGATE.

H. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM TWO WORKING DAYS PRIOR TO COMMENCEMENT OF OPERATIONS. DO NOT PLACE CONCRETE UNTIL FORMS AND REINFORCEMENT AS WELL AS OTHER REQUIRED INSPECTIONS HAVE OCCURRED AND THE OWNER'S REPRESENTATIVE IS PRESENT TO PERFORM OBSERVATIONS AND TESTING DURING PLACEMENT.

I. ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS, FORMED EXPANSION AND CONTRACTION JOINTS ARE NOT DISTURBED DURING CONCRETE PLACEMENT.

J. SEPARATE SLABS ON GRADE FROM VERTICAL SURFACES WITH 1/2 INCH THICK JOINT FILLER. PLACE JOINT FILLER TO REQUIRED ELEVATIONS. SECURE TO RESIST MOVEMENT BY WET CONCRETE.

K. EXTEND JOINT FILLER FROM BOTTOM OF SLAB TO WITHIN 1/8 INCH OF FINISHED SLAB SURFACE.

L. MAINTAIN RECORDS OF CONCRETE PLACEMENT. RECORD DATE, LOCATION, QUANTITY, AIR TEMPERATURE, AND TEST SAMPLES TAKEN.

M. PLACE CONCRETE CONTINUOUSLY BETWEEN PREDETERMINED CONTRACTION JOINTS.

N. DO NOT INTERRUPT SUCCESSIVE PLACEMENT; DO NOT PERMIT COLD JOINTS TO OCCUR.

DATE	REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE:	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: TECHNICAL SPECIFICATIONS	PROJECT NO. 230004.00 SHEET NO.
	PROJECT TITLE: FERNANDO PARK IMPROVEMENTS	L-4.0
		DWG FILE NO. 230004.00

- 3.08 CONCRETE FINISHING
- A. PROVIDE FORMED VERTICAL CONCRETE SURFACES TO BE LEFT EXPOSED WITH A SMOOTH FORMED FINISH, UNLESS NOTED OTHERWISE. COORDINATE WITH THE OWNER'S REPRESENTATIVE WHEN QUESTIONS ARISE.
- B. PROVIDE A 1/2" CHAMFER ON ALL EXPOSED CONCRETE EDGES, UNLESS NOTED OTHERWISE. COORDINATE WITH THE OWNER'S REPRESENTATIVE WHEN QUESTIONS ARISE.
- C. BURIED CONCRETE SURFACES CAN BE ROUGH FORMED BEYOND 3.5" BELOW GRADE, UNLESS NOTED OTHERWISE.
- 3.09 CURING AND PROTECTION
- A. IMMEDIATELY AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY.
- B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
- C. SPRAYING: SPRAY WATER OVER HORIZONTAL CONCRETE SURFACES AND MAINTAIN WET FOR 7 DAYS.
- 3.10 PATCHING
- A. ALLOW OWNER'S REPRESENTATIVE TO INSPECT CONCRETE SURFACES IMMEDIATELY UPON REMOVAL OF FORMS.
- B. HONEYCOMB OR EMBEDDED DEBRIS IN CONCRETE IS NOT ACCEPTABLE. NOTIFY OWNER'S REPRESENTATIVE UPON DISCOVERY.
- C. PATCH IMPERFECTIONS IN ACCORDANCE WITH ACI 301 AND SATISFACTION OF OWNER'S REPRESENTATIVE.
- 3.11 DEFECTIVE CONCRETE
- A. DEFECTIVE CONCRETE: CONCRETE NOT CONFORMING TO REQUIRED LINES, DETAILS, DIMENSIONS, TOLERANCES OR SPECIFIED REQUIREMENTS.
- B. REPAIR OR REPLACEMENT OF DEFECTIVE CONCRETE WILL BE DETERMINED BY THE OWNER'S REPRESENTATIVE.
- C. DO NOT PATCH, FILL, TOUCH-UP, REPAIR, OR REPLACE EXPOSED CONCRETE EXCEPT UPON EXPRESS DIRECTION OF LANDSCAPE ARCHITECT FOR EACH INDIVIDUAL AREA.
- D. REPAIRING FORMED SURFACES: SURFACE DEFECTS INCLUDE COLOR AND TEXTURE IRREGULARITIES, CRACKS, SPALLS, AIR BUBBLES, HONEYCOMBS, ROCK POCKETS, FINS AND OTHER PROJECTIONS ON THE SURFACE, AND STAINS AND OTHER DISCOLORATIONS THAT CANNOT BE REMOVED BY CLEANING.
1. IMMEDIATELY AFTER FORM REMOVAL, CUT OUT HONEYCOMBS, ROCK POCKETS, AND VOIDS MORE THAN 1/2 INCH (13 MM) IN ANY DIMENSION TO SOLID CONCRETE. LIMIT CUT DEPTH TO 3/4 INCH (19 MM). MAKE EDGES OF CUTS PERPENDICULAR TO CONCRETE SURFACE. CLEAN, DAMPEN WITH WATER, AND BRUSH-COAT HOLES AND VOIDS WITH BONDING AGENT. FILL AND COMPACT WITH PATCHING MORTAR BEFORE BONDING AGENT HAS DRIED. FILL FORM-TIE VOIDS WITH PATCHING MORTAR OR CONE PLUGS SECURED IN PLACE WITH BONDING AGENT.
2. REPAIR DEFECTS ON SURFACES EXPOSED TO VIEW BY BLENDING WHITE PORTLAND CEMENT AND STANDARD PORTLAND CEMENT SO THAT, WHEN DRY, PATCHING MORTAR MATCHES SURROUNDING COLOR. PATCH A TEST AREA AT INCONSPICUOUS LOCATIONS TO VERIFY MIXTURE AND COLOR MATCH BEFORE PROCEEDING WITH PATCHING. COMPACT MORTAR IN PLACE AND STRIKE OFF SLIGHTLY HIGHER THAN SURROUNDING SURFACE.
3. REPAIR DEFECTS ON CONCEALED FORMED SURFACES THAT AFFECT CONCRETE'S DURABILITY AND STRUCTURAL PERFORMANCE AS DETERMINED BY LANDSCAPE ARCHITECT.
- E. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR REPAIR OF DEFECTIVE CONCRETE.
- 3.12 FIELD QUALITY CONTROL
- A. PROVIDE FREE ACCESS TO WORK AND COOPERATE WITH OWNER'S REPRESENTATIVE, AND SPECIAL INSPECTOR.
- B. SPECIAL INSPECTIONS: OWNER WILL ENGAGE A SPECIAL INSPECTOR AND QUALIFIED TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS AND PREPARE TEST REPORTS.
- C. TESTING AGENCY: ENGAGE A QUALIFIED TESTING AND INSPECTING AGENCY TO PERFORM TESTS AND INSPECTIONS AND TO SUBMIT REPORTS.
- D. ONE TEST CYLINDER WILL BE TAKEN DURING COLD WEATHER CONCRETING, CURED ON JOB SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.
- E. AT A MINIMUM ONE SLUMP TEST WILL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

END OF SECTION 03 31 00

SECTION 11 68 00 - PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 – GENERAL

- 1.01 RELATED DOCUMENTS
- A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING SPECIAL PROVISIONS AND ALL SPECIFICATION SECTIONS, MAY APPLY TO WORK OF THIS SECTION.
- B. RELATED DRAWINGS:
1. SECTION 03 30 00 - CAST-IN-PLACE CONCRETE
2. SECTION 32 11 23 - AGGREGATE BASE COURSES
3. SECTION 32 18 16.13 - PLAYGROUND PROTECTIVE SURFACING
- 1.02 DESCRIPTION OF WORK
- A. PROVIDE ALL NECESSARY MATERIALS, LABOR, TOOLS AND EQUIPMENT TO PERFORM THE WORK INCLUDED IN THE SECTION FOR THE INSTALLATION OF FREESTANDING AND COMPOSITE PLAYGROUND EQUIPMENT.
- 1.03 SUBMITTALS
- A. GENERAL: SUBMIT UNDER THE GENERAL AND SPECIAL PROVISIONS SECTION OF THE PROJECT SPECIFICATIONS PROVIDED BY THE CITY.
- B. PRODUCT DATA: SUBMIT MANUFACTURER'S "CUT-SHEETS," TECHNICAL DATA, INSTALLATION INSTRUCTIONS, WARRANTIES, AND FINISH/COLOR SAMPLES FOR ALL PLAY EQUIPMENT LISTED, IN COMPLIANCE WITH GENERAL AND SPECIAL PROVISIONS SECTION "SUBMITTAL PROCEDURES".
- C. QUALIFICATION DATA: FOR THE QUALIFIED INSTALLER AND PLAY EQUIPMENT TO BE IPEMA CERTIFICATION.
- D. PRODUCT CERTIFICATES: FOR EACH TYPE OF PLAYGROUND EQUIPMENT, FROM THE MANUFACTURER.
- E. WARRANTY: SAMPLE PRODUCT WARRANTY.
- F. MATERIAL CERTIFICATES: FOR THE FOLLOWING ITEMS, FROM THE MANUFACTURER:
1. SHOP FINISHES.
2. RECYCLED PLASTIC.
- 1.04 JOB CONDITIONS
- A. CONTRACTOR IS SOLELY RESPONSIBLE TO PROTECT ALL PLAY EQUIPMENT FROM ANY DAMAGE OR VANDALISM UNTIL ACCEPTANCE OF PROJECT, OR WRITTEN ACCEPTANCE OF INDIVIDUAL PLAY EQUIPMENT.
- 1.05 QUALITY ASSURANCE
- A. INSTALLER QUALIFICATIONS: INSTALLATION MUST BE COMPLETED BY A MANUFACTURER APPROVED INSTALLER.
- B. SAFETY STANDARDS: PROVIDE PLAYGROUND EQUIPMENT COMPLYING WITH OR EXCEEDING THE REQUIREMENTS IN ASTM F 1487-17.
- C. MANUFACTURER QUALIFICATIONS: A FIRM WHOSE PLAYGROUND EQUIPMENT COMPONENTS HAVE BEEN CERTIFIED BY IPEMA'S THIRD-PARTY PRODUCT CERTIFICATION SERVICE.
1. PROVIDE PLAYGROUND EQUIPMENT AND PLAY STRUCTURE COMPONENTS BEARING THE IPEMA CERTIFICATION SEAL.

- 1.06 WARRANTY
- A. SPECIAL WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE COMPONENTS OF PLAYGROUND EQUIPMENT THAT FAILS IN MATERIALS OR WORKMANSHIP WITHIN THE SPECIFIED WARRANTY PERIOD.
1. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
- i. STRUCTURAL FAILURES.
- ii. DETERIORATION OF METALS, METAL FINISHES, AND OTHER MATERIALS BEYOND NORMAL WEATHERING.
- B. WARRANTY PERIOD: FIVE YEARS FROM DATE OF CONTRACT ACCEPTANCE.
- PART 2 – PRODUCTS
- 2.01 PLAY EQUIPMENT
- A. PLAYGROUND EQUIPMENT WILL BE OWNER PROVIDED AND CONTRACTOR INSTALLED
1. PRODUCT REPRESENTATIVE
- i. ROSS RECREATION EQUIPMENT: CASEY HILBERT (831) 689-9110
2. OR APPROVED EQUAL.
- B. COLORS: TBD THROUGH SUBMITTAL PROCESS.
- C. PLAY EQUIPMENT ITEMS SHALL BE AS SPECIFIED ON THE DRAWINGS.

PART 3 – EXECUTION

- 3.01 EXAMINATION
- A. EXAMINE AREAS AND CONDITIONS, WITH INSTALLER PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR SITE CLEARING, EARTHWORK, SITE SURFACE AND SUBGRADE DRAINAGE, AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK.
1. DO NOT BEGIN INSTALLATION BEFORE FINAL GRADING REQUIRED FOR PLACING PROTECTIVE SURFACING IS COMPLETED UNLESS OTHERWISE PERMITTED BY ARCHITECT.
- B. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- 3.02 PREPARATION
- A. VERIFY LOCATIONS OF PLAYGROUND PERIMETER AND PATHWAYS. VERIFY THAT PLAYGROUND LAYOUT AND EQUIPMENT LOCATIONS COMPLY WITH REQUIREMENTS FOR EACH TYPE AND COMPONENT OF EQUIPMENT.
- 3.03 EQUIPMENT INSTALLATION
- A. ALL PLAY EQUIPMENT TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
- B. TO GUIDE INSTALLATION, EACH STRUCTURE SHALL BE ACCOMPANIED BY BILLS OF MATERIALS, WRITTEN INSTRUCTIONS, AN ERECTION PLAN VIEW DRAWING, AND A FOOTING PLAN LOCATION DRAWING TO BE FURNISHED PRIOR TO OR WITH THE DELIVERY OF THE PLAY STRUCTURE. TO FACILITATE ASSEMBLY, EACH PART SHALL BE INDELIBLY STENCILED WITH AN EASILY-READ IDENTIFICATION NUMBER KEVED TO THE BILLS OF MATERIALS AND ERECTION DRAWINGS. ALL COMPONENTS SHALL BE SHIPPED UNITIZED, PROTECTIVELY WRAPPED, BANDED FOR MECHANICAL HANDLING AND READY FOR ASSEMBLY.
1. MAXIMUM EQUIPMENT HEIGHT: COORDINATE INSTALLED HEIGHTS OF EQUIPMENT AND COMPONENTS WITH FINISHED ELEVATIONS OF PROTECTIVE SURFACING. SET EQUIPMENT SO FALL HEIGHTS AND ELEVATION REQUIREMENTS FOR AGE GROUP USE AND ACCESSIBILITY ARE WITHIN REQUIRED LIMITS. VERIFY THAT PLAYGROUND EQUIPMENT ELEVATIONS COMPLY WITH REQUIREMENTS FOR EACH TYPE AND COMPONENT OF EQUIPMENT.
- C. INSTALL ALL PLAY EQUIPMENT PER RESPECTIVE MANUFACTURER'S INSTRUCTIONS IN CONIUNCTION WITH ALL CONTRACT DOCUMENTS. IMMEDIATELY NOTIFY OWNERS REPRESENTATIVE OF ANY CONFLICTING INFORMATION OR DISCREPANCIES.
- D. IMMEDIATELY AFTER INSTALLATION OF ADJACENT PAVING, PLANTINGS, OR OTHER FIXTURES, CONTRACTOR SHALL COMPLETELY WASH DOWN PLAY EQUIPMENT CONTAINED WITHIN THE AREA UNTIL CLEAN AND FREE OF DEBRIS.
- E. POST AND FOOTING EXCAVATION: EXCAVATE HOLES FOR POSTS AND FOOTINGS AS INDICATED IN FIRM, UNDISTURBED OR COMPACTED SUBGRADE SOIL.
- F. RETAIN FIRST PARAGRAPH BELOW FOR PLAYGROUND EQUIPMENT SET WITHOUT CONCRETE, OR DELETE IF PLAYGROUND EQUIPMENT IS ATTACHED TO A SUPPORTING STRUCTURE THAT DOES NOT REQUIRE SUPPORT BY CONCRETE FOOTINGS. POST SET ON SUBGRADE: LEVEL BEARING SURFACES WITH DRAINAGE FILL TO REQUIRED ELEVATION.
- G. RETAIN PARAGRAPH BELOW IF PLAYGROUND EQUIPMENT IS SET WITH CONCRETE FOOTINGS. MOST PLAYGROUND EQUIPMENT REQUIRES CONCRETE FOOTINGS. POST SET WITH CONCRETE FOOTING: COMPLY WITH ACI 301 FOR MEASURING, BATCHING, MIXING, TRANSPORTING, FORMING, AND PLACING CONCRETE.
1. SET EQUIPMENT POSTS IN CONCRETE FOOTING. PROTECT PORTION OF POSTS ABOVE FOOTING FROM CONCRETE SPLATTER. VERIFY THAT POSTS ARE SET PLUMB OR AT THE CORRECT ANGLE, ALIGNMENT, HEIGHT, AND SPACING. RETAIN FIRST SUBPARAGRAPH BELOW FOR POSTS SET IN CONCRETE.
- i. PLACE CONCRETE AROUND POSTS AND VIBRATE OR TAMP FOR CONSOLIDATION. HOLD POSTS IN POSITION DURING PLACEMENT AND FINISHING OPERATIONS UNTIL CONCRETE IS SUFFICIENTLY CURED.
2. EMBEDDED ITEMS: USE SETTING DRAWINGS AND MANUFACTURER'S WRITTEN INSTRUCTIONS TO ENSURE CORRECT INSTALLATION OF ANCHORAGES FOR EQUIPMENT.
3. CONCRETE FOOTINGS: INSTALL PER SECTION 03 31 00 - CAST-IN-PLACE CONCRETE. SMOOTH TOP, AND SHAPE TO SHED WATER.
- 3.04 QUALITY CONTROL
- A. UPON COMPLETION OF THE INSTALLATION OF PLAYGROUND EQUIPMENT PRODUCTS/PARTS, THE PLAYGROUND SHALL BE INSPECTED AND CERTIFIED COMPLIANT BY:
1. A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) CONTRACTED BY THE CONTRACTOR FOR PLAYGROUND SAFETY COMPLIANCE WITH ASTM F 1487-11 AND ASTM F2373 (EQUIPMENT FOR CHILDREN AS 6 MONTHS -23 MONTHS)
2. MANUFACTURER'S FIELD SERVICE: ENGAGE A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE TO INSPECT COMPONENTS, ASSEMBLIES, AND EQUIPMENT INSTALLATIONS, INCLUDING CONNECTIONS, AND TO ASSIST IN TESTING.
- B. NOTIFY THE OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE OF DATE AND TIME OF FINAL INSPECTION.
- 3.06 MAINTENANCE
- A. CONTRACTOR SHALL MAINTAIN ALL PLAY EQUIPMENT IN A FIRST-CLASS, NEW CONDITION UNTIL PROJECT FINAL ACCEPTANCE, OR WRITTEN ACCEPTANCE OF INDIVIDUAL PLAY EQUIPMENT.

END OF SECTION 11 68 00

SECTION 32 18 16.13 - PLAYGROUND PROTECTIVE SURFACING

PART 1 – GENERAL

- 1.01 RELATED DOCUMENTS
- A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING SPECIAL PROVISIONS AND ALL SPECIFICATION SECTIONS, MAY APPLY TO WORK OF THIS SECTION.
- 1.02 DESCRIPTION OF WORK
- A. PROVIDE ALL NECESSARY MATERIALS, LABOR, TOOLS AND EQUIPMENT TO PERFORM THE WORK INCLUDED IN THE SECTION FOR THE INSTALLATION OF THE ENGINEERED WOOD FIBER, WEAR MATS, GEOTEXTILE FABRIC, SUB-BASE, AND ACCESS RAMPS INTO PLAYGROUND
- 1.03 SUBMITTALS
- A. MANUFACTURER'S PRODUCT LITERATURE AND SPECIFICATION DATA.
- B. ASTM F1292-17 IMPACT ATTENUATION TEST CERTIFICATION FOR SAFETY SURFACE SYSTEM TO BE INSTALLED IN COMPLIANCE WITH THE CRITICAL FALL HEIGHT AS DETERMINED BY THE PLAYGROUND EQUIPMENT TO BE INSTALLED.
- C. ASTM F2223 PLAYGROUND SURFACING
- D. ASTM F2075 ENGINEERED WOOD FIBER

- E. ASTM F1951-14 ADA ACCESSIBILITY TEST.
- F. ASTM D2859 FLAMMABILITY TEST.
- G. ASTM E303 SKID RESISTANT TEST.
- H. ASTM D624 TEAR RESISTANCE TEST.
- I. ASTM D412 TENSILE STRENGTH TEST.
- J. IPEMA CERTIFICATION LETTER.
- K. STATEMENT OF WARRANTY FOR A MINIMUM FIVE-YEAR PERIOD WITH DETAILED WARRANTY CLAIM REQUIREMENTS OF THE OWNER AND SPECIFIC PROCEDURES TO BE FOLLOWED BY THE MANUFACTURER IN TERMS OF RESPONSE AND REPAIR OF WARRANTY CLAIMS.
- L. SAMPLES OF LOOSE-FILL UNTIL APPROVED.
- 1.04 QUALITY ASSURANCE
- A. MATERIAL PERFORMANCE REQUIREMENT:
1. SAFETY SURFACING SHALL MEET CURRENT ASTM TEST CRITERIA IDENTIFIED IN 1.03 SUBMITTALS.
2. THE SAFETY SURFACE MUST YIELD DECELERATION OF NO MORE THAN 200 G-MAX AND A HEAD INJURY CRITERIA (HIC) VALUE OF NO MORE THAN 1000 FOR A HEAD-FIRST FALL FROM THE HIGHEST ACCESSIBLE PORTION OF PLAY EQUIPMENT INSTALLED.
- B. MANUFACTURER'S DETAILED INSTALLATION PROCEDURES SHALL BE SUBMITTED TO THE ARCHITECT AND MADE A PART OF THE BID SPECIFICATIONS.

PART 2 – PRODUCTS

- 2.01 LOOSE-FILL SAFETY SURFACE
- A. MANUFACTURER
1. FIBAR PLAYGROUND SURFACES
2. APPROVED EQUAL
- B. MATERIALS
1. ENGINEERED WOOD FIBER, COMPLYING WITH ASTM F2075
- 2.02 GEOTEXTILE FABRIC
- A. MANUFACTURER
1. TENCATE OR APPROVED EQUAL.
- B. MATERIAL
1. FABRIC TO BE NON-WOVEN GEOTEXTILE FABRIC.
2. COLOR TO BE BLACK.
3. BLACK PLASTIC IS PROHIBITED.

PART 3 – EXECUTION

- 3.01 LOOSE-FILL SAFETY SURFACE MATERIAL, WEAR MATS AND GEOTEXTILE FABRIC
- A. PREPARE SUBGRADE (EARTH) PER THE DRAWINGS; ENSURE A MINIMUM OF 1% SLOPE TOWARD DRAIN. SUBGRADE SHALL BE FREE OF STONES, ROOTS AND OTHER VEGETATION.
- B. INSTALL GEOTEXTILE FABRIC OVER COMPACTED EARTH. OVERLAP FABRIC SEAMS A MIN. 3" AND UP THE SIDE OF THE PLAY AREA BOUNDARY PER THE DRAWINGS. SLIT FABRIC AROUND UPRIGHTS AND OVERLAP.
- C. MARK PLAY POSTS AT APPROPRIATE SURFACING DEPTHS, ESPECIALLY AT SWINGS TO PROVIDE A GUIDE FOR CITY MAINTENANCE STAFF WHEN RAKING BACK DISPLACED LOOSE-FILL SAFETY SURFACING. THE MARK CAN BE MADE WITH A SMALL DOT OF PAINT IN CONTRASTING COLOR TO THE PLAY POSTS.
- D. INSTALL NEW LOOSE-FILL MATERIAL ACROSS ENTIRE PLAYGROUND AREA TO THE RECOMMENDED DEPTH. TAMP LOOSE-FILL. MAINTAIN ½" BETWEEN TOP OF PLAYGROUND BOUNDARY SURFACE AND TOP OF LOOSE-FILL MATERIAL. A SMALL FRONT-END LOADER MAY BE USED TO SPREAD THE SURFACING. THE OPERATOR SHALL NOT TRAVEL ON THE FABRIC OR TURN SHARPLY ON THE SURFACING.
- E. THE REQUIRED DEPTH OF LOOSE-FILL SAFETY SURFACE MATERIAL SHALL BE CALCULATED BASED ON THE EQUIPMENT'S CRITICAL FALL HEIGHT. THE FALL HEIGHT OF A PIECE OF EQUIPMENT IS THE DISTANCE BETWEEN THE HIGHEST DESIGNATED PLAY SURFACE ON A PIECE OF EQUIPMENT AND THE PROTECTIVE SURFACE BENEATH IT. THE CONTRACTOR SHALL OBTAIN THIS FROM THE MANUFACTURER FOR EACH PIECE PRIOR TO INSTALLATION OF THE SAFETY SURFACING. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL LOOSE-FILL SAFETY MATERIAL TO MEET THE REQUIRED FALL HEIGHT PER THE MANUFACTURER'S RECOMMENDATION. ALTERNATIVELY, THE SAFETY SURFACE SHALL BE INSTALLED TO THE MAXIMUM DEPTH TO ENSURE THE CRITICAL HEIGHT DEPTH IS MET ON EXISTING EQUIPMENT WHERE FALL ZONES AND HEIGHTS ARE NOT CLEAR.
- F. NEW SURFACING SHALL BE RAKED LEVEL THROUGH THE PLAYGROUND.
- G. INSTALL WEAR MATS PER MANUFACTURER'S RECOMMENDATION EITHER ON TOP OR MID-WAY BELOW LOOSE-FILL SAFETY SURFACE TO MAINTAIN A LEVEL SURFACE. FOR ON TOP OF FIBAR APPLICATION: THE MANUFACTURER RECOMMENDS THE CONTRACTOR RAKE OUT A 39"x39"x2" AREA TO ACCEPT THE 36"x36" MAT. MAKE SURE THE AREA IS LEVEL, INSTALL MAT AND RAKE BACK THE LOOSE-FILL SAFETY TO THE EDGE OF THE MAT. ANCHORING IS NOT NECESSARY DUE TO THE WEIGHT OF THE MATS. RAKE SURFACE AGAIN AFTER TWO WEEKS OF ACTIVE USE.

DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 230004.00
	TECHNICAL SPECIFICATIONS	SHEET NO.
	PROJECT TITLE:	L-4.1
	FERNANDO PARK IMPROVEMENTS	DWG FILE NO. 230004.00
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		
SCALE:		

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

3.02 ACCESS RAMPS

A. PERFORM WORK IN ACCORDANCE WITH ACI 30, AND CALTRANS STANDARD PLANS AND SPECIFICATIONS.

B. EXPANSION JOINT FILLER MUST COMPLY WITH SECTION 32 13 13 - CONTRETE PAVING OR IN NOT APPLICABLE CONTRACTOR SHALL FOLLOW CALTRANS STANDARD SPECIFICATION SECTION 73

C. CONCRETE MIX: PER SECTION 32 13 13 - CONTRETE PAVING OR IF NOT APPLICABLE, SELECT PROPORTIONS FOR NORMAL WEIGHT CONCRETE IN ACCORDANCE WITH ACI 301 METHOD 1. PROVIDE CONCRETE TO THE FOLLOWING CRITERIA:

1. COMPRESSIVE STRENGTH: 3,000 PSI AT 28 DAYS.

2. SLUMP: 4 INCHES.

3. MINIMUM CEMENT CONTENT: 550 POUNDS/CU YD.

4. MAXIMUM WATER/CEMENT RATIO: 50%.

D. DOWELED EXPANSION/COLD JOINTS: CONTRACTOR SHALL DOWEL INTO EXISTING CONCRETE PAVING OR PLAYGROUND PERIMETER IF CONCRETE WITH A MINIMUM OF TWO (2) #4 BAR SLEEVED DOWELS (18" LONG). GREASE ONE SIDE OF BAR. PROVIDE AN EXPANSION JOINT BETWEEN COLD JOINTS.

E. CONCRETE FINISH: FINISH CONCRETE WITH NON-SLIP BROOM FINISH WITH TEXTURE TRANSVERSE TO DIRECTION OF TRAVEL. PLACE CURING COMPOUND ON EXPOSED CONCRETE SURFACES IMMEDIATELY AFTER FINISHING.

F. CURING COMPOUND: ASTM C309, TYPE 1 OR 1D, CLASS A OR B.

G. PROTECTION: IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM PREMATURE DRYING, EXCESSIVE HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. DO NOT PERMIT PEDESTRIAN OR VEHICULAR TRAFFIC OVER PAVEMENT UNTIL 80 PERCENT DESIGN STRENGTH OF CONCRETE HAS BEEN ACHIEVED, OR 7 DAYS.

PART 4 – TESTING AND INSPECTION

A. UPON COMPLETION OF THE INSTALLATION OF SAFETY SURFACE MATERIAL, AND WEAR MATS, THE PLAYGROUND SHALL BE INSPECTED BY:

1. A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) CONTRACTED BY THE CITY ENGINEER OF RECORD FOR PLAYGROUND SAFETY COMPLIANCE.

END OF SECTION 32 16 16.13

SECTION 32 90 00 - PLANTING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING SPECIAL PROVISIONS AND ALL SPECIFICATION SECTIONS, MAY APPLY TO WORK OF THIS SECTION.

B. RELATED SECTIONS:

1. SECTION 31 20 00 - EARTH MOVING

1.02 DESCRIPTION OF WORK

A. PROVIDE ALL NECESSARY MATERIALS, LABOR, TOOLS AND EQUIPMENT TO PERFORM THE WORK INCLUDED IN THE SECTION FOR THE INSTALLATION OF MULCH.

1.04 SUBMITTALS

A. GENERAL:

1. SUBMIT UNDER THE PROVISIONS OF THE GENERAL CONDITIONS- SUBMITTALS.

B. PRODUCT DATA:

1. SUBMIT PRODUCT INFORMATION OR "CUT-SHEETS" FOR ALL PROPOSED PRODUCTS ON ALL SPECIFIED PRODUCTS TO BE USED. CLEARLY INDICATE SPECIFIC PRODUCT TO BE USED ON EACH "CUT-SHEET".

C. SAMPLES FOR VERIFICATION:

1. PHYSICAL SAMPLES OF MULCH TOP DRESSING (ONE QUART BAG FULL MINIMUM).

D. PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, SIGNED BY PRODUCT MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:

1. MANUFACTURER'S CERTIFIED ANALYSIS FOR STANDARD PRODUCTS

1.05 DELIVERY, STORAGE AND HANDLING

A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER.

PART 2 – PRODUCTS

2.01 MULCH TOP DRESS:

A. MANUFACTURER

VISION RECYCLING
ATTN: ANDREW TUCKMAN
41900 BOSCELL ROAD
FREMONT, CA 94538
(510) 353-6030
CONTACT@VISIONRECYCLING.COM
OR APPROVED EQUAL

B. MATERIAL

1. 'DYED WOOD FINES' IN MAHOGANY COLOR OR 'WONDER MULCH' BY VISION RECYCLING.

2. MATERIAL SHALL BE SHREDDED WOOD AND BARK RESIDUAL FROM PINE AND/OR FIR AND MEET THE FOLLOWING:

i. GRADING:

SIEVE SIZE	PERCENT PASSING
1"	95%
3/8"	50%
MESH	25%

3. SHALL HAVE ACID PH, BASED ON DRY WEIGHT.

4. ASH CONTENT SHALL NOT EXCEED 7 PERCENT BASED ON DRY WEIGHT.

5. MOISTURE SHALL BE BETWEEN 12% AND 35% BASED ON FRESH MATERIAL.

6. SHALL BE FREE OF SOLUBLE SALTS SUCH THAT THE SATURATION EXTRACT CONDUCTIVITY SHALL NOT EXCEED 1.5.

7. MULCH SHALL BE SCREENED WOOD CHIPS, UNIFORM COLOR, CLEAN AND FREE OF IMPURITIES. MAXIMUM SIZE TO BE 1 1/4".

8. TEXTURE OF MULCH SHALL BE BLENDED WITH SAWDUST, BARK AND WOOD CHIPS AND HAVE AN OVERALL FINE TEXTURE WITH NO LARGE BARK CHUNKS OR ONLY FINE PARTICLES.

9. COLOR MAY BE MAHOGANY OR HAVE NO COLOR ADDED BUT MUST LOOK NATURAL AND NOT DIED RED.

C. GORILLA HAIR IS PROHIBITED.

D. LAVA ROCK IS PROHIBITED.

PART 3 – EXECUTION

3.01 MULCHING

A. RE-CULTIVATE ANY COMPACTED SOIL AREAS AND RAKE SMOOTH PRIOR TO APPLICATION OF PRE-EMERGENT WEED CONTROL AND MULCH TOP-DRESSING.

B. SPRAY OUT AND PHYSICALLY REMOVE ALL WEEDS FROM ALL PLANTING AREAS AND AREAS THAT WILL RECEIVE MULCH TOP DRESS.

C. APPLY MULCH TOP DRESS TO PLANT PITS AND TREE/SHRUB/GROUND COVER PLANTING AREAS AND WHERE SHOWN.

D. PROVIDE NOT LESS THAN 2" DEPTH OF APPROVED MULCH, SLIGHTLY WORK INTO TOP OF BACKFILL AND FINISH LEVEL WITH ADJACENT FINISH GRADES AVOIDING TREE ROOTBALLS. A THIN LAYER OF MULCH (1/2 INCH) CAN BE APPLIED TO THE ROOT BALL AREA FOR AESTHETICS.

E. DO NOT PILE MUCH AGAINST THE TRUNK OF THE TREE.

F. PULL THE THICKER LAYER OF MULCH TOP DRESS 4" AWAY FROM STALK OR TRUNK OF PLANT.

G. AND MAINTAIN AS SPECIFIED.

3.02 CLEANUP AND PROTECTION

A. DURING ALL STAGES OF WORK, KEEP PAVEMENTS CLEAN AND WORK AREA IN A CLEAN AND ORDERLY CONDITION.

B. PROTECT PLANTING WORK AND MATERIALS FROM DAMAGE DUE TO PLANTING OPERATIONS, OPERATIONS BY OTHER CONTRACTORS, TRADES PEOPLE AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS AND UNTIL FINAL ACCEPTANCE. TREAT, REPAIR OR REPLACE DAMAGED WORK OR MATERIALS AS NECESSARY OR AS DIRECTED BY OWNER'S REPRESENTATIVE.

END OF SECTION 32 90 00

DATE	REVISIONS
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA, 93955 (831)-899-6825
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET TITLE: TECHNICAL SPECIFICATIONS PROJECT TITLE: FERNANDO PARK IMPROVEMENTS
SCALE:	PROJECT NO. 230004.00 SHEET NO. L-4.2 DWG FILE NO. 230004.00

DOCUMENT 00 0101

PROJECT MANUAL

for

FERNANDO PARK IMPROVEMENTS

located at

FERNANDO STREET BETWEEN MINGO AVENUE AND SAN PABLO AVENUE

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Reviewed By: Leslie Llantero
Assistant Engineer

Advertisement Date: July 6, 2023

Bid Date: July 27, 2023

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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 **3:00 pm on Thursday, July 27, 2023** for the following public work:

**CITY OF SEASIDE
FERNANDO PARK IMPROVEMENTS**

located at

**FERNANDO STREET BETWEEN MINGO AVENUE AND SAN PABLO AVENUE
SEASIDE, CALIFORNIA**

- 1.02 Project Description:** This project includes earthwork, play equipment, wood fiber play surfacing, concrete walkways and curbs.
- 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 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on **Tuesday, July 18, 2023 at 10:00 am** on site at Fernando Park located on Fernando Street between Mingo Avenue and San Pablo Avenue.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California **Class A General Engineering Contractor** 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 the Base contract bid only.
- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are

deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 2113**INSTRUCTIONS TO BIDDERS**

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

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

- A. Owner will conduct optional 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 5th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the 2th 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 five 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 – Fernando Park Improvements - <<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. The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

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

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

3.02 Evaluation of Bids

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

3.03 Reservation of Rights

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

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

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

4.02 Exclusive Remedy

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

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

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th Business Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

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

5.03 Failure to Execute and Deliver Documents:

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

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

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

6.02 Conformed Project Manual:

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

6.03 Bonds:

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

6.04 Wage Rates:

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

6.05 Notice of Compliance Monitoring:

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

6.06 Withdrawal of Bids:

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

6.07 Ineligible Contractors and Subcontractors:

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

6.08 Substitutions:

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

6.09 Definitions:

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

END OF DOCUMENT

DOCUMENT 00 3132**GEOTECHNICAL DATA AND EXISTING CONDITIONS****ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS****1.01 Inspection of Reports:**

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA**2.01 Above-Ground Existing Conditions:**

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

2.02 Underground Facilities:

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

2.03 Hazardous Materials Surveys:

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

2.04 Geotechnical Data:

- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

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

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **Fernando Park Improvements** located at **Fernando Street between Mingo Avenue and San Pablo Avenue**, Seaside, California 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	1	LS		
2	Temporary Traffic Control	1	LS		
3	Temporary Tree and Plant Protection	1	LS		
4	Construction Staking	1	LS		
5	Temporary Water Pollution Control	1	LS		
6	Demolition	1	LS		
7	Earthwork	1	LS		
8	18" Rock Wall	14	LF		
9	12"-Wide Concrete Curb (Play Area)	105	LF		
10	Concrete Pedestrian Pavement	875	SF		
11	Access Ramp (Play Area)	1	EA		
12	32"-Tall CMU Retaining Wall	28	LF		
13	Resilient Surfacing (Engineered Wood Fiber)	83	CY		
14	Play Equipment	1	LS		
15	Modify Irrigation System (Allowance)	1	LS		
16	Mulch	7	CY		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS)					

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 Fernando Park Improvements located at Fernando Street between Mingo Avenue and San Pablo Avenue in Seaside, California 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314**BIDDER REGISTRATION FORM****INSTRUCTIONS**

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE**Workers' Compensation:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

SIGNATURE

DATE

SAFETY EXPERIENCE

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

1. List Bidder's interstate Experience Modification Rate for the last three years.

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

Attach a resume or outline of 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

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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 A – General Engineering” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least two (2) 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 five years, completed one (1) park improvement project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder's Bid.
- D. Bidder must demonstrate experienced installer certified by the manufacturer of the playground equipment to perform this 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. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. 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.

2.03 Format.

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

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

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

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

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

**PART B: 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 two 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: _____

CONTRACT NO.: _____

CONTRACT FOR: The City of Seaside

Fernando Park Improvements

located at Fernando Street between Mingo Avenue and San Pablo Avenue in Seaside, California 93955.

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

1. A 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 Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner a fully executed Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 2 copies of the Project Manual (including Specifications and Drawings) and 2 sets of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through **Leslie Llantero, Assistant Engineer, (831) 899-6832**. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to **Leslie Llantero, Assistant Engineer, (831) 899-6832**.

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

AUTHORIZED BY CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA RESOLUTION:

NO. _____

ADOPTED: _____

ACCEPTANCE OF NOTICE OF AWARD

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

Signature

This day of _____, 2023

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:

CONTRACT NUMBER XX-XX

**Fernando Park Improvements
located at**

Fernando Street between Mingo Avenue and San Pablo Avenue in Seaside, California 93955

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT**1.01 Work of the Contract**

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

1.02 Price for Completion of the Work

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK**2.01 Commencement of Work**

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within xx Working Days from the Commencement Date and xx Working Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES**3.01 Owner's Project Manager**

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

3.02 Architect/Engineer

- A. <<DESIGNER>> 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 <<SPELLED OUT>> (\$XX.XX) for each 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 <<SPELLED OUT>> (\$XX.XX) for each 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 5100	Notice of Award
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 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
General Requirements	Document 01 1100 through 7700
Document 31 2213	Earthwork
Document 31 1117	Demolition
Document 31 2333	Trenching
Document 32 1123	Aggregate Base Course
Document 32 1314	Concrete Paving

- 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: _____
Jaime M. Fontes
City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 5500**NOTICE TO PROCEED**

Dated: _____, 201__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **FERNANO PARK IMPROVEMENTS**, located at
FERNANDO STREET BETWEEN MINGO AVENUE AND SAN PABLO
AVENUE Seaside, California, 93955

CONTRACT NO: <<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 approved fire protection plan, if applicable
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 **FERNANDO PARK IMPROVEMENTS** in the amount of \$_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

This project includes earthwork, play equipment, wood fiber play surfacing, concrete walkways and curbs.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

- 1.02** 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.

- 1.03** 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.

- 1.04** 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.

- 1.05** 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.

- 1.06** 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.
- 1.07** 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.
- 1.08** 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.
- 1.9** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.10** 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 _____, 202__.

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 **FERNANDO PARK IMPROVEMENTS** in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:
- This project includes earthwork, play equipment, wood fiber play surfacing, concrete walkways and curbs.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- 1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 201__, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for the **FERNANDO PARK IMPROVEMENTS** located at **FERNANDO STREET BETWEEN MINGO AVENUE AND SAN PABLO AVENUE**, SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 202__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are set forth below. Either Owner or Contractor may change the names of the person they each authorize to give notice under this Escrow Agreement by providing written notice to the other of such change, along with an exemplar of the person's signature.

ON BEHALF OF OWNER:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT:	Contractor:
Owner Project No:	

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to Owner					
Contractor to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Consultant Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late	Owner Representative Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late
Remarks: _____ _____	Remarks: _____ _____
By: _____	By: _____

END OF DOCUMENT

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [Year], by and between the City of Seaside ("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for **FERNANDO PARK IMPROVEMENTS** located at **FERNANDO STREET BETWEEN MINGO AVENUE AND SAN PABLO AVENUE**.
- 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 **Fernando Park Improvements** located at **Fernando Street between Mingo Avenue and San Pablo 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**GENERAL CONDITIONS**

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DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
 - 3. Supplementary General Conditions (Document 00 7201 et seq), if included;
 - 4. General Conditions (Document 00 7200);
 - 5. Division 1 Specifications, if included;
 - 6. Drawings and Technical Specifications (Division 2 and above);
 - 7. Written numbers over figures, unless obviously incorrect;
 - 8. Figured dimensions over scaled dimensions;
 - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the

Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.
- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS**3.01 Subcontractor Listing Law**

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS**4.01 Intent Of Drawings And Specifications**

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all

applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation Of Drawings And Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Progress Schedule, and
 - 3. Schedule of Submittals.

- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

- A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor's Site Office

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project

Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

- D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

- A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority

to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at

no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK**9.01 Warranty And Guaranty**

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guarantees: Any guarantee exceeding 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/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to

complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within 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, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force

majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (“**Force Majeure**”).

- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
 - 1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 - 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
 - 1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 - 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the “>=0.10 inch” column at the

applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR**12.01 Obligation to File Claims for Disputed Work**

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised

in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.
- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event

later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)
- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or

2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
 - F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
 - G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such

information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12

herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 - 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 - 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 - 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 - 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 - 5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties'

agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above 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.

15.011 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$2,000,000]** each occurrence, **[\$4,000,000]** general aggregate limit, and **[\$4,000,000]** 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 xx-xx

CITY OF SEASIDE

FERNANDO PARK IMPROVEMENTS

located at

**BETWEEN MINGO AVENUE AND SAN PABLO AVENUE
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete bracketed line above and replace with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**
Addendum No. 2, issued on **[date]**
[continue as appropriate]

(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 comprises of the construction of Owner's **Fernando Park Improvements** located at **Fernando Street between Mingo Avenue and San Pablo Avenue** in Seaside, California, 93955.

- A. This project includes earthwork, play equipment, wood chip play surfacing, accessible ramp, rock wall, and concrete curbs and walkway.
- 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) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) 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 – Temporary Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, preparing and obtaining approval of temporary traffic control plans, and providing temporary traffic control including temporary signs, barricades, fencing, detours, pedestrian detours, temporary paving, and all other temporary traffic control as may be required.

Bid Item 3 – Temporary Tree and Plant Protection

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 protection of landscaping outside the limits of grading, including temporary fencing, flagging, and tree trunk protection.

Bid Item 4 – Construction Staking

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is referencing all necessary control points, setting benchmarks and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

Bid Item 5 – Temporary Water Pollution Control

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 requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

Bid Item 6 – Demolition

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut, demolish, and remove existing improvements as shown on the plans, including but not limited to pavements, walls, pipes, railings, and conduits, excepting only demolition and disposal work which is specified to be paid for under another Bid Item.

Bid Item 7 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, excavation and embankment, and import or export of material necessary for performance of the work as specified in these specifications and as directed by the Engineer.

Bid Item 8 – 18" Rock Wall

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the face of the wall. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing rock faced concrete retaining wall and footing, including excavation and fill, concrete, reinforcing steel, rock facing, and accessories, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 9 – 12"-Wide Concrete Curb (Play Area)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of concrete curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete curb; and dowelling into adjacent existing concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 10 – Concrete Pedestrian Pavement

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; placing and compacting aggregate base; constructing concrete pedestrian pavement; and dowelling into adjacent existing concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 11 – Access Ramp (Play Area)

Measurement and payment for this item shall be on an each unit (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; placing and compacting aggregate base; constructing concrete access ramp; and dowelling into adjacent existing concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 12 – 32"-Tall CMU Retaining Wall

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the face of the wall. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing concrete masonry unit (CMU) or cast-in-place concrete retaining wall and footing, including excavation and fill, concrete, CMU blocks and caps, reinforcing steel, and accessories, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 13 – Resilient Surfacing (Engineered Wood Fiber)

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the construction of engineered wood fiber resilient surfacing, as shown on the plans and as directed by the Engineer.

Bid Item 14 – Play Equipment

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the purchase and installation of the play equipment, including footings, as shown on these plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 15 – Modify Irrigation System (Allowance)

This reimbursement allowance is designated for reimbursement of actual costs of modifications to existing irrigation system. Work includes locating, cutting, and re-routing existing irrigation system around the proposed walls and walkways, and system flushing and testing, up to the amount identified on the bid list.

Bid Item 16 – Mulch

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for installing mulch in planter areas as shown on the plans and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: **50 working days** from the Notice to Proceed to achieve Substantial Completion and **15 working days** to achieve Final Completion.
- B. The Contractor shall pay to the Owner a sum of **Four Hundred (\$400.00)** per day, for each and every calendar day's delay for Contractor to achieve Substantial Completion of the entire Work in excess of the number of working days prescribed above.
- C. The Contractor shall pay to the Owner a sum of **Four Hundred (\$400.00)** per day, for each and every calendar day's delay for Contractor to achieve Final Completion of the entire Work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

- A. Three pieces of play equipment have been purchased by Friends of Seaside Parks Association (FOSPA). The equipment will be installed in the play area by Ross Recreation, Inc. once the play area has been prepared. Allow two days for this work. Coordinate the installation schedule with the Engineer.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The Contractor shall coordinate all work with the Owner at (831) 899-6832.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 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 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly, Owner will provide a storage area for Contractor's equipment and materials. Parking and

storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.

- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

A. Disposal of Material –

- 1. Unless otherwise shown on the plans or specified herein, all excess materials and materials removed from existing improvements shall become the property of, and be disposed by the Contractor. The Contractor shall be responsible for all costs associated with disposing all excess materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the Owner and the property owner. The Contractor shall not allow and refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the Owner's storm drain system.
- 2. Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted. No extra payment will be made for handling/disposal of hazardous material.

B. Cleanup and Dust Control –

- 1. At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.
- 2. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.
- 3. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.
- 4. The Contractor shall be required to apply water for dust control immediately during construction efforts within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.
- 5. All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to the exterior body surfaces or wheel rims before travelling on public streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner which will prevent the dropping of materials or debris on public

- streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.
- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.
 2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
 3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.
 4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within 3 Business Days after it becomes available to Contractor.
- B. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, Contractor shall replace or repair construction stake or property monuments at Contractor's expense.
- C. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

- 1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
- 2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6836
- 3. Communication AT&T Broadband
Matt Garr
(831) 393-9775

Cablecom (Cable)
Mark Rose
Mark.Rose@Cablecomllc.net
- 4. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
- 5. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6842

- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and 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 Building Permit
 - 2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
 - 3. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive., 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

- B. 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.
- C. 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.
- D. 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

- B. 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.

- C. 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.
- D. 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

- B. Construction water is available from the Seaside Municipal Water System, California American Water, or Marina Coast Water District. A water meter must be obtained by the water purveyor. Seaside Municipal Water System, water usage rates are based upon the current Fee Schedule, 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

- B. The Owner will be responsible for the following items of work on the project:
 1. Installation of play equipment as shown on the Plans.

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

1.02 PRODUCTS ORDERED IN ADVANCE

- A. None.

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2000****MEASUREMENT AND PAYMENT****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM**A. Scope of Contract Sum**

- 1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
- 2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price items

- 1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
- 2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

- 1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- 2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor's percentage completion of the Work or item.
- 3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards

completion of the item.

D. Allowance Items

1. Allowances: Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

1. Within ten Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:
 - a. On or before the 25th Day of each month, Contractor shall submit to Owner one copy of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 - b. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor's and its

Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

- c. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
- d. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
- e. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- f. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

- 1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
- 2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
- 3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
- 4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.
- 5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT**A. Final Payment**

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 SUBSTITUTION OF SECURITIES

A. **Public Contract Code Section 22300.** In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 10 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED**PART 3 – EXECUTION – NOT USED****END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2600****MODIFICATION PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

- A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:
 - 1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
 - 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
 - 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
 - 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
 - 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.
- B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:
 - 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
 - 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
 - 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

1. Owner may, by Change Directive ("CD") or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.
3. Contractor's response must be any one of following:
 - a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
 5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
 6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
 7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.
- B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):
1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
 2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
 4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- 1.04 **PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS**
- A. Adjustment of Schedules to Reflect Change Orders or CDs:
1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - d. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - a. Origin and date of claim or request for additional compensation.
 - b. Dates and times Work was performed and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
 - a. Labor (Component 1A)
 - b. Equipment (Component 1B)
 - c. Materials (Component 1C)
 - d. Subcontractors (Component 1D)

B. Measurement of Cost of Labor (Component 1A):

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - c. Cost of labor shall include no other costs, fees or charges.
 2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
 3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.
- C. Measurement of Cost of Equipment (Component 1B):
1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
 2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
 3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.
 4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
 5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 - c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Equipment costs shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C):

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Material costs shall include no other costs, fees or charges.

E. Measurement of Cost of Subcontractors (Component 1D):

1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
 - a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
 - b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
 - c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)

A. Markup Percentages for Changed Work (Component 2):

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on "Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
 3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
 4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
- B. Measurement and Payment of Mark Up (Component 2):
1. Mark Up (Component 2) provides complete compensation to Contractor for:
 - a. All Contractor profit;
 - b. All Contractor home-office overhead;
 - c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
 - d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
 2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
 3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
 4. Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
 5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost

proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 **MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)**

A. Measurement of Bonds, Insurance, Taxes (Component 3):

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as "**BIT**". All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no mark up on BIT.

1.09 **EFFECT OF PAYMENT**

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed,

and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

Owner **[Insert Project Name]**
 Contract Number _____

CP Number: _____
 Date: _____
 In Response To _____
 Bulletin #, etc.

To: **[Insert Name of Owner]**
 Attention: [_____] **[Insert Owner's Address]**
 Phone: (____) ____-____
 Fax: (____) ____-____

From: **[Insert Contractor's Name/Address]**

This Cost Proposal is in response to the above-referenced _____ **[insert Bulletin, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS) (Time Impact Evaluation Enclosed)						

By Contractor:

Signature:

Date:

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

- B. The Contractor shall deliver the following submittals at the preconstruction meeting:

1. Schedules
2. Water Pollution Control Plan (BMPs)
3. Safety Plan
4. Sample Resident Notification Letter
5. Any submittal requiring prompt review due to required lead times

1.03 WEEKLY PROJECT MEETINGS

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it 4 Days in advance of meeting to the Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final

- memorialization of results of meeting.
- 5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
- 6. Agenda may contain the following items, as appropriate:
 - a. Review, revise as necessary, and approve previous meeting minutes
 - b. Review of Work progress since last meeting
 - c. Status of Construction Work Schedule, delivery schedules, adjustments
 - d. Submittal, RFI, and Change Order status
 - e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 - 1. Percent complete of each activity;
 - 2. Time impact evaluations for Change Orders and Time Extension Request;
 - 3. Actual and anticipated activity sequence changes;
 - 4. Actual and anticipated duration changes; and
 - 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3230****PROGRESS SCHEDULES AND SUBMITTALS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit original (baseline) progress schedule before or at the pre-construction meeting for review by the Owner.
- B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
- B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
 - 2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 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. Tests, Certificates
 - 5. 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. Independence Day, July 4;
 - f. Labor Day, first Monday in September;
 - g. Veterans' Day, November 11;
 - h. Thanksgiving Day, as designated by the President;
 - i. The Day following Thanksgiving Day;
 - j. The Day preceding Christmas Day, December 24;
 - k. Christmas Day, December 25; and
 - l. 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 biphenyls.
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

DOCUMENT 01 5723

TEMPORARY WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Work in this section includes furnishing all labor, equipment and materials necessary for the implementation of temporary Water Pollution Controls, including implementation, monitoring, and maintenance of Best Management Practices (BMPs).
- B. The anticipated area of disturbance for this project is less than one acre. If the area of disturbance will exceed one acre, the OWNER must obtain coverage under the State's Construction General Permit. The CONTRACTOR shall notify the ENGINEER in the event he anticipates the area of disturbance will exceed one acre. The CONTRACTOR shall not disturb more than one acre on the site, including staging, material lay-down, and equipment storage areas, if the OWNER has not gained coverage under the Permit
- C. Principal items of work include:
 - 1. Training employees and subcontractors in stormwater Best Management Practices (BMPs)
 - 2. Stormwater site inspections
 - 3. Reporting and recordkeeping
 - 4. Implementing and maintaining BMPs, and removing BMPs when no longer needed.
 - 5. Non-stormwater management and good housekeeping practices
 - 6. Final site cleanup

1.02 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition
- B. Standard Plans, State of California, Department of Transportation (Caltrans), 2018 edition
- C. Construction Site Best Management Practices Manual (BMP Manual), State of California, Department of Transportation (Caltrans), 2003 edition

1.03 QUALITY ASSURANCE

- A. CONTRACTOR's Water Pollution Control Manager (WPCM) is responsible for overseeing Temporary Water Pollution Control
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the implementation of Temporary Water Pollution Control (WPC) work on a day-to-day basis. The WPCM shall be an employee of the Contractor and shall be on site regularly.

- B. The WPCM shall educate, direct and enforce compliance with WPC requirements by all employees and subcontractors.
- C. All contractor employees, subcontractors, and heavy equipment operators shall attend a pre-construction WPC training session conducted by the Contractor's WPCM.

1.04 GENERAL PERFORMANCE REQUIREMENTS

- A. All storm water and non-storm water discharges shall be in compliance with all applicable federal, state, and local requirements.
- B. This Section outlines the contract minimum requirements, and does not relieve the Contractor of his responsibilities for protection of water quality in accordance with all federal, state, and local requirements.
- C. Additional BMPs shall be required if the BMPs which are utilized are not adequately protecting water quality.
- D. The Contractor shall update the Water Pollution Control Drawings to indicate current operations, equipment used, sequence of work, and other aspects of the project.
- E. Contractor is responsible for the performance of subcontractors. Contractor's WPCM shall inspect and monitor all subcontractors' work and storage areas for compliance with this Section.

1.05 FINES AND PENALTIES

- A. Contractor shall pay any fines and be liable for any other penalties that may be imposed by any federal, state, or local regulatory agency for non-compliance with any water quality requirement during the course of work.
- B. Contractor is responsible for implementing any and all BMP corrective measures, at his own expense, as may be directed by the regulatory agencies.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide all temporary and permanent water pollution control measures, equipment and materials as required by this Section and the Construction Drawings.
- B. Materials shall conform to the Caltrans Standard Specifications and Caltrans Standard Plans including Standard Specifications sections:
 - 1. 13-4 Job Site Management
 - 2. 13-5 Temporary Soil Stabilization
 - 3. 13-6 Temporary Sediment Control
 - 4. 13-7 Temporary Tracking Control
 - 5. 13-8 Temporary Active Treatment System
 - 6. 13-9 Temporary Concrete Washouts
 - 7. 13-10 Temporary Linear Sediment Barriers
 - 8. 14-9 Air Quality
 - 9. 14-10 Solid Waste Disposal and Recycling
 - 10. 14-11 Hazardous Waste and Contamination
- C. SUBMITTALS

- 1. Provide documentation for WPCM, employee and subcontractor training, including pre-construction WPC training.

PART 3 - EXECUTION

3.01 MONITORING, INSPECTIONS AND REPORTING

- A. Monitor the National Weather Service (NWS) forecast on a daily basis during the rainy season.
- B. Conduct inspections:
 - 1. Within 72 hours prior to predicted rain events to ensure that the site is prepared for the rain event
 - 2. Within 48 hours after a rain event to evaluate BMP performance and identify corrective actions
 - 3. Conduct daily inspections of adjoining public roadways, material storage areas, and vehicle and equipment areas.
- C. Implement identified corrective actions within 72 hours, unless a later date is authorized.
- D. Notify the OWNER of any site visits by or correspondence received from any federal, state, or local agency, which are related to activities under this Section.

3.02 BEST MANAGEMENT PRACTICES

- A. Implement Best Management Practices as required by Sections 13 and 14 of the Caltrans Standard Specifications.
- B. Work shall comply with the following Caltrans Standard Specifications Sections, as applicable:
 - 1. 13-4 Job Site Management
 - 2. 13-5 Temporary Soil Stabilization
 - 3. 13-6 Temporary Sediment Control
 - 4. 13-7 Temporary Tracking Control
 - 5. 13-8 Temporary Active Treatment System
 - 6. 13-9 Temporary Concrete Washouts
 - 7. 13-10 Temporary Linear Sediment Barriers
 - 8. 14-9 Air Quality
 - 9. 14-10 Solid Waste Disposal and Recycling
 - 10. 14-11 Hazardous Waste and Contamination
- C. Best Management Practices shall be implemented concurrent with the commencement of construction, shall be maintained throughout construction, and shall be removed when no longer required, when approved by the ENGINEER.

3.03 COMPLETION OF WORK

- A. Final site cleanup and stabilization shall be considered complete when all of the following have been achieved:
 - 1. The site will not pose any additional sediment discharge risk than it did prior to the commencement of construction activity;
 - 2. There is no potential for construction-related storm water pollutants to be discharged into site runoff;
 - 3. Final stabilization has been reached;
 - 4. Construction materials and wastes have been disposed of properly;
 - 5. Post-construction storm water management measures have been installed;
 - 6. All construction-related equipment, materials and any temporary BMPs no longer needed are removed from the site.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 7123****FIELD ENGINEERING****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Work in this section includes surveying and engineering services required for the execution of work.
- B. CONTRACTOR must:
 - 1. Provide SURVEYOR to perform construction staking as outlined herein
 - 2. Locate utilities by an appropriate combination of potholing and electronic detection
 - 1. Verify horizontal and vertical locations of all utility crossings and points of connection
 - 2. Verify horizontal and vertical elevations of existing improvements at match points
 - 3. Provide any engineering calculations and/or plans required for execution of CONTRACTOR's construction methods.
- C. Principal items of work include:
 - 1. Field location of existing on-site utility lines and improvements required for the execution of the work under this contract.
 - 1. Surveying and construction staking work required for the execution of the work under this contract.
 - 2. Civil, structural or other professional engineering services required to execute Contractor's construction methods.

1.2 EXISTING DATA

- A. Review and verify the existing horizontal and vertical controls within two (2) weeks of Notice to Proceed, and prior to the start of work.
- B. Review all record documents provided by the OWNER within two (2) weeks of Notice to Proceed, and prior to the start of work,
- C. Site data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall finally be governed by field conditions and the ENGINEER'S instructions.
- D. In the event there is any conflict between actual conditions and the Drawings, notify the ENGINEER immediately and do not proceed with the work until directed by the ENGINEER.

1.3 QUALIFICATIONS OF SURVEYOR

- A. California registered civil engineer or California licensed land surveyor, acceptable to OWNER

1.4 QUALIFICATIONS OF ENGINEER

- A. California registered engineer of the appropriate discipline, acceptable to OWNER.

1.5 SUBMITTALS

- A. Submit the name, address, and license number of the ENGINEER to the OWNER, if CONTRACTOR-provided.

PART 2 – PRODUCTS**2.1 NOT USED.****PART 3 – EXECUTION****3.1 PROTECTION OF SURVEY REFERENCE POINTS**

- A. Locate and protect existing survey reference points prior to starting site work, and preserve all permanent reference points during construction.
- B. All stakes, boundary lines, corner markers, benchmarks survey markers, etc., which have been or may be established in any part of the site, must be carefully preserved and respected by the CONTRACTOR and must be restored at the CONTRACTOR's expense if lost or destroyed as a result of the CONTRACTOR's operations.

3.2 CONSTRUCTION STAKING

- A. Prior to the start of work, SURVEYOR shall review and verify the existing horizontal and vertical controls. Report any discrepancies to the ENGINEER.
- B. Establish and safeguard a minimum of two permanent benchmarks on the project site.
- C. SURVEYOR shall establish all necessary horizontal and vertical survey control lines and points on site prior to commencement of CONTRACTOR's work, as outlined below. These controls shall be maintained by the CONTRACTOR throughout the course of construction.
- D. The following survey stakes shall be provided by the CONTRACTOR-PROVIDED SURVEYOR for use in constructing the improvements as shown on the contract documents.
 - 1. Rough Grade Stakes for areas to be paved and play area to be excavated.
 - 1. Finish Grade Stakes for curbs, gutters, slabs and sidewalk areas – Provide stakes at grade breaks and angle points, at beginning and end of horizontal and vertical curves, at maximum 25' spacing on curved alignments, at 50' spacing on tangent alignments, and as generally necessary for construction of the work.

3.3 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Upon completion of final site improvements, prepare record (as-built) drawings including locations and elevations of all underground utilities, site drainage piping and structures, points of connection, manholes and drain inlets, and locations of utility stub outs.

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

DIVISION 31 EARTHWORK**SECTION 31 0001****EARTHWORK****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
 1. Clearing
 2. Stripping
 3. Excavation
 4. Moisture conditioning and compaction
 5. Embankment

1.3 REFERENCES

- A. California Building Standards Code (CBSC), 2019 Edition
- B. California Code 4216 – Protection of Underground Infrastructure
- C. California Occupational Safety and Health Administrative Code
- D. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 Edition
- E. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- F. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method.
- G. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- H. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- I. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- J. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- K. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 SUBMITTALS

- A. Submit samples of proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER. Number and size of samples shall be as directed by the GEOTECHNICAL ENGINEER.
- B. Submit gradation and quality testing results for proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER.
- C. Submit samples and test results at least two weeks prior to planned purchase/delivery.

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- D. Existing on-site soils will be sampled and tested by the GEOTECHNICAL ENGINEER during construction.

1.5 DEFINITIONS

- A. Relative Compaction, or Percent Relative Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.
- B. Remove: Remove and dispose of off-site, in a legal manner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General Engineered Fill – Proposed fill material shall be of approved on-site soil supplemented by imported material, if necessary.
 - 1. On-site soil shall meet the following requirements:
 - a. Soil shall be free of organics, debris, and other deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
 - b. Soil shall not contain any rocks and clods over 2 inches in maximum dimension
 - 2. Imported soil shall meet the following requirements:
 - a. Soil shall be free of organic and deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
 - a. Soil shall not contain any rocks or clods over 2 inches in maximum dimension.
 - b. Soil shall be granular, having a plasticity index of less than 15, and not more than 20 percent by weight passing the #200 sieve.
 - c. Soil shall have sufficient binder to allow excavations to stand without caving.
 - d. The portion finer than the no. 200 sieve shall not contain any expansive clays.
- B. Controlled Density Fill – Slurry cement backfill conforming to the Standard Specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. All improvements shall be constructed in accordance with the California Building Standards Code, the Drawings, and these Specifications.
- B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.
- C. In the event that any unusual conditions are encountered during grading operations which are not covered by these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made
- D. Provide dust control in accordance with all federal, state, and local requirements

3.2 PREPARATION

- A. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection for utilities, benchmarks, paving, site features, and the public.

- B. Excavation for any purpose shall not remove lateral support from any foundation without first underpinning or protecting the foundation against settlement or lateral translation. The excavation outside the foundation shall be backfilled with soil that is free of organic material, construction debris, cobbles, and boulders or with a controlled low-strength material (CLSM). The backfill shall be placed in lifts and compacted in a manner that does not damage the foundation or the waterproofing or dampproofing material.

3.3 CLEARING AND STRIPPING

- A. Remove structures, pavements, and utilities as shown on the Drawings.
- B. Areas to be graded shall be cleared of all grass, brush, trees, rubbish, and debris. The cleared materials shall be removed from areas to be graded and shall be disposed of in areas designated by the Owner.
- C. Completely remove tree stumps and root balls in areas to receive pavements, structures, or engineered fill.
- D. Upper natural soils containing roots, deleterious materials, and excessive organics shall be stripped from all areas to be graded. This material shall not be reused as compacted fill and shall either be removed from the site or stockpiled for later use in landscape areas.
- E. Unanticipated buried subsurface objects encountered, or voids created during site preparation, shall be called to the attention of the geotechnical engineer.

3.4 EXCAVATION, MOISTURE CONDITIONING, AND RECOMPACTION

- A. Following clearing and stripping, subgrade shall be cut and finished true to line and grade, to present a smooth surface free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction.
- B. The exposed subgrade shall then be scarified to a depth of 8 inches, moisture conditioned, and recompacted to at least 90% relative compaction.
 - 1. In vehicular traffic areas, recompact to 95% relative compaction.
- C. When the moisture content of the subgrade is below the desired moisture, water shall be added until the proper moisture content is achieved.
- D. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading, ripping, diskings or other methods until the moisture content is satisfactory for compaction.

3.5 PLACING, SPREADING, AND COMPACTING FILL MATERIAL

- A. The geotechnical engineer shall inspect all surfaces to receive fill prior to the placement of fill.
- B. Fill shall be placed in horizontal layers not exceeding eight inches (8") in loose thickness (before compaction). Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- C. All re-compacted and engineered fill soils shall be compacted within 3 percent of the laboratory optimum moisture content for the soil.
 - 1. When the moisture content of the fill material is below the proper moisture, water shall be added until the proper moisture content is achieved.
 - 2. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading, ripping, or diskings or other methods until the moisture content is satisfactory.
- D. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to at least 90% relative compaction.

1. Compact the upper 12 inches of finished subgrade in vehicular traffic areas to at least 95% relative compaction.
- E. Compaction shall be undertaken with equipment capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the required density has been obtained.
 - F. Fill slopes shall be compacted by slope rolling and trimming or shall be overfilled and trimmed back to planned grade.
 - G. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the Drawings.
 - H. Fill slopes shall be no steeper than 3:1 (horizontal to vertical), unless shown otherwise in the Construction Documents.
 - I. The completed fill shall be finished true to line and grade. Any depressions shall be filled and compacted and all loose material shall be removed.
- 3.6 SUBGRADE PREPARATION IN PAVEMENT AREAS:
- A. Pavement Areas are exterior areas which are not in the building subgrade preparation area and which will receive asphalt, concrete, or DG pavement or other flatwork, including parking lots, driveways, access roads, patios, equipment slabs, curbs, gutters, or sidewalks.
 - B. Subgrade preparation in pavement areas shall be as directed by the GEOTECHNICAL ENGINEER.
 1. Over-excavate to at least 12 inches below pavement subgrade or existing grade, whichever is lower.
 - C. Subgrade preparation shall extend at least 2 feet horizontally beyond the edge of pavement areas.
- 3.7 SURPLUS MATERIAL
- A. Surplus material shall become the property of the CONTRACTOR and shall be disposed of off the site in a legal manner.
- 3.8 TESTING AND OBSERVATION
- A. The GEOTECHNICAL ENGINEER will inspect all surfaces to receive fill prior to the placement of any fill.
 - B. The GEOTECHNICAL ENGINEER will make field density tests after compaction of each layer of fill or as determined necessary. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
 - C. Should the result of any compaction test fail to meet the minimum required density as specified in these Specifications, the deficiency shall be corrected to the satisfaction of the GEOTECHNICAL ENGINEER, at the contractor's expense. The expense of retesting such areas shall also be borne by the contractor.

END OF SECTION

SECTION 31 1117

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Demolition of concrete walks and asphalt paving, including associated curbs, gutters, and aggregate base.
 - 2. Saw-cutting of existing concrete and asphalt as required.
 - 3. Site clearing and grubbing
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading

1.03 DEFINITIONS

- A. Topsoil: See Specification Section Earthwork and Grading.

1.04 SUBMITTALS

- A. Indicate on the project schedule submittal, proposed time for demolition work in this Section, including shut-off time and capping of any utility service.

1.05 QUALITY ASSURANCE

- A. Reviews: Prior to any site clearing or demolition work, prepare protection measures for review by the Owners Representative.

1.06 SITE CONDITIONS

- A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.
- B. Explosives: Use of explosives for demolition work is not permitted.
- C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.
- D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction
- F. Protection of existing trees and vegetation to remain: Protect all trees and shrubs to remain.
- G. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Protect all trees and items to remain in place.
- B. Clearing and grubbing:
 - 1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing.
 - 2. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
 - 3. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.
 - 4. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes stumps and roots
 - 5. Remove all organic matter in unpaved areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.
 - 6. Remove all vegetation and grass before stripping existing topsoil.

7. Strip existing topsoil from all unpaved areas to be improved with paving, structures, to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
8. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 DEMOLITION

- A. Pollution Controls:
 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
 2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
 3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.
- B. General: Remove above and below grade pavements, curbing and other conditions necessary to permit new construction and other work as indicated on the Drawings. Removal of underground pipe or conduit interfering with construction is included under this Section.
- C. Damage: Return adjacent areas to condition existing prior to the start of the work.
- D. Saw-cutting: Saw-cut all asphalt and concrete to interface with new planting or paving areas. Concrete interfaces are to be saw-cut with a diamond tipped blade. Use the correct blade for the application as determined by the Blade Application Code for Diamond Saw Blades, 2004 edition, developed by the Masonry and Concrete Saw Manufacturers Institute.
- E. Salvaged Items: Deliver all items noted for salvage and not to be re-used on site to the Owner, unless directed otherwise by the Owners Representative.

3.04 REMOVAL OF PAVEMENTS AND STRUCTURES

- A. All existing pavement, structures, footings and base material within the limits of work not shown to be retained shall be removed and resulting voids shall be backfilled with engineered filled or controlled density fill.

3.05 SAWCUTTING

- A. Sawcutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge.
- B. Sawcut slurry shall be vacuumed and not be allowed to run into catch basins.

- C. Asphalt concrete pavement shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.
- D. Curb and gutter shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut shall be to a minimum depth of 6 inches.
- E. Sidewalk shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 6 inches, or to a full depth, whichever is less.

3.06 UTILITY REMOVAL AND ABANDONMENT

- A. Pipes 4" and larger, vaults, risers, boxes, inlets, etc. Which are not to be retained in service shall be completely removed from within the work area. Pipes smaller than 4" may be abandoned in place by capping both ends of the pipe, unless otherwise noted.

3.07 CLEAN-UP

- A. Disposal Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Dispose of waste materials legally off-site.

END OF SECTION

SECTION 31 2333**TRENCHING****PART 1 – GENERAL****1.1 SUMMARY**

- A. This Section includes:
 - 1. Trench excavation, shoring, and dewatering
 - 2. Pipe bedding, installation, and alignment
 - 3. Concrete encasement
 - 4. Warning tape and tracer wire
 - 5. Trench backfilling and compaction
 - 6. Surface restoration
 - 7. Record drawing requirement

1.2 RELATED SECTIONS

- A. Section 31 00 00 – Earthwork
- B. Division 33 – Utilities

1.3 REFERENCES

- A. California Building Standards Code (CBSC), 2022 Edition
- B. California Code 4216 – Protection of Underground Infrastructure
- C. California Occupational Safety and Health Administrative Code
- D. Standard Specifications, State of California, Department of Transportation (Caltrans), 2022 Edition
- E. ASTM C 136 – Standard Test Method for Sieve Analysis of Fine and Course Aggregates
- F. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method
- G. ASTM D 1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- H. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- I. ASTM D 2419 – Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- J. ASTM D 2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- K. ASTM D 2922 – Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- L. ASTM D 3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- M. ASTM F 1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

1.4 SUBMITTALS

- A. Submit proposed foundation, bedding, and backfill materials to the GEOTECHNICAL ENGINEER at least 2 weeks prior to planned delivery or use.

- B. Submit manufacturer's cut sheets for all other materials to the ENGINEER
- C. Submit samples and test results at least two weeks prior to planned purchase/delivery.

1.5 DEFINITIONS

- A. Relative Compaction, R.C., or Percent Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.
- B. Remove: Demolish, remove and dispose of off-site in a legal manner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Pipe: as specified for the utility being installed.
- B. Foundation, bedding and backfill materials shall be as noted on the Plans and as specified for the type of facility being installed.
- C. Concrete: Minor concrete conforming to Section 90 of the Caltrans Standard Specifications.
- D. Controlled density fill (CDF): 2-sack slurry cement backfill conforming to Section 19 of the Standard Specifications.
- E. Aggregate base: Class 2 aggregate base, ¾-inch maximum, conforming to Section 26 of the Standard Specifications.
- F. Clean Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; maximum particle size and volume of ½" and 18% respectively, with minimum Sand Equivalent value of 30 per California Test 217 or ASTM D2419
- G. Select native material may be used for bedding and/or backfill only if approved by the GEOTECHNICAL ENGINEER.

2.2 ACCESSORIES

- A. Detection tape: Polyethylene plastic warning tape, minimum 3.5 mils thick, 6" wide, appropriately labeled and color coded.
- B. Tracer wire: Insulated No. 10 copper wire.
- C. Geotextile fabric: as shown on the Plans and as approved by the GEOTECHNICAL ENGINEER.

PART 3 – EXECUTION

3.1 GENERAL

- A. All improvements shall be constructed in accordance with the California Building Standards Code, the Geotechnical Report, the Drawings, and these Specifications.
- B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.
- C. In the event that any unusual conditions are encountered during grading operations which are not covered by the Geotechnical Report or these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made.

- D. Where work is performed in public streets or rights of way, or on public utilities, perform the work in accordance with the requirements of the authority having jurisdiction and/or utility owner, if such requirements are more stringent than the requirements of this section.

3.2 SAFETY

- A. Work shall comply with all federal, state, and local safety requirements
- B. Except by permission of the OWNER, no trench shall remain open overnight.

3.3 PROTECTION

- A. Protect trees, shrubs, lawns, rock outcropping, and other landscape features to remaining as portion of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving, curbs and other improvements to remain.
- C. Locate and protect above and below grade utilities which are to remain.
- D. Document all pre-existing surface defects by photographic means prior to conducting trenching operations. Upon completion of construction, all surfaces showing non-documented settlement, spalls, gouges, cracks or other defects shall be repaired or replaced to the satisfaction of the ENGINEER.
- E. Return all surface improvements designated to remain, which are removed for excavation, to their original condition, except as required to comply with other portions of the contract.
- F. Utility trenches which are parallel to the side of a footing shall be placed so that the trench bottom does not extend below a plane sloping downward and away from the building/footing at an inclination of 2:1 (H:V) from the bottom outside edge of the footing.

3.4 POTHOLING

- A. Pothole utility lines in advance of construction to determine if adjustment in horizontal or vertical location of proposed pipeline is required. Submit drawing to ENGINEER showing located utility locations and elevations.
- B. If potholing indicates a conflict between existing and proposed facilities, notify the ENGINEER immediately. Do not perform work on systems which may be affected by the conflict until a resolution has been reached and you have been notified by the ENGINEER.
- C. The Contractor shall locate existing utilities, including water, sewer, storm drain, gas, electric, and telecommunications prior to performing trenching work or any excavation.
- D. The Contractor shall notify the ENGINEER a minimum of two weeks prior to planned utility location work. The ENGINEER may identify areas for underground utility location, other than those shown on the Plans.
- E. The precise locations and elevations of all utility crossings and points of connection must be verified by the Contractor prior to construction of systems which may be affected by the existing utility's location. Utilities shall be located by potholing where location and/or grade is critical.

3.5 EXCAVATION, BEDDING, PIPE PLACEMENT, AND BACKFILLING

- A. Trenching
 - 1. Excavate to the lines and grades indicated on the Drawings. The OWNER reserves the right to make changes to lines, grades, and depths when required due to field conditions.

2. The excavation and the preparation of the trench shall be completed a sufficient distance in advance of pipe laying to prevent dislodged material from entering the pipe.
3. If the foundation soil is soft, wet, spongy or unstable, the trench shall be excavated to stable soil as determined by the Geotechnical Engineer, and the excavation backfilled with pipe bedding material.

B. Shoring

1. The sides of all excavations shall be laid back or supported in the manner set forth by CAL/OSHA.
2. Sheet piling and other shoring shall be withdrawn in such a manner as to prevent caving of the walls of excavations or damage to piping or other structures.
3. Whenever timber or other sheeting is driven to a depth below the elevations of the top of the pipe, that portion of the sheeting below the elevation of the top of the pipe shall not be disturbed or removed.

C. Dewatering

1. Remove all water which may accumulate in the excavation during progress of the work so that all work can be done under dry conditions. Trenches shall be kept free from water while the pipe or other structures are installed, while concrete is setting, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.
2. Dewatering shall conform to the best management practices as outlined in the California Stormwater Quality Association's *Stormwater Best Management Practice Handbook: Construction*, latest edition.

D. Pipe bedding

1. Bedding shall be placed in such a manner that the pipe may be laid true to line and grade. When the pipe is bedded, it shall be brought into true alignment and secured.
2. Place and compact the initial backfill material to the pipe spring line in maximum 8" lifts. Carefully compact this material around and under the pipe.
3. Place and compact the initial backfill material to 12" above the top of the pipe in maximum 8" lifts. Carefully compact this material around and under the pipe.
4. Place and compact final trench backfill material in maximum 8" lifts to the final grade or subgrade elevation.
5. Bedding and backfill shall be compacted to at least 95% relative compaction in improved areas, and 90% in landscaped or unimproved areas.
6. Where cement slurry is utilized for pipe bedding, the pipe shall be set on precast mortar blocks or similar devices to allow for placement of required thickness of material under and around the pipe. The Contractor must take the necessary steps to avoid pipe flotation or mis-alignment.

E. Pipe Installation:

1. Pipe installation shall be in accordance with the manufacturer's instructions.
2. All pipe handling shall be done in a manner that will not damage the materials. Pipe shall be carried into position, not dragged, and shall be carefully lowered into the trench. Under no circumstances shall the pipe or accessories be dropped into the trench.
3. Before lowering into the trench, and while suspended, the pipe shall be inspected for defects. Any defective, damaged or unsound pipe shall be rejected and replaced with sound material. The interior of the pipe shall be clean and free of debris.
4. Joints shall be centered and tight. Cutting of pipe for inserting fittings or for pipe connections shall be done in a neat and skillful manner without damage to the pipe. Each joint shall be inspected to ensure it is properly made before backfilling is done.

5. The pipe shall be laid true to line and grade. When completed, the pipe shall have a smooth and uniform invert. Care shall be taken to prevent any dirt or foreign matter from entering the open end of the pipe.
 6. Where piping is installed on curves, the maximum deflection of each joint shall be no more than 80% of the maximum deflection recommended by the pipe manufacturer.
- F. Trench Backfill and Compaction:
1. All backfill shall be placed in a manner to avoid rock pockets, voids, or other conditions that could lead to future settlement of the backfill.

3.6 TEMPORARY PIPE COVER

- A. Provide temporary backfill or other means as necessary to protect underground utilities from heavy construction loads.

3.7 CONTROLLED DENSITY FILL (CDF)

- A. Backfill trenches with CDF where trenches cross below footings, including perimeter footings. CDF plug shall be a minimum of 36" long, and shall extend a minimum of 12" beyond the edge of footing.
- B. Backfill trenches with CDF where pipes are "nested" in clusters where adequate compaction cannot be achieved between and around the pipes, and at all pipe connections, valves, utility vaults, etc. where adequate compaction cannot be achieved by mechanical means.
- C. Backfill other areas with CDF where indicated on the Drawings and as directed by GEOTECHNICAL ENGINEER.
- D. If pipe will be partly or entirely embedded in CDF, support and brace the pipe in a manner that will prevent movement or displacement of the pipe during testing and during placement and consolidation of the slurry backfill. Consolidate CDF under and around the pipe without displacing the pipe.

3.8 CONCRETE BACKFILL

- A. Place concrete backfill where indicated on the Drawings.
- B. If pipe will be partly or entirely embedded in concrete, support and brace the pipe in a manner that will prevent movement or displacement of the pipe during testing and during placement and consolidation of the concrete. Consolidate concrete under and around the pipe without displacing the pipe.

3.9 WARNING TAPE

- A. Provide warning tape for
1. All exterior gas pipes
 2. All other pipes which are 2"-diameter and larger
- B. Install 12" above the pipe.

3.10 TRACER WIRE

- A. Tape continuous tracer wire on top of and along entire length of pipes and extend to the grade at each end of the utility pipe so locator equipment can be connected.
- B. Install tracer wire on:
1. All exterior gas pipes
 2. All exterior nonmetallic pressure pipes 2½"-diameter and larger (water, recycled water, sewer force mains, and gas)

3.11 SURFACE RESTORATION

- A. Any pavement, curb, walk or any other surface or subsurface improvement removed or damaged during progress of the work, shall, before termination of the contract, be restored to its original condition whether or not such restoration is shown on the Drawings.
- B. The trench patch structural section shall be equivalent to the existing structural section, or 2½" Hot Mix Asphalt (Type A) on 8" Class 2 Aggregate Base, whichever is greater. Trench patch shall extend min 6" beyond trench wall ("tee cut").
- C. All street cuts shall be neatly sawcut on true line to 1½" minimum depth at a minimum of 6" beyond edge of trench wall.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 1124****AGGREGATE BASE COURSE****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Class 2 aggregate base

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.
- B. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
- C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand - Cone Method
- D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

- A. Results of laboratory testing for gradation, R-value, Sand Equivalent, and Durability Index in accordance with Sections 25 and 26 of the Standard Specifications.
- B. Materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, the specified requirements.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Class 2 Aggregate Base shall conform to Section 26 of the Standard Specifications.

PART 3 – EXECUTION**3.1 GENERAL**

- A. Perform work in conformance with Section 26 of the Caltrans Standard Specifications.

3.2 PREPARATION

- A. Prepare subgrade as specified in Section 31 00 00.
- B. Sprinkle the subgrade regularly to moisten the surface and to prevent it from drying out and/or cracking prior to the placement of aggregate base.

3.3 INSTALLATION

- A. Deliver, handle, place and compact aggregate base per Sections 25 and 26 of the Standard Specifications.

- B. Compact aggregate subbase and aggregate base to at least 95 percent relative compaction as determined by ASTM D1557.

3.4 FIELD QUALITY CONTROL

- A. The GEOTECHNICAL ENGINEER will field test subgrade and aggregate base course compaction.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 1314****CONCRETE PAVING****PART 1 - GENERAL****1.1 SUMMARY**

- A. This section includes exterior concrete paving including driveways, walkways, patios, curbs, and gutters.

1.2 RELATED REQUIREMENTS

- A. Section 32 11 24 – Aggregate Base Course

1.3 REFERENCES

- A. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), 2019
- B. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.

1.4 SUBMITTALS

- A. Concrete mix design and materials certificates:
 - 1. Aggregate (gradation and quality)
 - 2. Cementitious materials
 - 3. 28-day compressive strength
 - 4. Slump
 - 5. w/c Ratio
 - 6. Entrained Air
 - 7. Admixtures
 - 8. Curing compound
 - 9. Steel reinforcement and reinforcement accessories.
 - 10. Bonding agent or epoxy adhesive
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with the Contract Documents
- C. Manufacturers' current printed specifications and catalogue cut sheets for each type of manufactured product, including:
 - 1. Expansion joint filler, backer rod and bond breaker and/or zip strip.
 - 2. Integral color
 - 3. Applied finish materials
 - 4. Joint Sealant Color Sample
- D. Proposed joint pattern, if not indicated on or if different from the Drawings
- E. Sample chip of specified color indicating pigment number and required dosage rate.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Installer Qualifications: Regularly engaged and specializing in concrete paving, with a minimum 5 years' experience
- C. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program

PART 2 – PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
- B. Use flexible or curved forms for curves with a radius 100 feet or less.
- C. Use commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces

2.2 CONCRETE:

1. Concrete mix design shall conform to Section 90, "Concrete," of the Caltrans Standard Specifications.
2. Cementitious material: Portland cement, Type II, low alkali, with supplementary cementitious materials as defined in Section 90 of the Standard Specifications.
 - a. Pedestrian Paving, Curbs, and Gutters: provide at least 505 pounds per cubic yard cementitious materials.
- B. Admixtures: complying with Section 90, "Concrete" of the Caltrans Standard Specifications

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet
- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884, Class A, plain steel
- D. Reinforcing Bars: ASTM A615, grade 40 for #3 and smaller bars and grade 60 for #4 and larger bars
- E. Galvanized Reinforcing Bars: ASTM A 767, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615, Grade 60 deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A 775 or ASTM A 934; with ASTM A 615, Grade 60 deformed bars.
- G. Smooth Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs, with half of the dowel length lubricated to prevent bonding with the concrete, and with polyethylene cap installed on lubricated end to prevent end bearing.
- H. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.4 CURING MATERIALS

- A. Curing materials conforming to "Section 90, "Concrete" of the Caltrans Standard Specifications.

2.5 EXPANSION JOINT MATERIAL

- A. Premolded Joint Filler: ASTM D1751, non-extruding and bituminous type resilient filler, compatible with sealant and backer rod.
- B. Sealant Backer Rod:
 - 1. Type: Compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.
- C. Expansion Joint Cap: Snap Cap by W.R. Meadows or similar.
- D. Joint Sealer
 - 1. Type: Multi-component modified polyurethane sealant conforming to Federal Specification TT-S-00227E, designed for exterior locations subject to foot traffic.
 - 2. Color: Submit Samples
- E. Bond Breaker: Polyethene tape as recommended by joint sealant manufacturer where bond to joint filler must be avoided for proper performance of joint sealer.

PART 3 – EXECUTION**3.1 GENERAL**

- A. Construct in accordance with the Standard Specifications.

3.2 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 - 1. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/4 inch shall be brought to the attention of the Geotechnical Engineer, who will provide recommendations for corrective action.
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.3 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Precautions to protect fresh concrete from developing plastic shrinkage cracks must be taken in advance of concrete placement when evaporation rate due to any combination of temperature, humidity, and wind velocity is expected to approach 0.2 lb./sq. ft./hr. as determined by Figure 2.1.5 of ACI 305.

3.4 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963.

3.6 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 2. Provide tie bars at sides of pavement strips where indicated.
- C. Isolation (Expansion) Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints as shown on the Drawings, and at a minimum:
 - a. At the beginning and end of curves and at changes in direction
 - b. At re-entrant corners
 - c. At abutting walls, column penetrations, footings, or other structures
 - d. At approximately 20 feet on center each way in plaza areas, as necessary to limit area to a maximum of 400 square feet
 - e. At maximum intervals of 60 feet.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1-1/4 inches, or one-fourth of the concrete thickness, whichever is greater.

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatter-proof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface, and before the pavement develops shrinkage cracks.
3. Locate contraction joints as shown on the Drawings, and at a minimum:
 - a. At 10 feet on center maximum for curbs and cross gutters. Where concrete sidewalk occurs adjacent to curb, align curb and sidewalk joints.
 - b. At pavement plazas, approximately 4 feet on center each way, and as necessary to limit area to a maximum of 20 square feet.
 - c. At all re-entrant corners and at changes in direction.
 - d. To provide rectangles of not less than 12 nor more than 20 square feet in linear walkways
- E. Dowels: Install dowel bars and support assemblies at joints where indicated and at construction joints.
 1. Expansion joint dowels: Lubricate one-half of dowel length to prevent concrete bonding to one side of joint and install polyethylene end sleeve on the lubricated end to prevent end bearing of the dowel against the concrete.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius, unless otherwise shown on the Drawings. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.7 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- D. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer or use bonding agent if approved by Engineer.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Slip-Form Pavers: When automatic machine placement is used, submit specific mix design and laboratory test results.
 1. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 2. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- L. Hot and Cold Weather Placement: Comply with ACI 306.1.

3.8 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 3. All exterior walkway surfaces shall receive a slip-resistant finish at least equivalent to a medium broom finish.
 4. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. All exposed faces shall be finished. Faces of curbing at planter areas shall be finished to 6" below finish planter grade.

3.9 SPECIAL FINISHES

- A. See Landscape Drawings

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by the moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.11 TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: 1/4 inch
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
 8. Joint Spacing: 3 inches.
 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
 10. Joint Width: Plus 1/8 inch, no minus.
- B. Comply with California Title 24 accessibility requirements regarding:
 1. Surface: slip resistant
 2. Changes in Level: 1/4 inch or less (vertical)
 3. Clear Width: complying with the minimum clear width required for the various types of facilities being constructed.
 4. Running Slope, General: less than 1:20 (5%)
 5. Running Slope, Ramps and Curb Ramps: not greater than 1:12 (8.33%)
 6. Cross-Slope: not greater than 1:48 (2%)
 7. Slope in Landings: not greater than 1:48 (2%) in any direction
- C. Provide flood test of all gutters and paving. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, replace the gutter or pavement to the nearest joint to provide proper drainage, at no cost to the OWNER.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.

- a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
- 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
- 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
- 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C 39; test 1 specimen at 7 days and 2 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION



ADDENDUM No.1

For

Fernando Park Improvements

July 24, 2023

Addendum No. 1 is being issued for revisions to Project Manual and Plans and to provide responses to inquiries and clarifications related to the Fernando Park Improvements project.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

CLARIFICATIONS

1. Engineer's estimate: \$118,100
 2. Anticipated project start date: early September
 3. On Plan Sheet C2.1, Item No. 4 "Play equipment furnished and installed (NIC)", is supposed to be installed by others, likely Ross Recreation. Also on Plan Sheet C2.1, Item No. 5 "Furnish and Install Play Equipment, S.L.D. is supposed to be installed by the contractor who will construct the Fernando Park Improvements project or his subcontractor, and it will be paid by bid item no. 14 in the specifications.
 4. Bid schedule-item #15 has an allowance of \$2000. Please enter that in the for that item.
-

REVISIONS

Make the following revisions to Document 00 7200 7 General Conditions

REMOVE 6.06 A Contractor's Site Office in its entirety

~~Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.~~

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6838 or by email to pwinfo@ci.seaside.ca.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nisha Patel', written over a horizontal line.

Nisha Patel
Public Works Director/City Engineer



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: August 17, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK PLAYGROUND REPLACEMENT PROJECT, AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$60,000.00 FOR THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$99,574.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$112,574.00**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Highland Otis Park Playground Replacement Project, authorizing a budget amendment of \$60,000.00 from the Park Master Plan Project, awarding a construction agreement to Kraemer Engineering Inc, for an amount not to exceed \$99,574.00 and a total project construction budget, including contingency, of \$112,574.00.

BACKGROUND

Highland Otis Park is approximately 1.4 acres located at the intersection of Mingo Avenue and Mendocino Street. In FY 2021/2022, the City completed Highland Otis Park Improvements that included new playground equipment, an accessible parking stall, a commemorative boardwalk, and site furnishings located in the southeast section of the park. Due to safety concerns, the swing set located in the northwest section of the park was removed, leaving the area void of equipment. In June 2022, the Neighborhood Improvement Commission provided the funds to purchase a slide and climbing apparatus to replace the swing set. The play equipment was ordered and is currently being stored by the supplier awaiting installation. In addition to removing the swing sets, the maintenance crew removed the circular concrete curbs so that all that remains

is the sand and raised rock wall. The Highland Otis Playground Replacement Project (Project) will install city purchased playground equipment, perimeter concrete curb, remove the sand and install permeable base material, geotextile fabric, and wood play surfacing, in addition to providing an accessible playground entrance.

Construction bid documents were prepared by Bellinger Foster Steinmetz (BFS), a local landscape architectural firm, and the Project was released for construction bids on June 15, 2023. The City received and opened 5 bids on July 6, 2023. The bid results are as follows:

Contractor	Base Bid
Monterey Peninsula Engineering	\$125,450.00
Angkor Engineering	\$185,068.62
Coastal Paving and Excavating	\$159,615.00
Kraemer Engineering	\$99,574.00
G&G Builders	\$116,796.07

Based upon an evaluation of bid documents received, Kraemer Engineering Inc. was the lowest responsive and responsible bidder, with a total bid of \$99,574.00, and they have satisfactorily completed similar construction projects in the Monterey Bay and Santa Cruz areas. Staff recommends a construction agreement for this Project be awarded to Kraemer Engineering Inc.

The proposed construction agreement with Kraemer Engineering Inc. is for a not to exceed amount of \$99,574.00. An agreement contingency of approximately 13%, or \$13,000 is required for expenses from unforeseeable issues that arise during construction.

Engineering staff will provide construction management services but will seek assistance with compaction testing services from a geotechnical engineering firm and design services during construction from BFS. Based upon the services necessary for the Project and the construction contingencies and public outreach, an additional amount of \$60,000.00 is needed to complete the Project. If the Project is allocated the funds the revised Project budget would be \$125,941.00.

The additional funds needed for the Highland Otis Project Playground Replacement Project could come from the Park Master Plan Project (account No. 342-8910-9576). The adopted FY 22/23 budget for the Park Master Plan Project is \$200,000.00. The Park Master Plan Project is currently underway with the consulting firm Conservation Technix with a contract amount of \$130,880.00. The remaining budget in the Park Master Plan Project account is \$69,120.00. There are sufficient funds remaining in the Park Master Plan Project account to fund the Highland Otis Park Playground Replacement Project.

ENVIRONMENTAL REVIEW

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 park and involves negligible or no expansion of use.

FISCAL IMPACT

The adopted FY 2023/2024 budget for the Highland Otis Park Playground Replacement Project, including previous year carried over funds, is \$65,941.00 (342-8910-9544). An additional amount of \$60,000.00 is needed to complete the project and is proposed to be paid from the remaining Park Master Plan Project account (342-8910-9576) balance.

ATTACHMENTS

1. Resolution
 2. Kraemer Contract Agreement
 3. Specifications
 4. Plans
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR HIGHLAND OTIS PARK PLAYGROUND REPLACEMENT PROJECT, AUTHORIZING A BUDGET AMENDMENT OF \$60,000.00 TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING INC. FOR AN AMOUNT NOT TO EXCEED \$99,574.00 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 13% CONTINGENCY OF \$112,574.00

WHEREAS, Highland Otis Park Playground Replacement project (Project) is an approved project in the City's Capital Improvement Program identified in the fiscal year 2023-2024 annual budget; and

WHEREAS, due to safety concerns, the swing set located to the northwest section of the park was removed, leaving the area void of equipment; and

WHEREAS, the Neighborhood Improvement Commission (NIC) provided funds to purchase a slide and climbing apparatus to replace the swing set in June of 2022 and the equipment is currently being stored by the supplier; and

WHEREAS, Bellinger Foster Steinmetz, local landscape architecture firm, prepared and completed construction bid documents in April 2023; and

WHEREAS, the Project includes installation of City purchased playground equipment, site grading, perimeter concrete curb, playground surfacing, permeable base material, and accessible playground access; and

WHEREAS, on June 15, 2023 the Project was released for construction bids, and on July 6, 2023 five bids were received; and

WHEREAS, Kraemer Engineering Inc. was determined to have the lowest responsive and responsible bid in the amount of \$99,574.00; and

WHEREAS, an amount of \$13,000.00 contingency, approximately 13% of the contract value, should be authorized on an as required basis for unforeseeable issues that arise during construction; and

WHEREAS, Kraemer Engineering Inc. has successfully completed similar type work in the Monterey Bay and Santa Cruz areas; and

WHEREAS, the Project is categorically exempt per Article 19, section 15301 of CEQA since the project replaces playground equipment in existing park and involves negligible or no expansion of use, and

WHEREAS, the City has determined that the Project expenses include construction including construction contingency, design services during construction, and compaction testing is \$125,941.00; and

WHEREAS, the Project budget currently is \$65,941.00 and based upon the services necessary to deliver the project, an additional amount of \$60,000.00 is needed; and

WHEREAS, the adopted fiscal year 2022/23 budget for the Park Master Plan Project account (342-8910-9576) is \$200,000.00; and

WHEREAS, the Parks Master Plan Project is currently underway with the consulting firm Conservation Technix with a contract amount of \$130,880.00; and

WHEREAS, the Parks Master Plan Project has sufficient funds remaining to fund the \$60,00.00 needed for the Project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Highland Otis Park Playground Replacement Project dated June 6, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2023/2024 budget adjustment in the amount of \$60,000.00 from the Park Master Plan Project account (342-8910-9576) to the Highland Otis Park Playground Replacement Project (342-8910-9544), such that the revised Project budget is \$125,941.00, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a construction agreement for the Highland Otis Park Playground Replacement Project with Kraemer Engineering Inc. for an amount not to exceed \$99,574.00 and execute up to an 13% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$112,574.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August, 2023, 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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **3rd** day of **August, 2023**, by and between **Kraemer Engineering Inc.**, whose place of business is located at **223 Harrison Road Space K1** ("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. XX adopted on the **3rd day of August 2023** awarded to Contractor the following Contract:

CONTRACT NUMBER 342-8910-9544

**Highland Otis Park Playground Replacement Project
located at
Mendocino Street at Mingo 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 99,574.00 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 **30 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. **BFS Landscape Architects** 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 **Three Hundred Dollars (\$300.00)** for each 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 **Three Hundred Dollars (\$300.00)** for each 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 5100	Notice of Award
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 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
General Requirements	Document 01 1100 through 7700
Document 11 6816	Playground Equipment
Document 31 1113	Site Clearing
Document 31 2213	Earthwork & Grading
Document 32 1143	Permeable Aggregate Base
Document 32 1900	Site Concrete

- 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 the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Jaime M. Fontes
City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

Kraemer Engineering, Inc

(Firm/Company Name)

Re: **Highland Otis Park Playground Replacement located at Mingo Avenue and Mendocino Street (more specifically at 1725 Highland Street), California 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	\$7,275.00	\$7,275.00
2	Construction Staking	1	LS	\$3,500.00	\$3,500.00
3	Erosion Control (Allowance)	1	LS	\$3,000.00	\$3,000.00
4	Clearing & Grubbing	1	LS	\$4,290.00	\$4,290.00
5	Earthwork and Grading	1	LS	\$21,490.00	\$21,490.00
6	Construct Concrete Curb 12"x24"	154	LF	\$110.00	\$16,940.00
7	Construct Concrete Playground Ramp	1	LS	\$4,800.00	\$4,800.00
8	Class II Permeable Aggregate Base	24	CY	\$621.00	\$14,904.00
9	Geotextile Fabric	1275	SF	\$1.00	\$1,275.00
10	Furnish & Install Wood Fiber Surfacing	60	CY	\$110.00	\$6,600.00
11	Install City Purchased Playground Equipment	1	LS	\$15,500.00	\$15,500.00
TOTAL					\$99,574.00
The TOTAL BASE BID AMOUNT described in words is:					
Ninety Nine Thousand Five Hundred Seventy Four and <u>XX</u> /100 DOLLARS)					

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: Kraemer Engineering, Inc

licensed in accordance with an act for the registration of Contractors, and with license

number: 1079470 Expiration: 08/31/2023

Kimberly Kraemer CEO

(Place of Incorporation, if Applicable)

(Principal)

Braden Kraemer COO

(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:

223 Harrison Rd, Space K1

Salinas, CA 93907

Contractor's Representative(s):

Kimberly Kraemer CEO

(Name/Title)

Braden Kraemer COO

(Name/Title)

Desiree Jarvis Admin Assistant

(Name/Title)

Officers Authorized to Sign Contracts

Kimberly Kraemer CEO

(Name/Title)

Braden Kraemer COO

(Name/Title)

(Name/Title)

Telephone Number(s):

831-206-2183 (Office)

(Area Code)

(Number)

408-355-5592 (Braden Cell)

(Area Code)

(Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

7/6/2023

END OF DOCUMENT

DOCUMENT 00 0101

PROJECT MANUAL

for

HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT

located at

NORTHWEST CORNER OF MINGO AVE. AND MENDOCINO ST.

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Reviewed By: Leslie Llantero
Assistant Engineer

Advertisement Date: June 15, 2023

Bid Date: July 6, 2023

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END OF DOCUMENT

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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 **3:00 pm on Thursday, July 6, 2023** for the following public work:

**CITY OF SEASIDE
HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT**

located at

MINGO AVENUE AND MENDOCINO STREET, SEASIDE CA

- 1.02 Project Description:** This project includes preserving the existing stone seat wall, and installing new city purchased play equipment, wood fiber surfacing, accessible ramp and concrete curb.
- 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 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on **Tuesday, June 27, 2023 at 10:00 am** on site at Highland Otis Park at 1725 Highland Street.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California **Class A General Engineering Contractor** 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 the Base contract bid only.
- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to

any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 2113**INSTRUCTIONS TO BIDDERS**

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

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

- A. Owner will conduct optional 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 5th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the 2th 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 five 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 – Highland Otis Park – Playground Replacement - <<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. The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

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

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

3.02 Evaluation of Bids

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

3.03 Reservation of Rights

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

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

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

4.02 Exclusive Remedy

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

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

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th Business Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

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

5.03 Failure to Execute and Deliver Documents:

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

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

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

6.02 Conformed Project Manual:

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

6.03 Bonds:

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

6.04 Wage Rates:

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

6.05 Notice of Compliance Monitoring:

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

6.06 Withdrawal of Bids:

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

6.07 Ineligible Contractors and Subcontractors:

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

6.08 Substitutions:

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

6.09 Definitions:

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

END OF DOCUMENT

DOCUMENT 00 3132**GEOTECHNICAL DATA AND EXISTING CONDITIONS****ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS****1.01 Inspection of Reports:**

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA**2.01 Above-Ground Existing Conditions:**

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

2.02 Underground Facilities:

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

2.03 Hazardous Materials Surveys:

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

2.04 Geotechnical Data:

- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

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

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **Highland Otis Park Playground Replacement** located at **Mingo Avenue and Mendocino Street (more specifically at 1725 Highland Street)**, California 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	Construction Staking	1	LS		
3	Erosion Control (Allowance)	1	LS	\$3,000.00	\$3,000.00
4	Clearing & Grubbing	1	LS		
5	Earthwork and Grading	1	LS		
6	Construct Concrete Curb 12"x24"	154	LF		
7	Construct Concrete Playground Ramp	1	LS		
8	Class II Permeable Aggregate Base	24	CY		
9	Geotextile Fabric	1275	SF		
10	Furnish & Install Wood Fiber Surfacing	60	CY		
11	Install City Purchased Playground Equipment	1	LS		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS)					

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 Highland Otis Park – Playground Replacement located at Mingo Avenue and Mendocino Street (more specifically at 1725 Highland Street) in Seaside, California 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

DOCUMENT 00 4314**BIDDER REGISTRATION FORM****INSTRUCTIONS**

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE**Workers' Compensation:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

SIGNATURE

DATE

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: _____

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.

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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

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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 A – General Engineering” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least two (2) 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 five years, completed one (1) park improvement project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder's Bid.
- D. Bidder must demonstrate experienced installer certified by the manufacturer of the playground equipment to perform this 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. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. 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.

2.03 Format.

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

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

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

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

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

**PART B: 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 two 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

- NOTE:** If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.
- NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4546**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: The City of Seaside

Highland Otis Park – Playground Replacement

located at **1725 Highland Street**, Seaside, California, 93955.

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

1. A 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 Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner a fully executed Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 2 copies of the Project Manual (including Specifications and Drawings) and 2 sets of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through **Leslie Llantero, Assistant Engineer, (831) 899-6832**. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to **Leslie Llantero, Assistant Engineer, (831) 899-6832**.

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

AUTHORIZED BY CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA RESOLUTION:

NO. _____

ADOPTED: _____

ACCEPTANCE OF NOTICE OF AWARD

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

Signature

This day of _____, 2023

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:

CONTRACT NUMBER XX-XX

**Highland Otis Park – Playground Replacement
located at
Mendocino Street at Mingo 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 **30 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES**3.01 Owner's Project Manager**

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

3.02 Architect/Engineer

- A. **BFS Landscape Architects** 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 **Three Hundred Dollars (\$300.00)** for each 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 **Three Hundred Dollars (\$300.00)** for each 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 5100	Notice of Award
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 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
General Requirements	Document 01 1100 through 7700
Document 11 6816	Playground Equipment
Document 31 1113	Site Clearing
Document 31 2213	Earthwork & Grading
Document 32 1143	Permeable Aggregate Base
Document 32 1900	Site Concrete

- 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: _____
Jaime M. Fontes
City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 5500**NOTICE TO PROCEED**

Dated: _____, 201__

To: _____
(Contractor)Address: _____
_____CONTRACT FOR: The City of Seaside, **Highland Otis Park – Playground Replacement**, located
at **Mingo Avenue and Mendocino Street (more specifically at 1725 Highland
Street)** Seaside, California, 93955

CONTRACT NO: <<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 approved fire protection plan, if applicable
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 preserving the existing stone seat wall, and installing new play equipment, surfacing, accessible ramp and concrete curb.

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 _____, 202____.

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 preserving the existing stone seat wall, and installing new play equipment, surfacing, accessible ramp and concrete curb.

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 Contract Number 158.47 entered into between Owner and Contractor for the **Highland Otis Park Playground Replacement** located at Mingo Avenue and Mendocino Street (1725 Highland Street), SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 202__ (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 Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Consultant Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late	Owner Representative Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late
Remarks: _____ _____	Remarks: _____ _____
By: _____	By: _____

END OF DOCUMENT

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [Year], by and between the City of Seaside ("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for **Highland Otis Park – Playground Replacement** located at Mingo Avenue and Mendocino Street (1725 Highland Street)
- 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]

Agreement and Release of any and all Claims 00 6530 - 1

City of Seaside
 Highland Otis Park - Playground Replacement

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 **Highland Otis Park-Playground Replacement** located at **Mingo Avenue and Mendocino Street (1725 Highland Street)**, 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 Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Progress Schedule, and
 - 3. Schedule of Submittals.

- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

- A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor's Site Office

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project

Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

- D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

- A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority

to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at

no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK**9.01 Warranty And Guaranty**

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guarantees: Any guarantee exceeding 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/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to

complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within 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, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force

majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (“**Force Majeure**”).

- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
 - 1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 - 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
 - 1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 - 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the “>=0.10 inch” column at the

applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR**12.01 Obligation to File Claims for Disputed Work**

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised

in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.
- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event

later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)
- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or

2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
 - F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
 - G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such

information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12

herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 - 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 - 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 - 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 - 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 - 5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties'

agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above 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.

15.011 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$1,000,000]** each occurrence, **[\$2,000,000]** general aggregate limit, and **[\$2,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000.00]**. Each loss shall be borne by Contractor.
 - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
- 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 xx-xx

CITY OF SEASIDE

HIGHLAND OTIS PARK - PLAYGROUND REPLACEMENT

located at

**MINGO AVENUE AND MENDOCINO STREET
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete bracketed line above and replace with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**
Addendum No. 2, issued on **[date]**
[continue as appropriate]

(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 comprises of the construction of Owner's **Highland Otis Park – Playground Equipment** located at **Mingo Avenue and Mendocino Street (1725 Highland Street)** in Seaside, California, 93955.

- A. This project includes preserving the existing stone seat wall, and installing new play equipment, surfacing, accessible ramp and concrete curb.
- 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 of price paid for mobilization and demobilization for items awarded. Mobilization shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in involved in mobilization including all necessary temporary facilities and utilities, resident notifications, utility coordination, permitting, Best Management Practices (BMP's) installation, project site maintenance, every day housekeeping, dust control, fire prevention, traffic control, USA notifications, maintaining the project site, regular cleanup and final cleanup, construction signs, 6' temporary construction fencing and demobilization. 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

Bid Item 2 – Construction Staking

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is referencing all necessary control points, setting benchmarks and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project. Exact location of playground equipment should be staked according to the plans. CAD files will be provided.

Bid Item 3 – Erosion Control (Allowance)

This reimbursement allowance is designated for reimbursement up to actual costs of installing erosion control measures such as but not limited to erosion control blankets, fiber rolls, silt fencing, gravel bags, and construction entrance/exit up to the amount identified on the bid list.

Bid Item 4 – Clearing and Grubbing

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the clearing and grubbing in accordance with these specifications and as directed by the Engineer.

Bid Item 5 – Earthwork and Grading

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, excavation and embankment, and import or export of material necessary for performance of the work as specified in these specifications and as directed by the Engineer.

Bid Item 6 – Construct Concrete Curb 12"x24"

Measurement and payment for this item shall be on a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 7 – Construct Concrete Playground Ramp

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete playground ramp as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 8 - Class II Permeable Aggregate Base

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for constructing the class II permeable aggregate base section as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 9 – Geotextile Fabric

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for installing the geotextile fabric as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 10 – Furnish and Install Wood Fiber Surfacing

Measurement and payment for this item shall be on a cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of the play area wood fiber as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 11 –Install City Purchased Play Equipment

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of the play equipment, including delivery, footings and CPSI audit, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: **30 working days** from the Notice to Proceed to achieve Substantial Completion and **15 working days** to achieve Final Completion.
- B. The Contractor shall pay to the Owner a sum of **Three Hundred (\$300.00)** per day, for each and every calendar day's delay for Contractor to achieve Substantial Completion of the entire Work in excess of the number of working days prescribed above.
- C. The Contractor shall pay to the Owner a sum of **Three Hundred (\$300.00)** per day, for each and every calendar day's delay for Contractor to achieve Final Completion of the entire 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 Highland Otis Park 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.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The facilities within the park outside the work area identified on the plan must remain open to the public at all times, unless the Contractor request otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.
 - 3. The Contractor shall coordinate all work with the Owner at (831) 899-6832.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 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 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.

- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly. Owner will provide a storage area for Contractor's equipment and materials. Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.
- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

- A. Disposal of Material –
 - 1. Unless otherwise shown on the plans or specified herein, all excess materials and materials removed from existing improvements shall become the property of, and be disposed by the Contractor. The Contractor shall be responsible for all costs associated with disposing all excess materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the Owner and the property owner. The Contractor shall not allow and refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the Owner's storm drain system.
 - 2. Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted. No extra payment will be made for handling/disposal of hazardous material.
- B. Cleanup and Dust Control –
 - 1. At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.
 - 2. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.
 - 3. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.
 - 4. The Contractor shall be required to apply water for dust control immediately during construction efforts within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.

5. All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to the exterior body surfaces or wheel rims before travelling on public streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner which will prevent the dropping of materials or debris on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
 6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.
- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.
 2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
 3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs

related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.

4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within 3 Business Days after it becomes available to Contractor.
- B. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, Contractor shall replace or repair construction stake or property monuments at Contractor's expense.
- C. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6836
3. Communication AT&T Broadband
Matt Garr
(831) 393-9775

Cablecom (Cable)
Mark Rose
Mark.Rose@Cablecomllc.net
4. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
5. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6842

- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.

- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and 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:
 - 4. City Building Permit
 - 5. 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).

- 6. 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 grater in diameter are encountered, they must be protected from damage. If the work cannot proceed without damaging such roots, the Engineer must be notified at once.
- C. No storage of materials; disposal of paints, solvents or other noxious materials; no unnecessary operation of equipment or parked cars shall be allowed within the drop line of any trees.

1.17 CONSTRUCTION WATER

- A. Construction water is available from the Seaside Municipal Water System, California American Water, or Marina Coast Water District. A water meter must be obtained by the water purveyor. Seaside Municipal Water System, water usage rates are based upon the current Fee Schedule, 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:
None

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:
 - 3. 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.
 - 4. 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.
 - 5. 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.
 - 6. 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:
 - 7. Labor, supervision, materials, and equipment
 - 8. Tools, construction equipment and machinery
 - 9. Utilities required for construction.
 - 10. All other facilities and services necessary for proper execution and completion of work.
 - 11. 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. Playground Equipment (already purchased)

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 (CP)

Owner **[Insert Project Name]**
 Contract Number _____

CP Number: _____
 Date: _____
 In Response To _____
 Bulletin #, etc.

To: **[Insert Name of Owner]**
 Attention: [_____] **[Insert Owner's Address]**
 Phone: (____) ____-____
 Fax: (____) ____-____

From: **[Insert Contractor's Name/Address]**

This Cost Proposal is in response to the above-referenced _____ **[insert Bulletin, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS) (Time Impact Evaluation Enclosed)						

By Contractor:

Signature:

Date:

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

- B. The Contractor shall deliver the following submittals at the preconstruction meeting:

1. Schedules
2. Water Pollution Control Plan (BMPs)
3. Safety Plan
4. Sample Resident Notification Letter
5. Any submittal requiring prompt review due to required lead times

1.03 WEEKLY PROJECT MEETINGS

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it 4 Days in advance of meeting to the Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final

- memorialization of results of meeting.
- 5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
- 6. Agenda may contain the following items, as appropriate:
 - a. Review, revise as necessary, and approve previous meeting minutes
 - b. Review of Work progress since last meeting
 - c. Status of Construction Work Schedule, delivery schedules, adjustments
 - d. Submittal, RFI, and Change Order status
 - e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 - 1. Percent complete of each activity;
 - 2. Time impact evaluations for Change Orders and Time Extension Request;
 - 3. Actual and anticipated activity sequence changes;
 - 4. Actual and anticipated duration changes; and
 - 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3230****PROGRESS SCHEDULES AND SUBMITTALS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit original (baseline) progress schedule before or at the pre-construction meeting for review by the Owner.
- B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
- B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
 - 2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 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. Tests, Certificates
 - 5. 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. Independence Day, July 4;
 - f. Labor Day, first Monday in September;
 - g. Veterans' Day, November 11;
 - h. Thanksgiving Day, as designated by the President;
 - i. The Day following Thanksgiving Day;
 - j. The Day preceding Christmas Day, December 24;
 - k. Christmas Day, December 25; and
 - l. 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 biphenyls.
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 71 23****FIELD ENGINEERING****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Work in this section includes surveying and engineering services required for the execution of work.
- B. CONTRACTOR must:
 - 1. Provide SURVEYOR to perform construction staking as outlined herein
 - 2. Locate utilities by an appropriate combination of potholing and electronic detection
 - 1. Verify horizontal and vertical locations of all utility crossings and points of connection
 - 2. Verify horizontal and vertical elevations of existing improvements at match points
 - 3. Provide any engineering calculations and/or plans required for execution of CONTRACTOR's construction methods.
- C. Principal items of work include:
 - 1. Field location of existing on-site utility lines and improvements required for the execution of the work under this contract.
 - 1. Surveying and construction staking work required for the execution of the work under this contract.
 - 2. Civil, structural or other professional engineering services required to execute Contractor's construction methods.

1.2 EXISTING DATA

- A. Review and verify the existing horizontal and vertical controls within two (2) weeks of Notice to Proceed, and prior to the start of work.
- B. Review all record documents provided by the OWNER within two (2) weeks of Notice to Proceed, and prior to the start of work,
- C. Site data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall finally be governed by field conditions and the ENGINEER'S instructions.
- D. In the event there is any conflict between actual conditions and the Drawings, notify the ENGINEER immediately and do not proceed with the work until directed by the ENGINEER.

1.3 QUALIFICATIONS OF SURVEYOR

- A. California registered civil engineer or California licensed land surveyor, acceptable to OWNER

1.4 QUALIFICATIONS OF ENGINEER

- A. California registered engineer of the appropriate discipline, acceptable to OWNER.

1.5 SUBMITTALS

- A. Submit the name, address, and license number of the ENGINEER to the OWNER, if CONTRACTOR-provided.

PART 2 – PRODUCTS**2.1 NOT USED.****PART 3 – EXECUTION****3.1 PROTECTION OF SURVEY REFERENCE POINTS**

- A. Locate and protect existing survey reference points prior to starting site work, and preserve all permanent reference points during construction.
- B. All stakes, boundary lines, corner markers, benchmarks survey markers, etc., which have been or may be established in any part of the site, must be carefully preserved and respected by the CONTRACTOR and must be restored at the CONTRACTOR's expense if lost or destroyed as a result of the CONTRACTOR's operations.

3.2 CONSTRUCTION STAKING

- A. Prior to the start of work, SURVEYOR shall review and verify the existing horizontal and vertical controls. Report any discrepancies to the ENGINEER.
- B. Establish and safeguard a minimum of two permanent benchmarks on the project site.
- C. SURVEYOR shall establish all necessary horizontal and vertical survey control lines and points on site prior to commencement of CONTRACTOR's work, as outlined below. These controls shall be maintained by the CONTRACTOR throughout the course of construction.
- D. The following survey stakes shall be provided by the CONTRACTOR-PROVIDED SURVEYOR for use in constructing the improvements as shown on the contract documents.
 - 1. Rough Grade Stakes for areas to be paved and play area to be excavated.
 - 1. Finish Grade Stakes for curbs, gutters, slabs and sidewalk areas – Provide stakes at grade breaks and angle points, at beginning and end of horizontal and vertical curves, at maximum 25' spacing on curved alignments, at 50' spacing on tangent alignments, and as generally necessary for construction of the work.

3.3 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Upon completion of final site improvements, prepare record (as-built) drawings including locations and elevations of all underground utilities, site drainage piping and structures, points of connection, manholes and drain inlets, and locations of utility stub outs.

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

CITY OF SEASIDE

Highland Otis Park Playground Replacement

Technical Specifications



**100% Construction Documentation
April 18, 2023**

***BFS Landscape Architects
Monterey, CA***

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PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Playground Equipment to be furnished to the Contractor by the Owner (also referred to as Play Equipment or Play Structures), as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:
 - 1. Playground Equipment
 - 2. Wood Fiber Surfacing
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Site Concrete
 - 3. Geotextile Fabric

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. F1292 Specification for Impact Attenuation of Surface Systems under and around Playground Equipment.
 - 2. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
 - 3. F1951 Specification for Determination of Accessibility of Surface Systems under and around Playground Equipment.
 - 4. F2075 Specification for Engineered Wood Fiber for Use as a Playground Safety Surface under and around Playground Equipment.
- B. U.S. Consumer Product Safety Commission, CPSC Publication #325: Handbook for Public Playground Safety, latest edition.
- C. Department of Justice 2010 American Disabilities Act Standards for Accessible Design (ADAAG 28 CFR Part 36).

1.04 QUALITY ASSURANCE

- A. Installer Qualifications & Experience: Use an installer certified by the manufacturer of the playground equipment who has a minimum of five (5) installations of similar size and scope over the past three (3) years and is specialized in installing work similar in material, design, and extent to that indicated for this Project.
- B. Certification: All playground equipment supplied shall be certified by the International Play Equipment Manufacturers Association (IPEMA) Certification Service.

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- C. Substitutions: no substitutions permitted without prior written approval of the Owners Representative.
1. Substitutions that will change the fall height, platform height, or maximum equipment height will not be considered.
 2. The proposed substitution shall not adversely affect other trades, construction schedule or specified warranty requirements.
 3. Request substitutions on an Owner approved form, along with complete submittal requirements listed below including renderings, plan view, accessibility information, certificates, except for shop drawings and structural calculations.
 - a. Include a detailed price quote itemizing every component of play equipment, installation of play equipment by a manufacturer certified installer at prevailing wage.
 - b. Incomplete substitution requests will be rejected without further review.
 4. Should the substitution affect dimensions shown in the Drawings, provide a Shop Drawing(s) that accurately shows all required changes to the Contracts Documents as part of the substitution request.
 5. Submit documentation that maintenance and service parts are locally available for the proposed substitution as part of the substitution request. See clause on Closeout Submittals elsewhere in this Specification for details.
 6. Should the substitution be accepted, the Contractor shall pay for changes to the design including engineering design, detailing and construction costs caused by the requested substitution.
- D. Modifications: Submit Drawings with proposed modifications clearly identified and sufficient information to determine compliance with specified criteria. Incomplete Drawings will be rejected.
- E. Site Documentation: Maintain one copy of the latest edition of ASTM F1487 and CPSC publication #325 at project site.
- F. Safety Audit: On completion of installation, provide a playground site investigation and safety assessment by a Certified Playground Safety Inspector (CPSI), at no additional cost to the Owner, and as described elsewhere in this Specification.

1.05 SUBMITTALS

- A. Sieve analysis, test data, and 1-quart sample of wood fiber to be used.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect products from weather, soiling and damage using handling equipment and storage techniques recommended by manufacturer.

PART 2 - PRODUCTS

2.01 PLAYGROUND EQUIPMENT

- A. Contractor responsible to pick up the playground equipment as shown on the Drawings and as noted in Plan with project number 22-1647, dated 10/31/2022, from Miracle Play Systems. Playground installation subcontractor to contact Jean Tyan with Miracle Play Systems at (650) 930-0459 to coordinate.

2.02 WOOD-FIBER SURFACING

- A. Wood Fiber: Playground fiber as manufactured by Sun-Up Forest Products Inc., Lyngso Garden Materials, Inc., Recology Organics, or approved equal. Minimum material requirements are as follows:

HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT

1. Fiber: 100% wood fiber, free of chemicals or additives and void of bark, leaves, dirt twigs or other foreign matter. Produced from virgin or pre-consumer recycled wood. Post-consumer material is not acceptable.
 2. Sieve: 1 inch – 1-1/2 inches
 3. Minimum depth shown on the Drawings is compacted dimension.
 4. Complies with ASTM and CPSC playground surfacing standards for impact absorption, accessibility, and safety, and ADA standards for accessibility.
 5. Fiber: produced from West Coast softwoods.
- B. Quality Control: The installed wood fiber product shall exceed the recommendations of the U.S. Consumer Product Safety Commissions Technical guidelines for playground surfacing.
1. Provide test results from a certified independent laboratory demonstrating results under ASTM F1292 for loose fill playground surfacing. The U.S. Consumer Products Safety Commission indicates that playground impact attenuation (G-Max) should not exceed 200 g's and that Head Injury Criteria (HIC) should not exceed 1000.
 2. Provide test results from a certified independent laboratory demonstrating that the products meets ASTM F1951.
 3. Provide test results from a certified independent laboratory certifying that the fiber meets the sieve requirements of ASTM F2075 as follows:

<u>Sieve</u>	<u>% passing</u>
3/4"	100%,
3/8"	60-90%,
#4	30-50%
#10	10-20%,
#60	0-5%
#200	0-1%

2.03 GEOTEXTILE FABRIC

- A. Geotextile Fabric: Mirafi 140N unless otherwise indicated on the Drawings.

PART 3 - EXECUTION

3.01 GENERAL

- A. Verification of Conditions
1. Prior to installation of playground equipment footings and sub-slabs, verify location of underground utilities and facilities in the playground area. Bring any anticipated conflicts to the notice of the Owners Representative prior to layout and excavation. Damage to underground utilities and facilities will be repaired at no additional expense to the Owner.
 2. Prior to installation of playground equipment, verify that associated footings and sub-slabs have been installed in proper locations and at proper elevations.
 3. Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations including use zones comply with requirements for each type and component of equipment.
 4. Examine areas and conditions for compliance with requirements for site clearing, earthwork, site surface, sub-grade drainage, and other conditions affecting installation of playground equipment. Do not begin installation before final grading required for placing protective surfacing is complete, unless otherwise permitted by Owners Representative.
- B. Review all playground equipment and accessory locations with the Owners Representative prior to installation.

HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT

- C. Coordinate as required with the work of other trades, specifically with the resilient surfacing installer if applicable.
- D. Protection of In-Place Conditions: Protect surrounding areas, surfaces and appurtenances already in place during installation of playground equipment.

3.02 INSTALLATION – PLAY EQUIPMENT

- A. General: Install playground equipment and accessories per Manufacturer's instructions and as shown on the approved Shop Drawings.
 - 1. Mount all playground equipment on concrete footings, unless otherwise noted on the Drawings.
- B. Staking / Layout: Stake the location of all playground equipment, including entire use zone perimeters. Verify that use zone perimeters do not overlap existing or proposed paving, structures, or other obstructions.
- C. Deviations: Notify Owners Representative if conflicts or obstructions exist. If deviations from specified dimensions, especially fall heights, are required, obtain Manufacturer's and Owners Representative's approval prior to proceeding; follow approval request procedure as specified for substitutions. Do not proceed until revised drawings have been provided, showing corrected layout, and obstructions have been removed.
- D. Installation - Footings:
 - 1. Excavate holes for posts and footings to dimensions, profile, spacings, and in locations indicated on Drawings, in firm, undisturbed or compacted sub-grade soil. Level bearing surfaces with drainage fill to required elevation.
 - 2. Set equipment posts in concrete footings. Protect portion of posts above footing from concrete spatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb or at the correct angle and are aligned and at the correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 3. Top surface of concrete footings shall be a minimum of one half inch (1/2") below bottom of protective surfacing layer, with a smoothed top and shaped to shed water.
- E. Installation – Play Equipment:
 - 1. Install play equipment in accordance with CPSC Publication #325, ASTM F1487 and Manufacturer's instructions Anchor playground equipment securely, positioned at locations and elevations indicated on Shop Drawings.
 - 2. Anchor play equipment securely below the bottom elevation of the protective surfacing layer.
 - 3. Assemble play equipment without sharp points, edges, or protrusions; entanglement hazards; or pinch, crush, or shear points.
 - 4. When installed in accordance with the manufacturer's instructions, fasteners, connecting devices, and covering devices shall be installed to minimize loosening, or not be removable without the use of tools. Lock washers, self-locking nuts, locking pins, or other locking means shall be provided for all nuts and bolts to protect them from detachment. Hardware in moving joints shall also be secured against unintentional loosening.
 - 5. Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
 - 6. Adjust movable playground equipment components to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
 - 7. Install play area age group designation sign outside the use zone of play equipment.

HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT

F. Safety Markings / Labels:

1. Install additional permanent labels in accordance with ASTM 1487 and as noted below and not provided by the play equipment manufacturer. Unless otherwise noted:
 - a. Each item of play equipment or play structure shall be labeled.
 - b. Labels shall be visible from both directions for equipment that can be approached from two directions such as swings.
 - c. Labels shall be visible from all directions for all other equipment, i.e. a minimum of three locations around the play equipment or play structure.
2. Manufacturer Identification: minimum one location per piece of play equipment or per play structure.
3. Age Group: age group separation that play equipment was designed for.
4. Hot Surface: caregiver warnings to check equipment before use to mitigate burn injuries.
5. Surfacing Level: Install Surfacing Level Marker labels so that installers and maintainers of protective surfacing can determine whether sufficient depth has been installed. Alternately, paint the portion of the support that is intended to be installed below the top surface of the protective surfacing (resilient, wood fiber, or sand) a different color, or mark in other permanent way.

3.03 INSTALLATION – WOOD FIBER SURFACING

- A. Wood Fiber Surfacing: Install and compact per manufacturer's instructions. Install so that minimum depth shown on plan is achieved after compaction.
 1. Install geo-textile fabric as shown on the Drawings and per fabric Manufacturer's recommendations.

3.04 PLAYGROUND SAFETY AUDIT

- A. The playground site investigation and safety assessment (Audit) shall be performed by the CPSI as required by State law for the following types of public playground improvements: construction of new playgrounds, modifications to existing playground equipment and/or the installation of new equipment in an existing playground. Notify the Owners Representative forty eight (48) hours in advance of date and time of review by the CPSI.
- B. The Audit shall assess the layout and condition of the playground equipment and surfacing and identify any and all equipment, surfacing and signage that are not in compliance with the latest editions of ASTM F1487 and CPSC publication #325.
- C. The Audit shall be in a written report format, detailed and legible, utilizing checklists as recommended by the National Recreation and Park Association.
- D. The Audit shall establish playground equipment and surfacing standard of care.
- E. Non-Conforming Work: replace, modify or repair rejected work until compliance with the Audit is achieved. Any corrections necessary shall be to the satisfaction of the Owners Representative and at no additional cost to the Owner.

3.05 CLOSEOUT SUBMITTALS

- A. Safety Compliance: Playground Safety Audit Report by CPSI.
- B. Maintenance / Parts: Manufacturer's recommended maintenance instructions and list of replaceable parts for each equipment item, with address and phone number of source of supply.

3.06 REPAIR, CLEAN-UP AND PROTECTION

- A. Repair damaged play equipment finishes to match original finish or replace damaged products prior to Substantial Completion.
- B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- C. Restore adjacent areas that have been damaged from the installation of playground equipment.
- D. Cleaning: After installation of play equipment, remove all excess soil, packaging, and other debris and legally dispose off-site. Clean all walks, walls, pavements, and planting areas leaving the entire area in a neat, orderly condition.
- E. Protect installed play equipment and accessories from damage or use until Final Completion.

3.07 PAYMENT

- A. The Contract lump sum price for each item of Playground Equipment shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.
- B. Payment for concrete foundations or footings, including sub-grade and base preparation, shall be included in the Contract lump sum price paid for items of Playground Equipment requiring foundations or footings.
- C. Payment for playground wood fiber and geotextile fabric shall be included in the contract lump sum price paid for items of Playground Equipment.

END OF SECTION

SECTION 31 11 13

SITE CLEARING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Site Clearing work as shown on the Drawings and as specified in this Section. The work includes but is not limited to:
 - 1. Clearing and Grubbing.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading

1.03 DEFINITIONS

- A. Existing Topsoil: The top layer of existing soil in unpaved / planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over one cubic inch and other objectionable material. Depth of existing topsoil shall be taken to be 2-4 inches deep on average or as determined by the Owner's Representative at the time of construction after clearing and grubbing.
 - 1. At turf areas, existing topsoil starts below the grass root zone.
 - 2. At unpaved / planting areas other than turf, existing topsoil starts below the mulch layer.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 SITE CLEARING

- A. General
 - 1. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
- B. Clearing and Grubbing
 - 1. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes complete root systems.
 - 2. Removal of sod includes plastic netting / mesh used as sod backing.
 - 3. Remove all organic matter in unpaved / planting areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.
- C. Stripping

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1. Remove all vegetation and grass before stripping existing topsoil.
2. Strip existing topsoil from all unpaved areas to be improved with paving or structures. Average depth of topsoil is specified elsewhere in this Specification. Additional topsoil may be required to be removed in localized areas to depths encountered to prevent intermingling with underlying subsoil or other waste materials.
3. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 CLEAN-UP

- A. Disposal: Remove cleared & grubbed material, waste, unsuitable, and excess material from the Owner's property and dispose of legally or as directed by the Owner's Representative.

3.03 MEASUREMENT AND PAYMENT

- A. The Contract lump sum price paid for Site Clearing shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings and as directed by the Owners Representative, and no separate payment shall be made.

END OF SECTION

SECTION 31 22 13

EARTHWORK AND GRADING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Earthwork and Grading as shown on the Drawings and as specified in this Section. The work includes but is not limited to:
 - 1. Rough grading and excavations
 - 2. Providing, processing, placement, and compaction of any fill materials necessary to meet the designed lines and grades.
- B. Related work includes but is not limited to:
 - 1. Site Clearing

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of the State of California Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- C. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.
- D. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of mulch.

1.04 QUALITY ASSURANCE

- A. Tolerances: No combination of high and low tolerances that compromise pavement cross-section shall be permitted. Final grades after compaction and/or excavation shall conform to the grades shown on the Drawings, with a maximum tolerance of 0.10 foot for non-paved areas and 0.05 foot for paved areas, plus or minus.
- B. Geotechnical Monitoring / Testing: Coordinate with the Owner's Geotechnical Engineer for compaction testing for earth base under all paving areas and foundations. At the Owner's discretion, the Engineer may also monitor site preparation, foundation excavations, placement of engineered fill and trench backfill.

1.05 REVIEWS

- A. Notify the Owner's Representative at each stage of the operation indicated below and allow such reasonable time to observe excavation and trenching, and for testing and inspection as the Owner's Representative may require. Do not proceed with any portion of the work until authorization has been received from the Owner's Representative.
1. Site Preparation Review – Prior to any earthwork and grading.
 2. Review - After all rough grading is complete and sub-grade is prepared.
 3. Each review shall be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fill Material: Selected on-site excavated/sub-soil material is considered suitable fill material for embankment construction, subject to prior approval by the Owner's Representative.
- B. Inorganic on-site fill and sub-soil may be used as structural fill to achieve final grades, provided the fill contains no debris and is free of rocks or clods greater than 6-inches in maximum dimension, and no more than 15 percent by weight of rocks larger than 3-inches. Submit samples of any proposed imported fill to the Owner's Representative for appropriate testing and approval no less than (5) five working days prior to the anticipated job site delivery. Fill material shall meet the following requirements:
1. Have a sand equivalent greater than 20%
 2. Have not more than 15% passing the 200 sieve.
 3. Have an R-Value of not less than 50.
- C. Sand: for bedding and backfill for underground utilities including water service lines shall conform to the sieve analysis below:
- | Sieve Size: | Percent Passing: |
|---------------|--------------------------|
| #30 (600 um) | At least 75% |
| #100 (150 um) | Less than or equal to 5% |
- D. Topsoil: the top layer of existing soil in planting areas, containing minerals and organic materials including humus. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Owner's Representative at the time of construction after clearing and grubbing. See Specification Section Site Clearing.
1. Topsoil is a sandy type.
 2. At turf areas topsoil starts below the grass root zone.
 3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
 4. Soil underneath paving and aggregate base areas shall not be considered as top soil.
- E. Sub-soil: the remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over one cubic inch and all foreign debris and organic material have been removed.
1. Soil under paving and aggregate base areas can be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

PART 3 - EXECUTION

3.01 GENERAL

- A. Keep all excavations (including, pits, trenches, footings, etc.) entirely free from water. Protect excavations from rain or water from any source during construction. Use suitable pumping equipment or other means as required by the conditions. Continue pumping as necessary until the completion of the project. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and prevent surface drainage over fill slopes, in order to avoid erosion. Grading operations for erosion control shall be as approved by the Owner's Representative. Once excavation and grading commence, do not allow surface drainage to flow onto adjacent properties.
- B. Seasonal Limits: Do not place, spread, or roll fill material during unfavorable weather conditions. When work is interrupted by heavy rains, do not resume fill operations until field density tests indicate the moisture content and density of fill meet the specified requirements and approved by the Owner's Representative.
- C. Unusual Conditions: In the event that any unusual soil conditions are encountered during grading operations, notify the Owner's Representative immediately. Excavate and dispose of unsuitable material encountered below the natural grade as directed by the Owner's Representative and paid for as Extra Work. Unsuitable material is defined in DTSS Section 19 Earthwork Clause 1.01B.

3.02 TOPSOIL STOCKPILE & PROTECTION

- A. Stripping: Strip the topsoil on the site after clearing and grubbing and stockpile it for future use in this project. Install topsoil in planting and turf areas as per finish grading directions in the Specification Section Soil Preparation. Stripping depth shall be as specified herein.

3.03 SITE PREPARATION, EXCAVATION & GRADING

- A. Depressions, voids, or unsuitable material encountered shall be excavated to expose firm soil as directed by the Owner's Representative. Backfill and compaction to design grade shall be approved by the Owner's Representative. When earthwork or trenching conditions are determined by the Owner's Representative to be unsuitable material, perform the work as defined in DTSS Section 19-2.02 Unsuitable Material.
- B. Excavation work shall include sloping and rounding tops and ends of excavations.

3.04 FILL PLACEMENT AND COMPACTION

- A. Place the fill in maximum 8-inch lifts (compacted layers) and compact the fill by mechanical means only. Fill shall be conditioned, at time of compaction, to 1% to 3% above the optimum moisture content of the soil.
 - 1. For non-porous paving, compact each lift to minimum 95% relative compaction.
 - 2. For porous paving, compact each lift to 90% relative compaction.
 - 3. Carry out and document field density tests to ensure proper compaction.
 - 4. The placement and spreading of fill materials and its processing and compaction of fill materials by flooding, ponding, or jetting shall not be permitted without the prior approval of the Owner's Representative.

3.05 SUB-GRADE PREPARATION

- A. A minimum of 8-inches of the in-place sub-grade soil shall be scarified, moisture conditioned to 1%-3% above optimum value, and compacted to a relative compaction of at least 95% under all paving concrete slabs-on-grade, asphalt concrete pavements, and foundations/footings. This depth of densified soils is in addition to additional fill material required to bring the sub-grade to grade.
- B. Compact a minimum of 6-inch of sub-grade soil in all planting areas to maximum 85% relative compaction.
- C. All soft or wet sub-grade soil encountered during earthwork and grading should be stabilized prior to placement of fill and further construction. This may involve scarifying and air-drying of the soil, or excavation and replacement of the wet soil with dry soil. Obtain prior approval of proposed method of stabilization from the Owner's Representative.

3.06 TOPSOIL PLACEMENT

- A. See Specification Section Soil Preparation for topsoil installation.

3.07 FINISH GRADING

- A. Finish grade all areas, including those indicated to be planted on the Drawings, and remove all rocks and clods over one cubic inch. Grade all areas smoothly and uniformly. Repair all erosion damage during the construction period.
- B. Unless otherwise shown on the Drawings, all soil finish grades shall be one-inch (1") below finish surface of walks, pavements, and curbs.

3.08 EXCESS SOIL DISPOSAL

- A. Excess excavation material shall be disposed of at an off-site location, disposal facility to be approved by the Owner's Representative. Pay for any analytical testing of the excess material that may be required by the disposal facility. These tests may include
 - 1. CAM-17 Testing Waste for Hazardous Metals
 - 2. BTEX (Benzene, Toluene, Ethylbenzene, Xylene) Test
 - 3. TPH (Total Petroleum Hydrocarbon) Test

3.09 PAYMENT

- A. The Contract lump sum price paid for Earthwork and Grading shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings and as directed by the Owner's Representative, and no separate payment shall be made.
 - 1. Payment for adjustment of all existing drainage elements (manholes and or catch basins), sewer manholes, valve boxes, meter boxes and clean outs to final finished grades shall be included in the Contract lump sum price for Earthwork and Grading.

END OF SECTION

SECTION 32 11 43

PERMEABLE AGGREGATE BASE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of a stable, compacted, porous aggregate base layer and geotextile fabric, as shown on the Drawings.
- B. Related Work:
 - 1. Earthwork and Grading

1.03 STANDARDS

- A. State of California, Department of Transportation Standard Specifications, referred to in this Specification as 'Caltrans Standard Specifications'.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 2. D2940 Specification for Graded Aggregate Material for Bases
 - 3. F2898 Test Method for Permeability of Synthetic Turf Sports Field Base Stone and Surface System by Non-confined Area Flood Test Method

1.04 DEFINITIONS

- A. Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 latest edition, expressed as a percentage.

1.05 SUBMITTALS

- A. Contractor shall submit sieve analyses of the stone courses specified to verify conformance to these specifications. Submittals shall include permeability testing from a certified laboratory or Geotechnical Engineer, at compaction percentages specified, and shall verify stone materials to be 100% fractured.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store permeable aggregate at site on a hard, dry and level patch of ground. Prevent contamination of the material with clay, dust, vegetable or other foreign matter.
- B. Maintain sufficient distance between stacks of permeable aggregates and non-permeable aggregates if present to prevent the material at the edges of the stock piles from getting intermixed.

1.07 TESTING

- A. Sieve: Test permeable aggregate base during installation at 800-ton increments of shipping for sieve conformance. Submit results to the Owner's Representative prior to completion of the permeable aggregate base installation.
- B. Permeability: After installation of the permeable aggregate base designed to conduct rainfall from the resilient rubber surface to an under-drain system, and prior to the installation of the rubber surface, test the finished base in situ for infiltration rate per ASTM F2898.
 - 1. The finished permeable aggregate base is to have an infiltration rate of minimum 4-6 inches per hour.
 - 2. The test is to be performed by a registered Geotechnical Engineer, certified agronomist, or other qualified independent testing professional. Test in at least 2 areas of each contiguous permeable aggregate base as determined by the Owner's Representative. Non-contiguous surfaces will require separate tests.
 - 3. If the permeable aggregate base does not meet the required permeability, correct or reinstall the non-conforming sections to the required grade, cross-section and density.
 - 4. Submit results to the Owner's Representative prior to completion of the permeable aggregate base installation.
 - 5. Testing fees and corrections to and/or reinstallation of the permeable aggregate base are at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 BASE MATERIAL - GENERAL

- A. Aggregate: Durable crushed rock or gravel or sand that is washed and devoid of mineral fines. Material that is free from slaking and decomposition under the action of alternate wetting and drying. 100% fractured by mechanical means with elongated characters on each individual particle larger than 1/4". Rounded sands or aggregates are not permitted.
- B. Delivery Moisture Content: Aggregate base is to contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate in transit or during placement and to facilitate proper compaction. Ensure that aggregate leaving the source plant meets this requirement. Apply water to the aggregate base on site to attain and maintain this minimum moisture content.

C. BASE MATERIAL – ALTERNATE 1

- D. Permeable Aggregate Base: Class 2 Permeable, three fourths inch (3/4") maximum, gradation in accordance with Caltrans Standard Specifications 68-2.02F(3), thickness as shown on the Drawings.

Sieve Size	Percent Passing
1" (25.0 mm)	100%
3/4" (19.0 mm)	90-100%
3/8" (9.5 mm)	40-100%
#4 (4.75 mm)	25-40%
#8 (2.36 mm)	18-33%
#30 (600 um)	5-15%
#50 (300 um)	0-7%
#200 (75 um)	0-3%

R-value		78 Min.
Sand Equivalent CTM# 217		75 Min.

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Durability Index CTM #229	Fine	40 Min.
	Coarse	40 Min.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Protection: Take all steps necessary not to damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 SUB-GRADE PREPARATION

- A. General: See Specification Section Earthwork and Grading for sub-grade preparation and compaction requirements.
- B. Verify that sub-grade preparation, compacted density and elevations conform to the Specifications.
1. In the event of over-excavation, use select-fill materials to achieve design sub-grade elevations. Materials and compaction as specified in Specification Section Earthwork and Grading.
- C. Verify that subgrade is free of rocks, depressions, voids, organic materials, and irregularities. Remove any excess or contaminated backfill from the drainage trenches.

3.03 PERMEABLE AGGREGATE BASE INSTALLATION

- A. General: Install the permeable material over the entire sub-grade and the composite drain system if present, to a compacted thickness as shown on the Drawings. Take adequate care taken to maintain the designed sub-grade.
- B. Compaction and Planarity:
1. Base Material Alternate 1: Compact the permeable material to a minimum/maximum density of 85%-90% as determined by ASTM D1557, unless otherwise noted in the Geotechnical Report.
- C. Drainage Verification: Verify that permeable aggregate base is draining correctly- see clause on Testing elsewhere in this Specification.
- D. Finished surface of permeable material shall be dry.

3.04 PROTECTION

- A. Protect the installed permeable aggregate base from contamination by the work of other trades, vehicular movement, and undue amounts of compaction, until paving is installed.

3.05 PAYMENT

- A. The Contract lump sum price or Contract unit price paid for Permeable Aggregate Base shall be considered full compensation for furnishing all labor and incidentals and all work involved, including sub-surface drainage as specified in this Section and other sections and as shown on the Drawings, and no separate payment shall be made.

END OF SECTION

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SECTION 32 19 00

SITE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of plain Site Concrete, including where reinforced, as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Aggregate Base

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Portland Cement Association, Design and Control of Concrete Mixtures, latest edition.
- C. American Concrete Institute (ACI) specifications, latest editions, including:
 - 1. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
 - 2. ACI 301 Specifications for Structural Concrete
 - 3. ACI 302 Guide to Concrete Floor and Slab Construction
 - 4. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
 - 5. ACI 318 Building Code Requirements for Structural Concrete
 - 6. ACI 347 Guide to Formwork for Concrete
- D. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A615 Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 2. A1064 Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - 3. C33 Specification for Concrete Aggregates
 - 4. C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 5. C94 Specification for Ready-Mixed Concrete
 - 6. C114 Test Methods for Chemical Analysis of Hydraulic Cement
 - 7. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 8. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 9. C143 Test Method for Slump of Hydraulic-Cement Concrete
 - 10. C150 Specification for Portland Cement
 - 11. C157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

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12. C171 Specification for Sheet Materials for Curing Concrete
 13. C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
 14. C260 Specification for Air-Entraining Admixtures for Concrete
 15. C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 16. C311 Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
 17. C330 Specification for Lightweight Aggregates for Structural Concrete
 18. C494 Specification for Chemical Admixtures for Concrete
 19. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
 20. C778 Specification for Standard Sand
 21. C881 Specification for Epoxy-Resin-Base Bonding Systems for Concrete
 22. C920 Specification for Elastomeric Joint Sealants
 23. C979 Specification for Pigments for Integrally Colored Concrete
 24. C989 Specification for Slag Cement for Use in Concrete and Mortars
 25. C1240 Specification for Silica Fume Used in Cementitious Mixtures
 26. C1602 Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
 27. C1603 Test Method for Measurement of Solids in Water
 28. D1751 Specification for Preformed Expansion Joint Filler for Concrete Paving
 29. D1883 Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils
- E. California Air Quality Management District (AQMD) Rule 1113 Volatile Organic Compound (VOC) Limits.
- F. California Building Code (CBC), Part 2 of California Code of Regulations, Title 24: Walking surface finishes are to comply with accessibility provisions of the CBC, applicable edition.

1.04 QUALITY ASSURANCE

- A. Layout Review: Stake and layout all site concrete installations for review by the Owners Representative prior to excavation.
- B. Inspection: Notify the Owners Representative 24 hours prior to placement of any concrete to inspect sub-grade, forms, and reinforcement.
- C. Substitutions: shotcrete / gunite will not be permitted as a substitute for cast-in-place concrete.

1.05 SUBMITTALS

- A. Product data:
1. Steel reinforcement (mill certificates) / expansion joint filler, metal-key joints, reinforcement.
- B. Concrete Mix: Proposed mix design of each class of concrete, indicating name of batch plant, date and # of mix design, project location, Contractor requesting delivery.
1. Mix design: state the following:
 - a. Proportions of all materials used
 - b. Compressive strength in PSI at 28 days.
 - c. Slump
 - d. Water-cement ratio
 - e. Color, if applicable
 2. Slump Test Data in support of submitted concrete mix
 3. Cylinder Report in support of submitted concrete mix
 4. Strength Performance Reports per ASTM C39 and ACI 301 of submitted concrete mix
 5. Sieve data / certification for coarse and fine aggregate

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6. Test report / certification for cement and fly ash.
7. Admixture data.
8. Water test report for ready mix concrete.

- C. Schedule: schedule for saw-cutting concrete in relation to pour, see time period recommendation elsewhere in this Specification.

1.06 MOCK-UPS

- A. Concrete: First-in-place mock-ups for at-grade and above-grade concrete work that is not colored, and has a broom / sand-blast type finish are at the discretion of the Contractor.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in a dry and protected location. Protect reinforcing steel, dowels, and welded wire mesh from rusting, deformation, staining, and moisture damage.

1.08 TESTS

- A. Testing and analysis of concrete will be performed under provisions of Caltrans Standard Specifications Section 6-3.
- B. Testing firm shall take cylinders and perform slump, compression strength, and air entrainment tests in accordance with ASTM C143, C39 and C173.
1. Testing shall be carried out for vertical surfaces equal to or greater than 48" as measured from bottom of footing to top of wall, and for vehicular concrete subject to increased loading conditions such as stress pads.
 2. All testing shall be at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 FORMWORK AND REINFORCEMENT

- A. Formwork: Steel or wood, of size and strength to resist movement during concrete placement and to retain straight, true, and to proper elevation, horizontal and vertical alignment until removed. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required.
1. Form lumber: #2 or better grade wood. Do not use used form lumber.
- B. Reinforcement Bars and Dowels: ASTM A615. Clean and free of paint, grease, oils, and loose rust scale. Deformed steel bars, Grade 60 for bars #5 and larger; Grade 40 minimum for bars #4 and smaller.
1. Tie Wire: 16-gauge plain cold-drawn steel conforming to ASTM A1064, clean and free of rust, dirt, grease or oils.
 2. Supports: bolsters, chairs, dobies, spacers and other devices for spacing, supporting and fastening reinforcing bars in place.
 3. Sleeves: for doweling across expansion joints and cold joints: Sika Speed Dowel or equal, sized for round dowel diameter and length.
- C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A1064 by Davis Wire Corporation or approved equal. Clean and free of paint and rust. Furnished in flat panels, not rolls.
1. Supports: Chairs or dobies to support welded wire mesh reinforcement at half the depth of the paving.

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- D. Form-release: form release agent, California AQMD Rule 1113 VOC-limits compliant.

2.02 CONCRETE

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150. Type-II. Use single source throughout entire project.
 - 2. Fly Ash: ASTM C618 & C311. Class C, F, or N.
 - a. Source fly ash from an experienced producer, conforming to all applicable standards.
 - b. At no time during the course of the project will a change of fly ash source (plant) be permitted without the prior written consent of the Owners Representative.
 - 3. Slag: ASTM C989 if specified in the concrete mix design.
- B. Coarse Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Gravel, crushed gravel, crushed rock, or combinations thereof, free from organic matter and other deleterious substances, from an approved source. Use single source throughout entire project.
- C. Fine Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Natural sand or a combination of not less than 50% natural and manufactured sand, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. Thoroughly and uniformly washed. Use single source throughout entire project.
- D. Water: ASTM C1602, clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances. For ready-mix concrete water density shall be monitored with an automated device conforming to ASTM C1603.
- E. Chemical Admixtures:
 - 1. All admixtures: California AQMD Rule 1113 VOC-limits compliant
 - 2. Air Entraining: ASTM C260. Use five percent (5%) air entrainment: Manufactured by BASF, Sika, W.R. Grace or approved equal.
 - 3. Water Reducing / Plasticizer: ASTM C494, manufactured by BASF, Sika, W.R. Grace or approved equal.
 - 4. Shrinkage Reducing: ASTM C494. Capable of reducing drying shrinkage up to 80% at 28 days per ASTM C157, BASF, W.R. Grace or approved equal.
 - 5. Accelerating: ASTM C494, non-corrosive admixture manufactured by BASF, W.R. Grace or approved equal.
 - 6. Hydration Controlling: ASTM C494, Type B, and Type D by BASF, or approved equal.
 - 7. Calcium chloride is not permitted in the manufacture of chemical admixtures.
 - 8. Admixtures batched, mixed and transported in accordance with ASTM C94
- F. Cure: ASTM C309 Type 1, Class A&B, California AQMD Rule 1113 VOC-limits compliant, clear membrane curing compound, by W.R. Meadows, L.M. Scofield, or approved equal.
 - 1. Do not use white liquid membrane curing compound.
 - 2. For colored concrete, see clause on Concrete Colors in this Specification for cure-sealers that are applied to freshly placed concrete. Do not use this cure.

2.03 CONCRETE MIX DESIGN

- A. Concrete mix: conform to applicable industry standards for concrete materials, admixtures, bonding materials, curing and other except as noted.
 - 1. Concrete mixes shall be properly proportioned for yield.
 - 2. Water / cement ratio: 0.50 max unless otherwise approved by the Owners Representative
 - 3. Slump: maximum four (4") inches. A tolerance of up to one (1") inch above the maximum indicated is allowed for one batch in any five consecutive batches tested.

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- B. Strength: ASTM C39 designated by class based on 28-day compressive strengths when tested:
 - 1. Class-2 (590 lbs of cementitious material per cubic yard) for curbs, gutters, footings, vehicular paving, steps, walls, and all above-grade structures unless otherwise noted. Minimum compressive strength of 3000 PSI at 28-days.
- C. Fly Ash: Incorporation of fly ash into the concrete mix is at the Contractor's discretion. If fly-ash is to be used in the mix, substitute up to 25% of Portland cement with fly ash for all classes of concrete, final proportions to be determined by the concrete supplier.
 - 1. Concrete mixtures with fly ash must be properly designed for the application, and finishing procedures must be appropriately applied.
- D. Slag: Incorporation of slag into the concrete mix is at the Contractor's discretion. If slag is to be used in the mix, substitute up to 25% of Portland cement with slag for all classes of concrete, final proportions to be determined by the concrete supplier.
 - 1. Concrete mixtures containing slag cement should be proportioned according to ACI 211.1, be properly designed for the application, and finishing procedures must be appropriately applied.
- E. Chemical Admixtures
 - 1. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: do not include Air Entraining Mixtures.
 - 2. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: include Water Reducing Admixtures.
 - 3. Chemical admixtures: at the Contractor's discretion or the mix design submitted by the concrete ready-mix supplier, with the two exceptions noted above.
 - 4. Chemical admixtures: specified within the range of the manufacturer's recommended concentration.

2.04 CONTROL JOINTS

- A. General: All adhesives, fillers, sealants: California AQMD Rule 1113 VOC-limits compliant
- B. Expansion joint filler: ASTM D1751, 3/8" thick asphalt impregnated fiberboard, by W.R. Meadows or approved equal.
- C. Plate Dowels: Diamond Dowels as supplied by PNA Construction Technologies, www.pna-inc.com, Speed Plate by Sika usa.sika.com.
 - 1. 1/4" thick dowels for 5"-7" slab depths.
 - 2. 3/8" thick dowels for >7" and up to and including 9" slab depths.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Weather Conditions: Construct concrete paving only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations.
- C. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 SITE PREPARATION

- A. Verify that aggregate base preparation and elevations conform to the Project requirements and Specifications. Do not install work specified in this Section prior to acceptance of aggregate base.
- B. Clear aggregate base surface of all loose or unsuitable material.

3.03 INSTALLATION

- A. Form Construction: Set forms to the required grades and lines, rigidly braced and secured; work conforming to ACI 347.
 - 1. Construct walls and seat walls less than 18" above finish grade without form ties unless essential for stability of formwork. Align form ties horizontally and vertically.
 - 2. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
 - 3. Remove forms without damage to the placed concrete.
 - 4. Do not use form ties for exposed portions of sand-blasted walls and structures where the holes will be visible after the form ties are removed. Use form braces only.
 - 5. Install form ties and similar accessories such that all metal will be at least 1 inch from surface when forms are stripped.
- B. Reinforcement: Install per the Drawings, and secure in place. Do not pour concrete prior to the inspection by the Owners Representative.
 - 1. Use reinforcement (rebar) chairs to ensure that bar reinforcement / welded wire mesh has the required clearance off the bottom of the slab and installed parallel to the bottom of the slab and without dents. See Drawings for recommended spacing.
 - 2. Install reinforcement / welded wire mesh with minimum cover as shown on the Drawings. A single cut through reinforcing materials in full depth vertical joints in paving as a means of separation is not acceptable.
- C. Placement: Moisten aggregate base as required to provide a uniform, dampened condition at the time concrete is placed. Place concrete using methods which prevent segregation of the mix, with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse assemblies, reinforcement, or side forms. Use care to prevent dislocation of reinforcing, dowels, and joint devices. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction/cold joint.
- D. Control Joints: Construct control joints true-to-line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise noted. See Control Joint Types specified herein for specific guidelines.
 - 1. Set all joints accurately to grade and straight in alignment as shown on the Drawings. Alignment shall not vary more than 1/8" in 10' length.
- E. Finishing: After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous, smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
 - 1. After floating, test concrete surface for trueness - maximum 1/8" variation in 10' length in any direction.
 - 2. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as specified herein.
 - 3. During finishing, do not apply cement to the dry concrete surface.
 - 4. See Concrete Finishing elsewhere in this Specification

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- F. Curing: Protect and cure finished concrete, conforming to applicable requirements of Caltrans Standard Specifications.
 - 1. Cure all concrete for at least 7 days after placing.

3.04 CONTROL JOINTS

- A. General: Work under this Section to comply with ACI 302.
- B. Expansion Joints: locate as shown on the Drawings.
 - 1. Dowels: grease both ends.
 - 2. Joint fillers: one-piece lengths for the full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Form top edge of filler to conform to top profile of concrete.
- C. Construction (Cold) Joints:
 - 1. At old and new concrete pours. Drill the existing concrete to accept dowels and embed. Grease both ends of dowel, or epoxy end in existing concrete and grease end in new concrete.
 - 2. At previous day's pour and fresh pour: Grease both ends of dowel.
 - 3. When curb and/or gutter and pedestrian paving are poured separately, provide #3 dowels, 8" length 24" O.C.
- D. Plate Dowel Joints: locate as shown on the Drawings, if not specified then at 18-inches on center. Use Manufacturer's templates and follow instructions for dowel installation.
- E. Weakened Plane Joints: locate as shown on the Drawings.
 - 1. Pedestrian paving: construct saw-cut as shown on the Drawings.
 - 2. Joint Width & Depth: Per Drawings. Do not exceed 3/16-inch in width.
 - 3. Do not end completed joints short of vertical surfaces.
 - 4. Saw-cut joints:
 - a. Carry out saw cutting within the first 12 to 24 hours after pour, specific time within this time range is at the Contractor's discretion. Raveling and cracking of joints due to saw cutting too early or too late is not acceptable.
 - b. Saw-cut joints in a straight line with no over-cutting.
 - c. Perform saw-cut jointing with a new diamond tip circular saw.
 - d. Use a hand tool to saw-cut up to vertical edges such as walls, steps, curbs and columns. No cutting into vertical surfaces will be allowed.

3.05 CONCRETE FINISHING

- A. General: finishes as specified on the Drawings. Walking surfaces including curbs: slip-resistant and comply with accessibility provisions of CBC.
 - 1. Prior to finishing, fill in form holes flush with concrete surface. Excludes Form Finish.
 - 2. Remove all imperfections and blemishes that cannot be removed by specified finish type.
- B. Finish types:
 - 1. Broom finish - draw a stiff fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture. Texture must be true and straight across entire width of concrete slab.

3.06 REPAIR AND CLEAN-UP

- A. Repair: repair or remove and replace defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., directed by the Owners Representative and at no additional

HIGHLAND OTIS PARK – PLAYGROUND REPLACEMENT

cost to the Owner. All cleaning, patching, and repairs shall be subject to approval and acceptance by the Owners Representative.

- B. Protect new concrete from all construction activities for 72 hours; from construction material or equipment movement for 7 days; and from heavy vehicular movement for 28 days. Any activity on new concrete prior to 28 days is at the Contractor's discretion and risk.
- C. Clean up and remove from the site all spillage, overpour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from the work. Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.
- D. Disposal: Segregate surplus material and debris remaining upon completion of the work as to type, and transport from the job site and dispose of in a legal manner.

3.07 MEASUREMENT AND PAYMENT

- A. The Contract lump sum price or Contract unit price paid for each item shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.
- B. Payment for the Concrete Curb shall include full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the furnishing and installation of the concrete curb. Furnish and install of the concrete band is a unit price item measured and paid per linear foot as accepted in place.
- C. Payment for the Concrete Playground Ramp shall include full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the furnishing and installation of the concrete playground ramp. Furnish and install of the concrete playground ramp is a unit price item measured and paid per lump sum as accepted in place.

END OF SECTION

HIGHLAND OTIS PARK - PLAYGROUND REPLACEMENT

100% CONSTRUCTION DOCUMENTS SEASIDE, CALIFORNIA



PROJECT DIRECTORY

CLIENT
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Seaside, CA 93940
(831) 899-6700

LANDSCAPE ARCHITECT
BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey, CA 93940
(831) 646-1353
Contact (Elizabeth, Matz)

PROJECT DESCRIPTION

The project will remove existing concrete curbs, preserve the existing stone seat wall, and install new play equipment, surfacing, accessible ramp and concrete curb. No survey was provided. Site plan and existing features based on aerial and site measurements.

GENERAL NOTES

DESIGN INTENT These Drawings and accompanying technical specifications represent the general design intent to be implemented on the site. Contractor shall be responsible for contacting the Owner's Representative for any additional clarification or details necessary to accommodate site conditions.

CONTRACTOR COORDINATION The Contractor shall coordinate and otherwise integrate his work with that of others in an efficient, craftsmanlike and timely manner so as to provide the Owner with a well-constructed, easily maintainable project. Each contractor shall notify others at least two working days in advance of covering, completing or exposing work to be installed by others.

CONTRACTORS' JOB SITE CONDITIONS The Contractor agrees to assume sole and complete responsibility for site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner and the Design Consultant harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Owner or the Design Consultant.

COMPOSITE BASE SHEET The proposed improvements shown on these Drawings are superimposed on a base sheet. This base sheet is compiled from a boundary survey, a topographic survey, architectural and/or engineering documents and other data as made available by the Owner. The Design Consultant shall not be held liable for changes, inaccuracies, omissions or other errors on these documents. The composite base sheet is provided only as an aid, and the Contractor shall be responsible for reviewing these documents and incorporating/integrating all construction as required to accommodate same.

UTILITIES A reasonable effort has been made to locate and delineate all known underground utilities. The Contractor is cautioned that only excavation will reveal the types, extent, sizes, location and depths of such underground utilities. However, the Design Consultant can assume no responsibility for the completeness or accuracy of delineation of such underground utilities, nor for the existence of other buried objects or utilities which are not shown on these Drawings.

- For areas under public ownership or private lands with public utility easements, the Contractor is responsible for contacting utility companies prior to commencing construction, and requesting a visual verification of the locations of their underground utilities. The utility companies are members of the Underground Service Alert (USA) one-call program. Notification shall be a minimum of (2) working days in advance of performing excavation work by contacting USA North at 811 / 1-800-227-2600 / www.usanorth.org for Northern California, and DigAlert 811 / www.digalert.org for Southern California.
- For areas under private ownership and campuses not members of USA, the Contractor is responsible for engaging the services of a private utility locator for a visual verification of the locations of underground utilities. Excavation is defined as being 6 or more inches in depth below the existing surface.

CODES / STANDARDS

GENERAL: Bring conflicts between Codes, Referenced Standards, Drawings, and Specifications to the attention of the Construction Manager in writing, for resolution before taking any action. Where differences exist between codes and standards, the one affording the greatest protection shall apply. If the year of adoption is omitted from the Code or Standard designation, it shall mean the latest revision in effect on the Bid date.

PROJECT SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

2010 ADA Standards for Accessible Design, Department of Justice; Public Accommodations and Commercial Facilities (Title III regulations, 28 CFR Part 36, Subpart D, as amended by the final rules published on August 11, 2016, and December 2, 2016; 2004 ADAAG, 36 CFR part 1191, Appendices B and D).

Accessibility provisions of the 2019 California Building Codes (CBC): Part 2 of California Code Of Regulations, Title 24, including but not limited to:
Division 4 Accessible Routes: 11B-402 Accessible Routes; 11B-403 Walking Surfaces; 11B-404 Doors & Gates; 11B-405 Ramps; 11B-406 Curb Ramps
Division 5 General Site & Building Elements: 11B-502 Parking Spaces; 11B-503 Passenger Drop-off & Loading Zones; 11B-504 Stairways; 11B-505 Handrails
Division 7 Communication Elements & Features: 11B-703 Signs; 11B-705 Detectable Warnings

California Model Water Efficient Landscape Ordinance 2019 or local ordinance if applicable.

ABBREVIATIONS

AB	Aggregate Base	LB	Pound
AC	Asphalt Concrete	LF	Linear Feet
AD	Area Drain	LOW	Limit of Work
ALT	Alternate	LP	Low Point
APPROX	Approximate	MAX	Maximum
ARCH	Architectural	MECH	Mechanical
BLDG	Building	MED	Medium
BC	Bottom of Curb	MFR	Manufacturer
BW	Bottom of Wall	MH	Manhole
BS	Bottom of Step	MIN	Minimum
BOT	Bottom	MM	Millimeter
CB	Catch Basin	MTL	Metal
CBC	CA Building Code	(N)	New
CI	Cast Iron	NIC	Not In Contract
CL, ̵	Centerline	NO	Number
CLR	Clear	NOM	Nominal
CM	Centimeter	NTS	Not To Scale
CMU	Concrete Masonry Unit	OC	On Center
CONC	Concrete	OD	Outside Diameter
CONST	Construction	OPP	Opposite
CONT	Continuous	PA	Plant Area
CO	Cleanout	PB	Pull Box
COORD	Coordinate	PE	Polyethylene
CY	Cubic Yard	PERF	Perforated
DBL	Double	POB	Point of Beginning
DEMO	Demolition	POC	Point of Connection
DET	Detail	POS	Point on Slope
DG	Decomposed Granite	PNT	Point
DIA, Ø	Diameter	PREFAB	Prefabricated
DN	Down	PSI	Pounds per Square Inch
DWG	Drawing	PT	Pressure Treated
(E), EX	Existing	PVC	Polyvinyl Chloride
EA	Each	QTY	Quantity
EG	Existing Grade	R, RAD	Radius
EJ	Expansion Joint	REBAR	Reinforcement Bar
EP	Edge of Paving	REF	Reference
ELEV	Elevation	REQD	Required
ELEC	Electrical	RIM	Rim Elevation
EQ	Equal	RND	Round
EQUIP	Equipment	RWL	Rain Water Leader
EXP	Exposed	S4S	Surface Four Sides
EXT	Exterior	SCH	Schedule
FFE	Finished Floor Elevation	SD	Storm Drain
FG	Finished Grade	SF	Square Foot
FL	Flow Line	SIM	Similar
FOB	Face of Building	SPECS	Specifications
FOC	Face of Curb	SQ	Square
FPS	Feet Per Second	SS	Sanitary Sewer
FS	Finish Surface	STL	Steel
FSF	Finish Surface Field	SY	Square Yard
FT	Foot	SYN	Synthetic
GA	Gauge	TBD	To be Determined
GALV	Galvanized	TC	Top of Curb
GB	Grade Break	THK	Thick
GI	Galvanized Iron	TS	Top of Step
GPH	Gallons Per Hour	TYP	Typical
GPM	Gallons Per Minute	TW	Top of Wall
HDG	Hot Dipped Galvanized	U/G	Underground
HDR	Header	UON	Unless Otherwise Noted
HORIZ	Horizontal	VERT	Vertical
HP	High Point	VIF	Verify in Field
HSS	Hollow Structural Steel	W	Water
ICV	Irrigation Control Valve	WP	Weaked Plane Joint
ID	Inside Diameter	WV	Water Valve
INT	Interior	WWM	Welded Wire Mesh
INV	Invert	W/	With
		WD	Wood

SYMBOLS

	Revision Callout		Area Plan Callout
	Elevation Callout		Reference Note
	Section Callout		Detail Reference

APPROVED FOR CONSTRUCTION

Nisha Patel, Public Works Director/City Engineer

6-6-23

DATE

6/30/24
EXPIRATION DATE

72491
R.C.E. NO.

SHEET INDEX

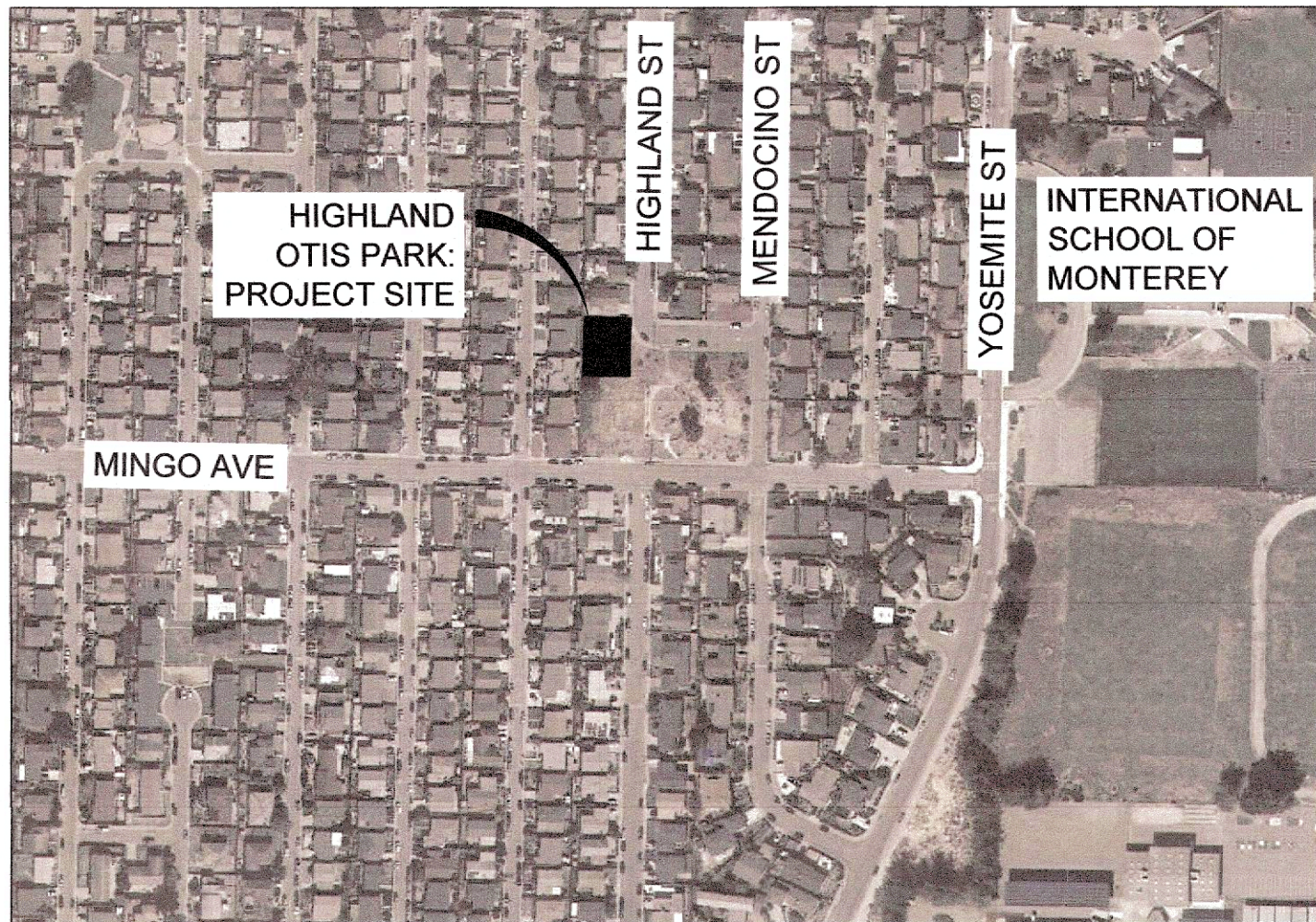
SHEET NO: CONTENTS:

L-0.0	Cover Sheet
L-1.0	Demolition Plan
L-2.0	Construction Plan
L-3.0	Grading Plan
L-4.0	Construction Details

VICINITY MAP



LOCATION MAP



REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

**HIGHLAND OTIS PARK -
PLAYGROUND REPLACEMENT**

SEASIDE, CA
CITY OF SEASIDE

PROJECT NO: 23.002
DATE: 04/18/2023
SCALE: AS SHOWN
DRAWN | CHECKED: DZ/BM
ISSUANCE:
100% CDs

SHEET NAME:

Cover Sheet

SHEET NO:

L-0.0

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LEGEND

- Limit of Work Line
- + + Clear and Grub: Contractor to verify extents in field
- Existing Stone Wall to Remain: Preserve and protect

REFERENCE NOTES

- 1 Planted Slope: Preserve and protect.
- 2 Toe of Slope
- 3 BFS has verified that concrete curbs and existing play equipment have been removed.

GENERAL NOTES

1. Verify location of all utilities in field.
2. All items not indicated be demolished are to be preserved and protected. See Specs.
3. Items indicated to be demolished include their concrete footings and aggregate base where present UON.



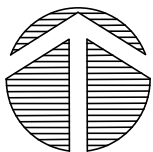
REVISIONS:		
NO.	DATE	DESCRIPTION

PROJECT:
**HIGHLAND OTIS PARK -
PLAYGROUND
REPLACEMENT**
SEASIDE, CA
CITY OF SEASIDE

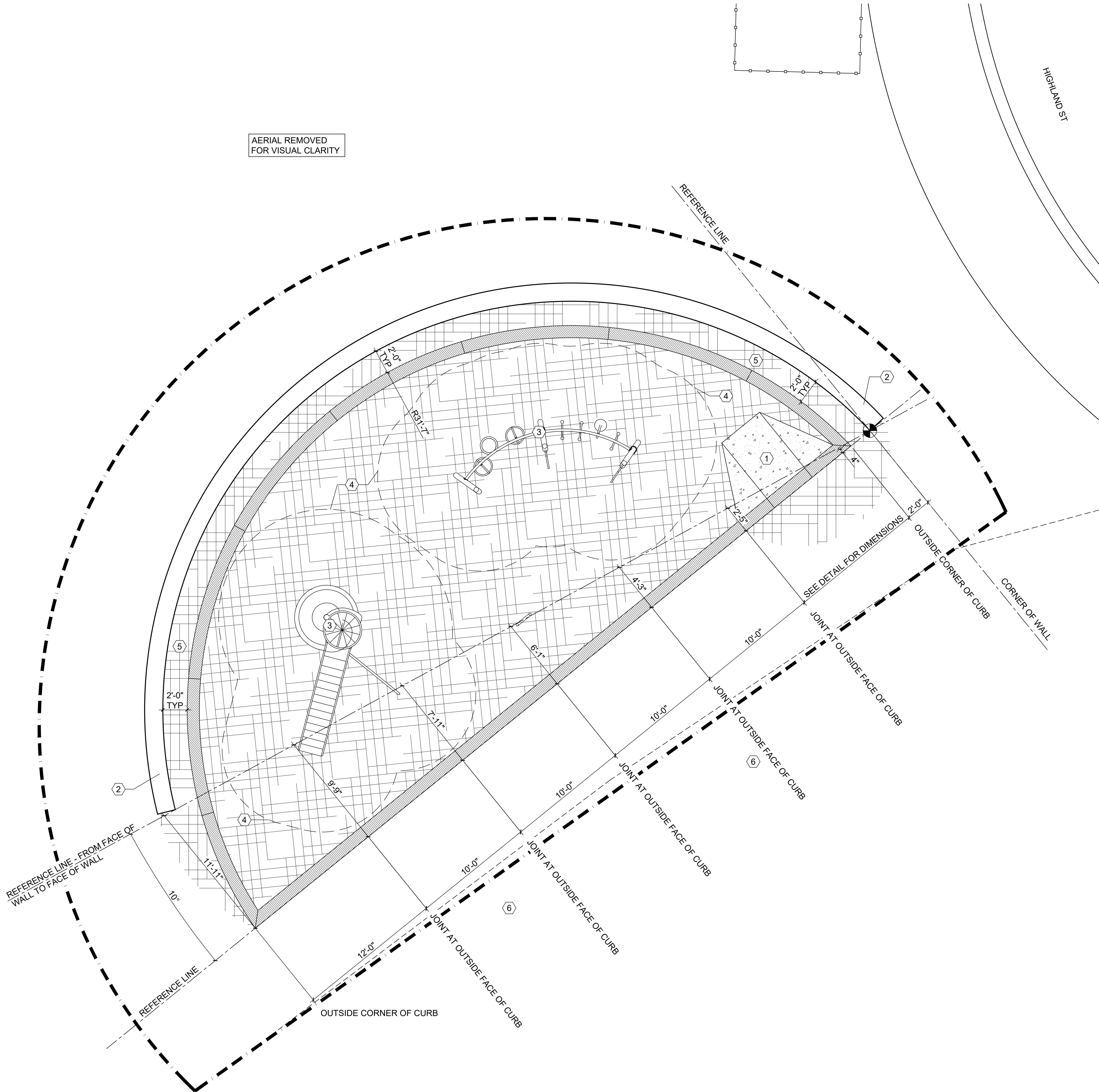
PROJECT NO: 23.002
DATE: 04/18/2023
SCALE: AS SHOWN
DRAWN | CHECKED: DZ/BM
ISSUANCE:
100% CDs

SHEET NAME:
Demolition Plan

SHEET NO:
L-1.0



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LEGEND

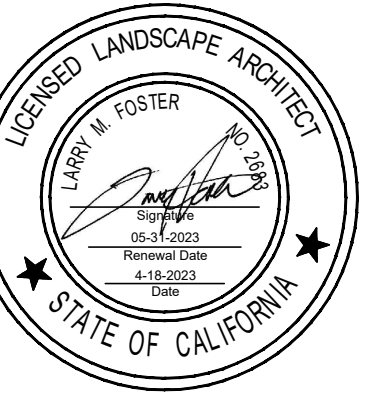
- Limit of Work Line
- Concrete Curb: Natural Gray Color, Medium Broom Finish, with Weakened Plane Joints. See Specs. See (2/L-4.0)
- Playground Wood Fiber: See (3/L-4.0). See Specs.
- Point of Origin

REFERENCE NOTES

- Concrete Playground Ramp: See (4/L-4.0)
- Existing Wall to Remain: Preserve and protect.
- New Play Equipment: Furnished by owner. Contractor to install. See specs. See (5/L-4.0) for cut sheet.
- Play Equipment Safety Zone
- Mulch Not in Play Area to be 3" Thick Minimum.
- Planted Slope: Preserve and protect.

GENERAL NOTES

- BASE MAP
 - Base map created from aerial and site measurements. Contractor to verify dimensions in the field.
- CONTROL JOINTS: CURBS
 - Expansion Joints: align with expansion joints in monolithic paving; at maximum 60' O.C. when adjacent to modular paving, and at all corners, start/end of radiuses, and connections to flush curbing. Full depth.
 - Weakened Plane Joints: align with weakened plane joints in monolithic paving; at a maximum of 20' O.C. when adjacent to modular paving. Construct across the top and visible face.
- UTILITIES
 - Review locations in the field with the Owner's Representative prior to installation.



REVISIONS:		
NO.	DATE	DESCRIPTION

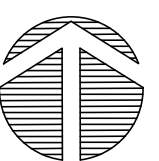
PROJECT:
**HIGHLAND OTIS
PARK -
PLAYGROUND
REPLACEMENT**
SEASIDE, CA
CITY OF SEASIDE

PROJECT NO: 23.002
DATE: 04/18/2023
SCALE: AS SHOWN
DRAWN | CHECKED: DZ/BM
ISSUANCE:
100% CDs

SHEET NAME:
Construction Plan

SHEET NO:

L-2.0



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LEGEND

- Limit of Work Line
- 5.00% Slope

GENERAL NOTES

- Walking surfaces shall comply with CBC 11B-403 Walking Surfaces. Walkway slopes shall not exceed 4.9% in the direction of travel and 1.9% cross-slope.
- Ramp slopes shall be in compliance with CBC 11B-405 Ramps. Ramp slopes shall not exceed 8.33% (1:12) in the direction of travel and 2% cross-slope.
- Base map created from aerial and site measurements. Contractor to verify dimensions and slopes in the field.



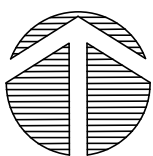
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NO.	DATE	DESCRIPTION

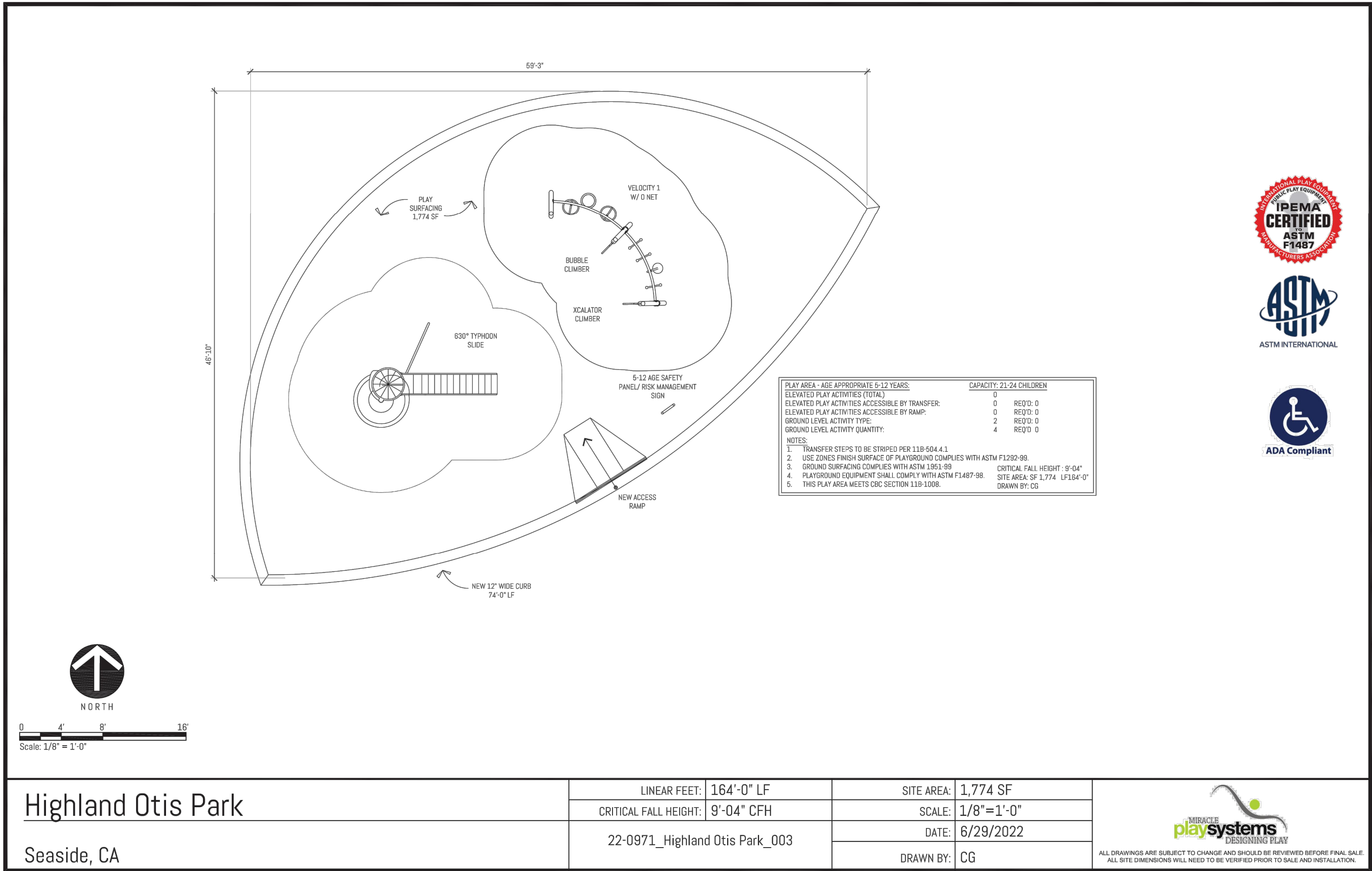
PROJECT:
**HIGHLAND OTIS
PARK -
PLAYGROUND
REPLACEMENT**
SEASIDE, CA
CITY OF SEASIDE

PROJECT NO: 23.002
DATE: 04/18/2023
SCALE: AS SHOWN
DRAWN | CHECKED: DZ/BM
ISSUANCE:
100% CDs

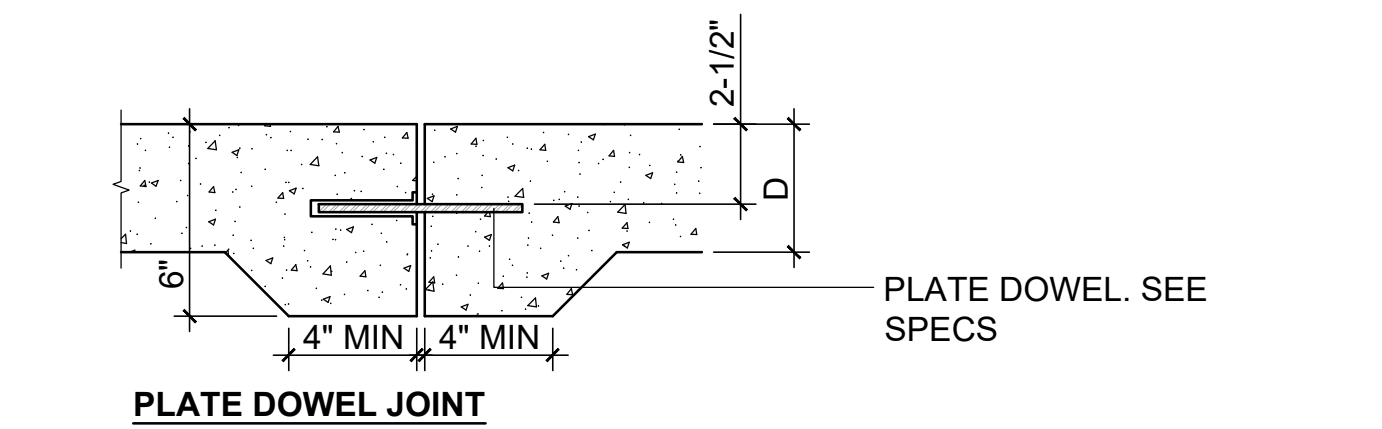
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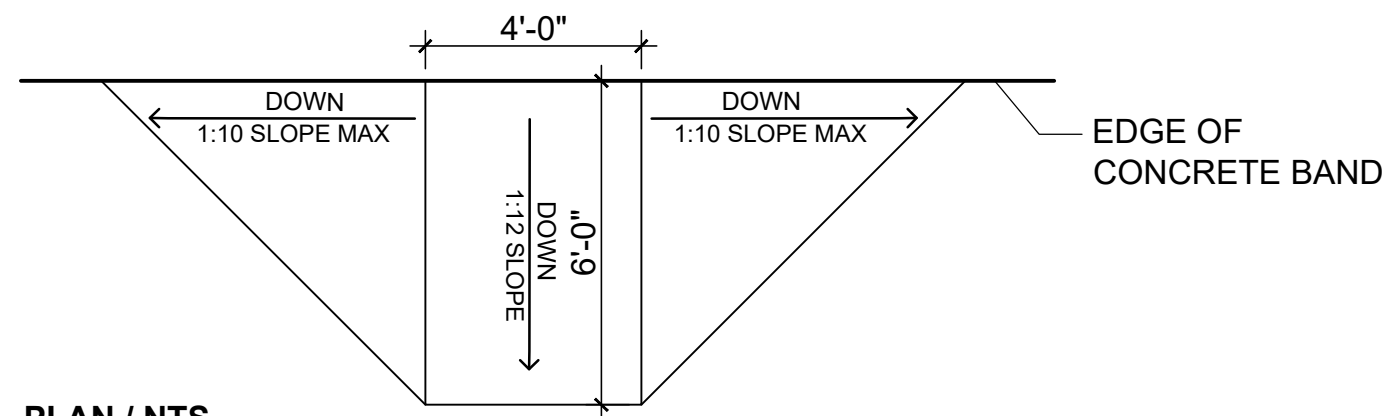




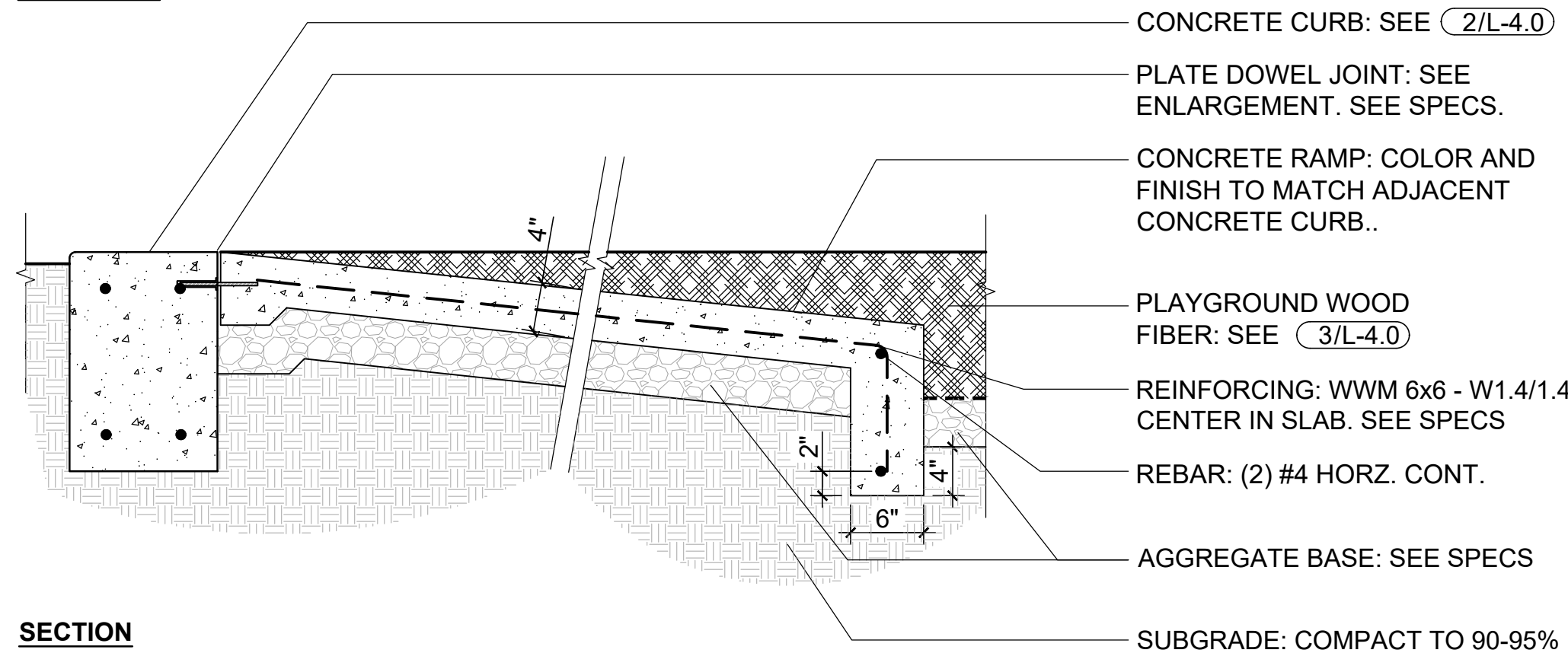
5 Play Equipment Cut Sheet
NTS



ENLARGEMENT / NTS

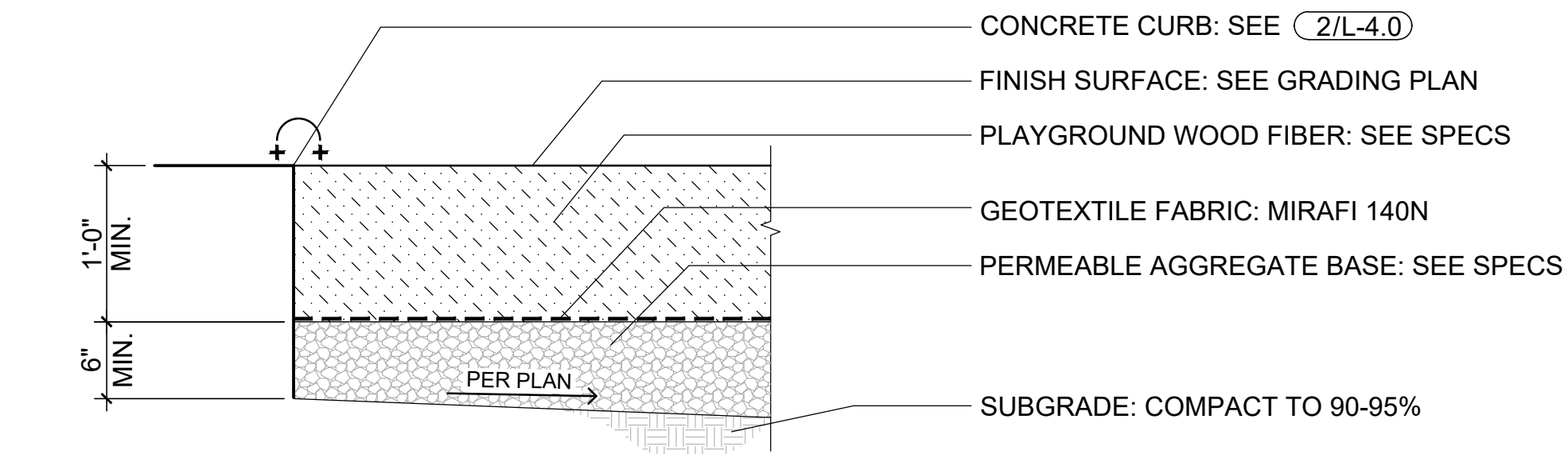


PLAN / NTS

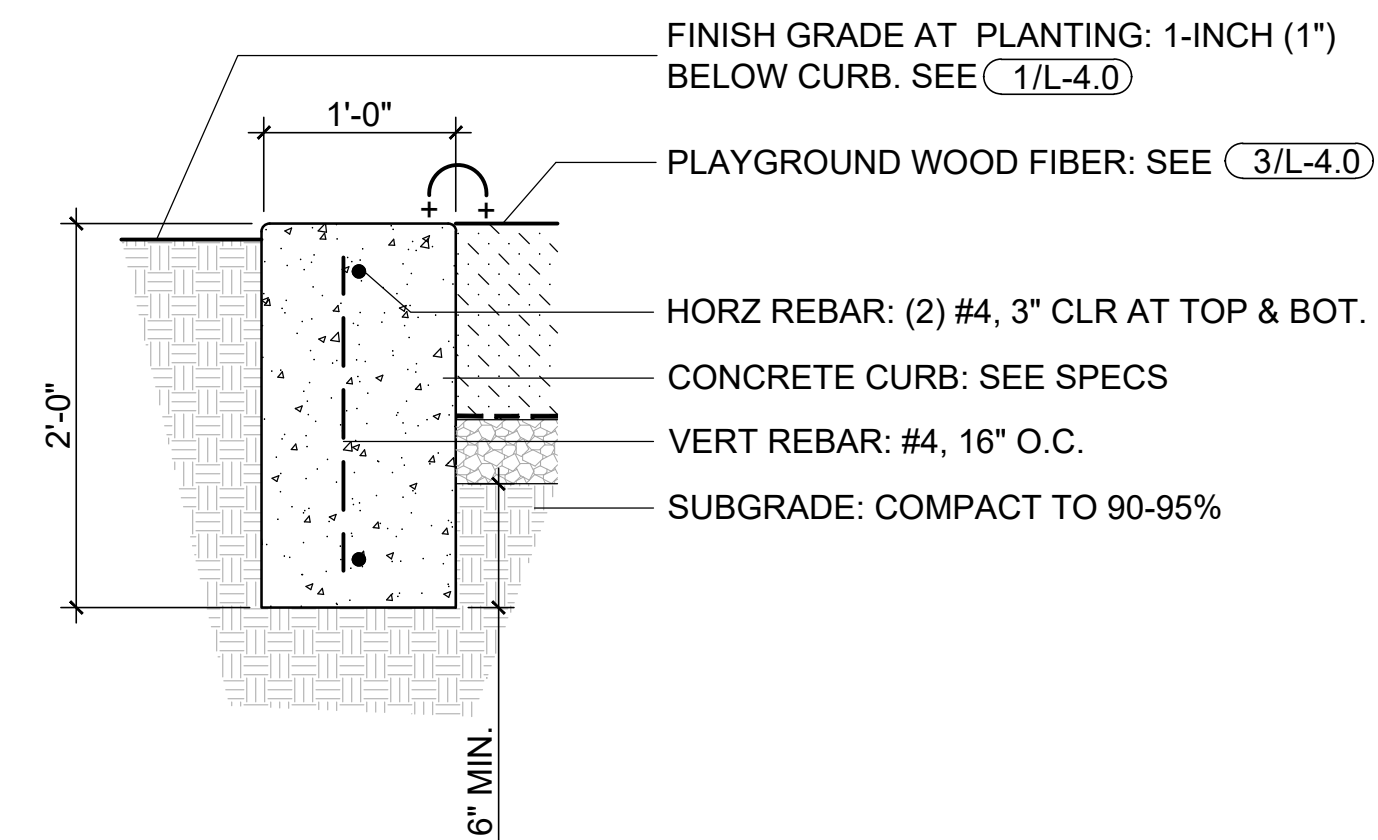


SECTION

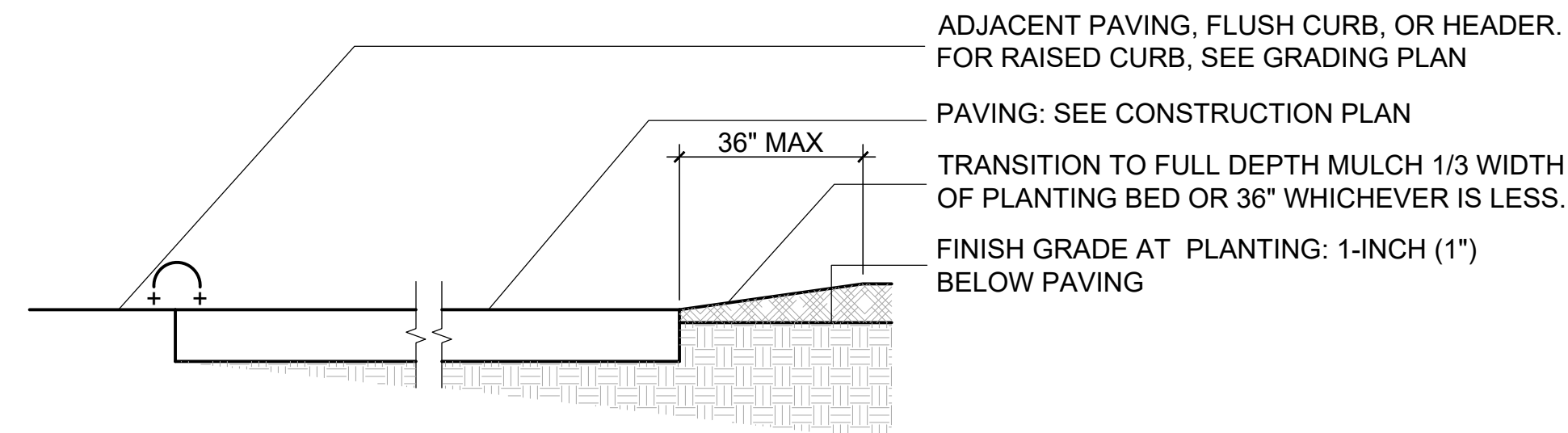
4 Concrete Playground Ramp into Playground Wood Fiber
1" = 1'-0"



3 Playground Wood Fiber
1" = 1'-0"



2 Concrete Curb
1" = 1'-0"



1 Finish Grade
1" = 1'-0"



REVISIONS:		
NO.	DATE	DESCRIPTION

PROJECT:
**HIGHLAND OTIS PARK -
PLAYGROUND
REPLACEMENT**
SEASIDE, CA
CITY OF SEASIDE

PROJECT NO: 23.002
DATE: 04/18/2023
SCALE: AS SHOWN
DRAWN | CHECKED: DZ/BM
ISSUANCE:
100% CDs

SHEET NAME:
**Construction
Details**

SHEET NO:



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: August 17, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,492.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Harris & Associates Inc. to perform construction management and inspection services for the 2023 Hot Spot Pavement Repair Project for an amount not to exceed \$49,492.00.

BACKGROUND

The 2023 Hot Spot Repair Project includes performing 4-inch deep 'dig out' pavement repairs totaling 20,723 square feet within 14 area zones and 1-1/2 inch thin maintenance overlays on four street segments located throughout the City.

The Don Chapin Company Inc. was awarded a construction contract for the 2023 Hot Spot Pavement Repair Project (Project) on August 3, 2023. The Project is scheduled to take 25 working days to complete and requires daily oversight of the contractor.

The City does not have the personnel resources to provide construction management and inspection support the project at this time. Harris & Associates Inc. is on the City approved list of design consultants to perform professional and technical services for implementation of the Capital Improvement Program. At the request of the City, Harris & Associates Inc. (Harris) submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal

review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout. Harris has successfully provided construction management and inspection services for numerous capital improvement projects for the City of Seaside in the recent past. Staff has reviewed the proposal and find the scope and fee acceptable.

Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with Harris & Associates Inc. for an amount not to exceed \$49,492.00 for construction management and inspection services for the 2023 Hot Spot Pavement Repair Project.

FISCAL IMPACT

The Hot Spot Repair Project has an approved budget of \$653,734.00 (account 212-8920-9600). This item is a request for authorization to sign a contract that will fall within the approved budget.

ATTACHMENTS

1. Resolution
 2. Harris Professional Services Agreement
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 HOT SPOTS PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,492.00

WHEREAS, 2023 Hot Spot Pavement Repair Project design entails field investigation and evaluation of pothole locations based upon the Public Works crew, frequently requested locations, and See Click Fix reported pothole locations; and

WHEREAS, Pavement Engineering Inc. prepared bid documents for the 2023 Hot Spot Pavement Repair Project which includes 20,723 square feet of pavement dig out repairs and thin maintenance overlays on four roadway sections; and

WHEREAS, on August 3, 2023, the City Council awarded a construction contract to the Don Chapin Company, Inc.; and

WHEREAS, the Project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the city does not have the staffing resources to support this Project; and

WHEREAS, Harris & Associates is on the City approved list of design consultants to perform professional and technical services for implementation of the Capital Improvement Program; and

WHEREAS, Harris & Associates submitted a proposal to perform construction management and inspection services for the Project from pre-construction through project closeout in the amount of \$49,492.00; and

WHEREAS, staff has determined the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$6,508.00 contingency, approximately 13% of the contract value, should be authorized on an as required basis; and

WHEREAS, there are sufficient funds in the Pavement Rehabilitation account (212-8920-9600) for Harris & Associates to perform construction management and inspection services for the 2023 Hot Spot Pavement Repair Project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional services agreement with Harris & Associates to perform construction management and inspections services for the 2023 Hot Spot Pavement Repair Project for an amount not to exceed \$49,492.00 and written amendments such that the total Agreement does not exceed \$56,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August, 2023, 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT**

THIS AGREEMENT, is made and effective August 17, 2023 between the City of Seaside, a municipal corporation ("Agency") and **Harris & Associates, Inc.** a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **FORTY NINE THOUSAND FOUR HUNDRED NINETY TWO Dollars (\$49,492.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: Harris & Associates
450 Lincoln Avenue, Suite 103
Salinas, CA 93901

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Dana Van Horn shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Dana Van Horn may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Dana Van Horn from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

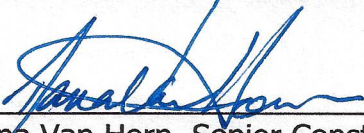
Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Harris & Associates Inc.

By: 
Dana Van Horn, Senior Construction Manager

Date: 8/9/2023

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal for On Call Services
	Exhibit E	Resolution


Harris & Associates

August 4, 2023

Leslie Llantero
Assistant Engineer
City of Seaside
610 Olympia
Seaside, CA 93955

2023 HOT SPOT PAVEMENT REPAIRS PROJECT PROPOSAL FOR CONSTRUCTION MANAGEMENT AND ADMINISTRATION, INSPECTION SERVICES, AND MATERIALS TESTING AND REPORTING

Dear Leslie:

Harris is pleased to provide you this proposal to provide Construction Management and Inspection Services pursuant to your request by email dated July 20, 2023. We understand that the City solicited bids on July 20, 2023, for the 2023 Hot Spot Pavement Repairs Project ("Project"). The Project involves repairs to selected areas of City streets and includes 20,595 square feet of removal and replacement of 4" Hot Mix Asphalt, construction of 656 tons of 3/8" Type A Hot Mix Asphalt, and all appurtenant work. The contract duration specified by the City is 25 working days.

The following outlines our proposed scope of services and estimated fee to provide these services.

SCOPE OF SERVICES

Harris & Associates ("Harris") will provide Construction Management, Inspection, and Materials Testing Services (through a subconsultant partner Pacific Crest Engineering) for a total of twenty-five (25) working days, which is the total duration of the Contract Completion as defined by the Construction Contract Documents. Additional information and clarity is presented below:

Task Description	Our Approach	Deliverables
1.0 Construction Management		
Pre-Construction	Construction management team members will conduct the Pre- Construction Conference and coordinate with the awarded Contractor and their team of subcontractors.	Agenda and Meeting Minutes

Construction Management and Inspection Services	Project Administration including Project Management and coordination of the Contractor's Work, including development, tracking, production, and execution of deliverables identified herein. Provide daily construction observation. Record information related to: work performance; instruction given/received; construction activities in process, completed, started, etc.; deficiencies noted; problems encountered and resolution notification, actions taken; and notes/notations/redlines of field changes.	Daily Construction Reports, Field Records, Bi- Weekly Meeting Agendas and Meeting Minutes, Responses to RFIs, Submittal Log, Progress Pay Estimates, Construction Change Orders, and Other Documentation
	Serve as general field liaison between Contractor and City staff. Assist City in maintaining good relations with residents and businesses in the surrounding neighborhoods. Perform final inspection; including recommendation and scheduling with appropriate stakeholders. Harris will prepare, distribute, and inspect corrections for the final punch list for completion and acceptance.	
Materials and Testing Responsibilities	We have teamed with Pacific Crest Engineering to provide Materials Testing Services for the trench backfill, aggregate base materials, asphalt concrete pavement, concrete, compaction, and other miscellaneous requirements as-needed.	Material Testing Reports
Project Closeout	Oversee completion of project, punch list corrections, preparation of final Pay Estimate. Provide a final report. The report will include all Daily Inspection Reports, documentation for testing of installed facilities, photos and redline plan review.	Document Control Construction Management Data (flash-drive)

ASSUMPTIONS AND EXCLUSIONS

1. Time commitment is based on a total of 25 working days as defined by the Construction Contract Documents. If delays, unforeseen events, weather, or Construction Change Orders impact the Project Schedule, additional effort will be required from Harris.
2. The Construction Management & Inspection Services provided are limited to 162 hours, regardless of the schedule, performance of the Contractor, coordination with the City, and/or unforeseen events or activities. Harris will work with the City for an Amendment if the City requests time commitment beyond and in excess of 162 hours. The Construction Management Services may be performed by Dana Van Horn or as assigned based on availability. The Inspection Services may be performed by Abdalla Naas or as assigned based on availability. The Services provided for up to 162 hours is also limited to a fee of \$49,492 (inclusive of vehicle expenses) independent of the team member or personnel category who performs the Work.

PROJECT SCHEDULE

The Project Schedule consists of 25 working days for Final Completion. Work is tentatively scheduled to start the first week of September 2023. Time has also been included for project close-out activities.

PROPOSED FEES

The proposed fee for the subject Scope of Work is \$49,492 includes a budget estimate for materials testing services from Pacific Crest Engineering. For a breakdown on personnel categories, estimated labor hours, and other direct costs, please see the attached Estimated Fee Breakdown.

We look forward to working with the City on this important Project.

Sincerely,
Harris & Associates, Inc.



Dana Van Horn, PE
Senior Construction Manager
831-419-7234 ■ dana.vanhorn@weareharris.com

EXHIBIT B

City of Seaside – 2023 Hot Spot Pavement Repairs Project

August 4, 2023

Project Schedule (Original)			Week 1 (9/5-9/8)	Week 2 (9/11-9/15)	Week 3 (9/18-9/22)	Week 4 (9/25)	Week 4 (9/26-9/27)		
	Working Days		4	5	5	1	0		
	Hours								
	Construction								
	Completion / Close-Out								
Estimated Fees									
Positions	Name	Rate	Hours					Totals	Fee
Project Manager/RE	Dana Van Horn, PE, QSD	\$ 245.00	3	4	4	1	4	16	\$ 3,920
Inspector (Prev. Wage)	Abdalla Naas	\$ 224.00	32	40	32	8	16	128	\$ 28,672
Contract Admin	Char Hamilton	\$ 175.00	4	4	5	1	4	18	\$ 3,150
	Total (Hours)		39	48	41	10	24	162	\$ 35,742
								Direct Cost (Vehicle)	\$ 1,250
								Direct Cost (Materials Testing)	\$ 12,500
								Total Fee: \$	49,492

Notes and Assumptions:

NTP issued by City for work to start Sept. 5.

Fees are based on completion of project within 25 working days.

Fees include time following completion for Harris project close-out.

Construction Management/Administration services will be provided with remote Harris staff.

Overtime, weather delays, and time extensions or delays will result in additional construction management, construction administration, and inspection efforts.

Materials testing is estimated budget, subject to actual costs incurred by Pacific Crest Engineering.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required].

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

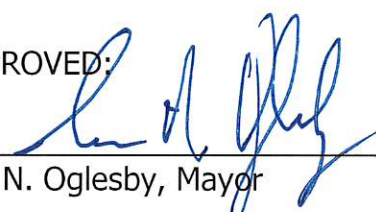
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

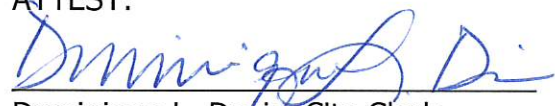
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



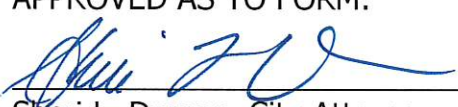
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: August 17, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FERNANDO PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,070.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Fernando Park improvements Project for an amount not to exceed \$32,070.00.

BACKGROUND

Fernando Park is located at Fernando Street between Mingo Avenue and San Pablo Avenue. Fernando Park is a small park that does not have any amenities other than a bench. The Fernando Park improvements Project will involve earthwork and grading, play equipment, accessible picnic table with bench, hand sanitation station, wood chip play surfacing, an accessible ramp, rock wall, concrete curbs, and a concrete walkway.

The project was designed by Whitson Engineers. The project was released for construction bids on July 6, 2023, and bids were opened on July 27, 2023. The construction contract is on this August 17th Council Agenda for approval.

The project is scheduled to take 65 calendar days to complete and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at this time. The Wallace Group (Wallace) is on the City's list of On-Call Engineering Consultants. Wallace provided construction management and inspection services for the Ellis Park Improvements Project, which recently completed construction

and is in the close-out phase. They are also providing similar services for the Cutino Park Part 2 Phase 1 project which is currently in construction. At the request of the City, Wallace submitted a proposal to provide construction management and inspection services for the Fernando Park Improvements Project. The services include pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout. Staff has reviewed the proposal and finds the scope and fee are acceptable.

Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group for an amount not to exceed \$32,070.00 for construction management and inspection services for the Fernando Park Improvements Project.

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 park and involves negligible or no expansion of use.

FISCAL IMPACT

The Fernando Park Improvements Project has an approved budget of \$235,000.00.

Staff has requested an additional \$16,562.25 on tonight's agenda (Item 8.F.) If the Council approves Item 8.F. the revised budget will be \$251,562.25 (account 342-8910-9582). This item is a request for authorization to sign a contract that will fall within the approved budget.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FERNANDO PARKS IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$36,070.00

WHEREAS, the Fernando Parks Improvements Project (Project) is adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on February 16, 2023, the City entered into a Professional Services Agreement (PSA) with Whitson Engineers to design the Fernando Park Improvements Project in the amount of \$42,770.00; and

WHEREAS, on July 14, 2023, the amended the PSA with Whitson Engineers for Fernando Park Improvements Project to add \$7,230.00; and

WHEREAS, the project bidding documents were released for construction bids on July 6, 2023 and bids were opened on July 27, 2023; and

WHEREAS, the project requires construction management and inspection of the Fernando Park Improvements Project, and the city does not have the staffing resources to support this project; and

WHEREAS, Wallace Group (Wallace) is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, Wallace submitted a proposal to perform pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout for the Fernando Parks Improvements Project from pre-construction through project closeout in the amount of \$32,070.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$6,414.00 contingency, 20% of the agreement value, should be authorized on an as required basis, for a total agreement value of \$38,484.00; and

WHEREAS, the other current expenses of the project include design, design services during construction, construction including contingency, and public notifications which amount to \$213,078.25; and

WHEREAS, based upon the services necessary for the Project, an additional budget of \$16,562.25 is needed for the project for a total project budget of \$251,562.25; and

WHEREAS, the current total fiscal year 2023/24 budget for Fernando Park (account no. 342-8910-9582) is \$235,000.00, not including encumbrances; and

WHEREAS, after Council approves the budget transfer of \$16,562.25 with the Fernando Parks Improvements Project construction agreement award item, the project will have sufficient funds to complete the project.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Fernando Park Improvements Project for an amount not to exceed \$32,070.00 and written amendments such that the total agreement does not exceed \$38,484.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August 2023, 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 DESIGN PROFESSIONAL SERVICE AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR FERNANDO PARK IMPROVEMENTS

THIS AGREEMENT, is made and effective August 17, 2023, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024** unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **THIRTY TWO THOUSAND AND SEVENTY dollars (\$32,070.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon

reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the

Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or

employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: Wallace Group
 612 Clarion Court
 San Luis Obispo, California 93401
 Attention: Kari E. Wagner. PE

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zach Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zach Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in **Exhibit A**.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency'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** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: _____
Kari E. Wagner, Principal

Date: _____

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Engineering Services
	Exhibit E	Resolution 22-62 On-Call Engineering Services

EXHIBIT A

SCOPE OF WORK/CONSULTANT'S PROPOSAL

August 3, 2023

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Construction Management (CM) Services for Fernando Park Improvements

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for Construction Management services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside (City) is upgrading Fernando Park. The proposed improvements include the select demolition of existing asphalt pathways and stone walls, earthwork/excavation, installation of new retaining walls, concrete pedestrian pavement, access ramp, resilient surfacing and play equipment, and the site stabilized with mulch. An allowance has been made for the modification of the existing irrigation system.

Construction Documents provided are as follows:

- Plans by Whitson Engineers (7/3/23, 12 sheets)
- Project Manual Specifications (July 2023, 189 pages)
- Addendum-1 (7/24/23, 1 page)

SCOPE OF SERVICES

This proposal includes construction management services for the park upgrades as shown in the plans outlined above. This proposal is based upon 50 working days for substantial completion and an additional 15 working days for final completion. This equates to approximately ten weeks from the Notice to Proceed to Substantial Completion and three additional weeks to Final Completion.

Wallace Group will be using Procore project management software to manage all documentation for this project. Procore will store and track all project plans, specifications, RFIs, submittals, inspection reports, photos, and all other project related documents. All of this information will be available to the entire project team in real time.

Given the scope and nature of the project, we envision the following Scope of Services.

Task 1: Pre-Construction Phase Services

Wallace Group will provide pre-construction management services as outlined below. We have included 34 hours of professional services to complete the work in Task 1.

Project Review

- Perform review of design plans, specifications, and engineers estimate
- Review applicable Standard Specifications, including City Standard Specifications and Plans
- Review contractors bid form, quantities, and payment items



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Project Communication and Coordination

- Establish Procore Construction Management Software project and provide training to City project staff
- Facilitate project communication and coordination with the City, the design engineer, emergency services, utility providers, property owners, the contractor, and other stakeholders
- Coordinate environmental training and other monitoring and survey requirements
- Communicate with property owners and other stakeholders the schedule and other concerns

Pre-Construction Conference

- Prepare agenda, schedule, and facilitate the Pre-Construction Conference with input from the City's Representative
- Provide sign in sheet for all attendees
- Review and accept baseline project schedule from the Contractor
- Review existing conditions and site constraints
- Work with contractor and City to develop phasing and sequencing plan to minimize impacts, including public notifications and outreach
- Work with contractor to identify and prioritize long lead items that can impact critical path
- Issue minutes for review and finalize for project record

Pre-Construction Photos

- Prior to the start of construction, collect Pre-Construction photos of project sites
- Photos will be uploaded into Procore in a separate album for review by the project team
- Review of Contractors Pre-Construction photos uploaded as submittal into Procore

Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor and provide comments/acceptance with the project plans and specifications in coordination with the City
- We have budgeted for ~ 12 submittals
- Process all submittals in a timely manner and make available to project team
- Maintain electronic copies within Procore and hard copies as requested

Deliverables:

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes

Task 2: Construction Phase

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to ten 1-hour meetings and a total of 112 hours. As requested by the City, we have proposed to provide part time inspection services at major project milestones and have budgeted for approximately 30 site visits (~3 per week) at 2.25 hours per site visit.



Weekly Construction Meeting

- Schedule, develop agenda, and minutes for Weekly Progress Meetings with contractor, City staff, and other necessary entities

Project Schedule

- Monitor project baseline schedule
- Keep stakeholders informed of the construction schedule
- Issue Weekly Statement of Working Days
- Review Contractor's Three Week Look Ahead Schedule

Change Order Management & Force Account

- Review and qualify contractor requested change orders
- Investigate proposed change orders, obtaining the City's approval prior to work taking place
- Establish and maintain files and documentation for use in change order negotiations or potential claims
- Generate project change orders using the City's template
- Document delays or possible changes in work or site condition
- Inspector to document Force Account work and review T&M ticket with Contractor at the end of each shift, as applicable

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City
- Collect delivery and materials tickets for project record

Construction Observation/Inspection

- Provide onsite inspections and oversight during construction
- Prepare inspection reports, including tracking labor (name, classification, and estimated hours worked), equipment, weather, observations/notes, quantities, and photos. Including conversations or discussions that may be important.
 - » Daily reports to be provided weekly to the City's Designated Representative or as requested
- Notify the Contractor and City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Provide oversight on the requirements of the encroachment permit and ensure requirements are performed and documented
- Inspections and oversight include:
 - » Contractors Means and Methods
 - » Review Contractors Survey and Layout
 - » Material Deliveries and Tickets



- » Traffic control plans and implementation
- » Construction Staging Area
- » Site Safety and Signing
- » Stormwater Controls
- Review compliance with contract documents
- Record and report design modifications
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record
- Inspection time may be adjusted accordingly based on scope of work and contractors activities

Site Documentation

- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times

Stormwater Compliance and Permits

- Monitor stormwater protection measures throughout the project

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
 - Work with contractor to resolve any safety concerns on site
 - Advise City of any observed or unresolved deficiencies

Final Inspection and Punch List

- Schedule punch list walk with the Contractor and City
- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Recommend and approve final payment to Contractor

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation
- Punch List

Task 3: Geotechnical Services

Wallace Group will retain Earth Systems from Salinas to provide construction geotechnical services. Due to the quick timeline of the requested proposal by the City, a proposal was not solicited from EarthSystems but a budget of \$3,500 is included to cover the cost of compaction testing and concrete cylinders for the retaining walls.



Task 4: Post-Construction Phase Services

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to one (1) 1-hour meeting. We have included 14 hours of professional services to complete the work in Task 3.

As-Built Drawings

- Review as-built drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, and pictures upon project completion
- Files can be delivered in hard copy and/or electronic format

Deliverables:

- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc.)

TO BE PROVIDED BY THE CLIENT

- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or budget estimate:

- Labor Compliance
- Professional engineering services
- Playground compliance (CPSI)
- Construction surveys and staking
- Coordination with utilities
- Preparation of record drawings

PROJECT BUDGET

Wallace Group will perform the services denoted in Task 1 through 4 above of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated budget of \$32,070 (see attached Exhibit B) without receiving written authorization from the Client.

The estimated budget denoted in Task 2 above is based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not



required, the budget for Task 2 will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit C) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Zach Teske.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "Z Teske".

Zach D. Teske, PE
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
KCC: PP23-7858, 2022, std
Exhibit A
Exhibit B
Exhibit C

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

EXHIBIT B
FEE SCHEDULE

Exhibit A
Standard Billing Rates



Construction Management / Field Inspection Services:	Prevailing Wage*
Construction Inspector I - II.....	\$135/\$150 \$165/\$172
Senior Construction Inspector.....	\$155 \$180
Construction Office Tech I-III.....	\$110/\$120/\$130
Assistant Resident Engineer I - II.....	\$160/\$165
Resident Engineer I - III	\$170/\$175/\$180
Senior Resident Engineer	\$190
Director	\$195
Principal Construction Manager	\$225
Principal	\$260

Support Services:

Office Assistant.....	\$100
Project Assistant I - III.....	\$110/\$115/\$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Exhibit B - Wallace Group Team Resource Estimate for the City of Seaside - Fernando Park

PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zach Teske, PE)	ASSISTANT RESIDENT ENGINEER II (Anthony Lehman)	PREVAILING WAGE CONSTRUCTION INSPECTOR (Gunner Hartman)	EARTH SYSTEMS	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL
		HRS	HRS	HRS	Cost	Cost	HRS	LABOR	COST
	RATE	\$195	\$165	\$180				\$	\$
1	Pre-Construction	2	32			\$20	34	\$5,670	\$5,690
2	Construction	4	40	67.5		\$491	112	19,530	\$20,021
3	Geotechnical Services				\$ 3,500				\$3,500
4	Post-Construction	2	12				14	2,370	\$2,370
	SUB-TOTALS	8	84	67.5		\$591	160		
	WALLACE GROUP LABOR COSTS	\$1,560	\$13,860	\$12,150					\$27,570
	WALLACE GROUP DIRECT COSTS								\$591
	SUBCONSULTANT DIRECT COSTS					\$3,500			\$3,500
	DIRECT COSTS OVERHEAD @								10%
	TOTAL								\$409
									\$32,070

Task Budgets may fluctuate within Overall Budget

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
REQUEST FOR ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

EXHIBIT E
RESOLUTION 22-62 ON-CALL ENGINEERING SERVICES



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Sandra Floyd, Human Resources Director/Risk Manager

DATE: August 17, 2023

**SUBJECT: RATIFY AN AGREEMENT TO ENTER INTO A CONTRACT WITH
SLOAN SAKAI ATTORNEYS AT LAW FOR WORKPLACE
INVESTIGATIONS SERVICES**

RECOMMENDATION

Ratify an agreement allowing the Mayor to execute an agreement with Sloan Sakai Attorneys At Law, as of August 10, 2023, to supply workplace investigations.

BACKGROUND

The Human Resources/Risk Management Department is requesting outside legal services to assist with workplace investigations that exceed the current Human Resources staff capacity.

The Sloan Sakai Attorneys At Law is a Public Law and Consulting Firm that has unparalleled experience representing public agencies in California. They have represented the State of California, the California Senate and Assembly, the Judicial Council of California, cities, counties, local agency formation commissions, and numerous other organizations and districts.

Their services will assist the City with workplace investigations.

If authorization is granted to ratify with Sloan Sakai Attorneys At Law, the agreement may be terminated upon five (5) business days written notice.

FISCAL IMPACT

The Finance Department is authorized to make any budget adjustments that are

necessary as a result of this change.

ATTACHMENTS

1. Resolution
 2. Contract
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION RATIFYING PROFESSIONAL SERVICE AGREEMENT WITH SLOAN SAKAI ATTORNEYS AT LAW FOR WORKPLACE INVESTIGATION SERVICES.

WHEREAS, Sloan Sakai Attorneys At Law is a full-service law firm offering a variety of legal services regarding employment and personnel matters of investigations, compensation, and classification, and Government Law Challenges; and

WHEREAS, Sloan Sakai Law Firm has been instrumental in representing public agencies in California, including the State of California, California Senate and Assembly, cities, counties, and numerous districts; and

WHEREAS, The City of Seaside has an immediate need for their assistance; and

WHEREAS, Staff has determined the proposed scope of work and fees are reasonable considering the city's needs; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the Mayor to execute a Services Agreement with Sloan Sakai Attorneys At Law.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make any necessary budget adjustments to pay Sloan Sakai Attorneys Law Firm.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of August 2023, 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

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

August 10, 2023

Sandra Floyd
Human Resources Director/Risk Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Engagement of Legal Services

Dear Ms. Floyd:

Thank you for retaining Sloan Sakai Yeung & Wong LLP ("SSYW"), to perform workplace investigations. We appreciate the opportunity to serve as your lawyers and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will provide as needed advice and representation on labor and employment issues, including personnel investigations. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard non-profit billing rates for this matter for attorneys, paralegals and legal assistants are attached as Attachment 1.

I will be the partner in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Hourly rates are subject to reasonable change, usually in January of each year.

3. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly

Sloan Sakai

ATTORNEYS AT LAW

Sandra Floyd
August 10, 2023
Page 2

telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates. However, (a) the Firm will utilize Zoom or Teams interviews when appropriate, and (b) the Firm will confirm in person interviews with Human Resources Staff.

4. **Termination of Services.** Either party to this letter of engagement may terminate the services provided without cause at any time by providing the other party five (5) business days written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

If the services are terminated, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.
6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
8. **No Conflicts.** The Rules of Professional Conduct of the State Bar of California prohibit members from engaging in certain types of representation without the informed written consent of each affected client. The Firm is not aware of any conflict of interest which

Sloan Sakai

ATTORNEYS AT LAW

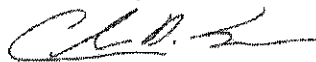
Sandra Floyd
August 10, 2023
Page 3

requires disclosure. We will notify the City in the event that we become aware of any such conflict and seek your consent for continued representation when necessary.

9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
10. **Use of "Of Counsel" Independent Contractors.** Our firm maintains agreements with experienced "Of Counsel" attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW's use of Of Counsel attorneys, if necessary for your representation.
11. **Document Retention/Destruction.** SSYW is endeavoring to be a "paperless" law firm. To that goal, the Firm attempts to minimize the generation and retention of documents. As a general rule, the Firm does not keep "hard" copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained on the firm's network system. If you would like to have hard copies of documents forwarded to you, please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, the Firm's policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of the Firm's records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

If the terms of this engagement are acceptable to the City of Seaside and reflect its understanding and agreement, please return an executed copy of this letter. We look forward to working with you.

Sincerely,



Charles Sakai

Enclosures

cc: Billing Department

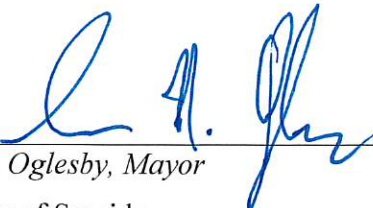
These terms are accepted and agreed to as of the date of this letter.

Sloan Sakai

ATTORNEYS AT LAW

Sandra Floyd
August 10, 2023
Page 4

By:



Ian Oglesby, Mayor
City of Seaside

ATTACHMENT 1

Public Sector and Non-Profit Fee Schedule

Effective January 1, 2023 to December 31, 2023

Partners:	\$325 - \$495
Of Counsel:	\$295 - \$395
Senior Counsel:	\$295 - \$395
Associates:	\$260 - \$325
Law Clerks:	\$205
Paralegals:	\$125 - \$195
Analysts:	\$90 - \$190
Consultants:	\$195 - \$325

These rates are reviewed and may be adjusted annually, generally in January of each year.

Sandra Floyd
August 10, 2023
Page 6

ATTACHMENT 2

SLOAN SAKAI YEUNG & WONG LLP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements

Sloan Sakai

ATTORNEYS AT LAW

Sandra Floyd
August 10, 2023
Page 7

include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 17, 2023

SUBJECT: CONSIDER APPROVAL OF THE ANNUAL BINGO LICENSE FOR THE YOUTH INCENTIVE PROGRAMS, INC.

RECOMMENDATION

Approve the application for the annual Bingo license for the Youth Incentive Programs, Inc. to conduct bingo games in the City of Seaside.

BACKGROUND

Section 5.16 of the City of Seaside Municipal Code requires that every non-profit organization that conducts bingo games in the City have a Bingo License. The process requires that an application be submitted to the City Clerk with the payment of a \$50.00 fee. Each application is then reviewed by the City Council, which can issue, deny, or revoke the license. The license, if issued, is valid for a twelve-month period. Currently, there are no active bingo licenses in the City of Seaside.

The non-profit organization, Youth Incentive Programs, Inc. Inglewood, California, has submitted their application and their \$50.00 fee for a bingo license. The organization has a history of engaging in charitable activities that includes feeding the homeless and providing residential housing. The organization would like to use the proceeds from hosting bingo games at the Oldemeyer Center to broaden their charitable goals in the City of Seaside to include donations to other non-profit organization such as St. Jude and American Legion in addition to continuing to support the homeless and youth of the City.

FISCAL IMPACT

The City charges a \$50.00 for a Bingo License application and receives an additional fee of one percent of the monthly gross receipts over five thousand dollars derived from

bingo games.

ATTACHMENTS

1. Bingo License Application for Youth Incentive Programs Inc., FYE 2024
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

FINANCE DEPARTMENT440 Harcourt Avenue
Seaside, CA 93955Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207**BINGO PERMIT APPLICATION**(Pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)DATE OF APPLICATION 7-24-2023NAME OF ORGANIZATION Me time BingoBUSINESS ADDRESS 712 E. Hardy St PHONE 626-559-3009LOCATION OF BINGO GAMES Oldemeyer Center SeasideNON-PROFIT ORGANIZATION? YES ☒ NO ☐TAX EXEMPT CATEGORY 501C3 DATE RECEIVED 7-24-23
(If this an initial application, please attach copy of IRS Exemption Letter)INTENDED USE OF BINGO GAME PROCEEDS charity

OFFICERS OF THE ORGANIZATION:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE</u>
<u>Darlene Robinson</u>	<u>Owner</u>	<u>626-559-3009</u>
<u>Geoffrey Rogety</u>	<u>Manager</u>	<u>678-266-0834</u>

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE Geoffrey Rogety DATE 7-24-23PRINT NAME Geoffrey Rogety PHONE 678-266-0834LICENSE FEE PAID \$ 50.00 CITY RECEIPT # 200041485DATE PAID 7/24/23



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Alexia Rapoport, Housing Program Manager

DATE: August 17, 2023

**SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE AN AMENDMENT TO
THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION FIVE-
YEAR PLAN**

RECOMMENDATION

Adopt a resolution authorizing an amendment to the City's Permanent Local Housing Allocation Grant Program Five-Year Plan, as proposed.

BACKGROUND

In 2017, Governor Brown signed a 15-bill package aimed at addressing the state's housing shortage and high housing costs. As part of the package, Senate Bill 2 (SB 2) established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. The proceeding program, called the Permanent Local Housing Allocation (PLHA), offers a permanent, ongoing source of funding to local governments for housing-related projects that assist in addressing the unmet housing needs of local communities. Because the number of real estate transactions recorded in each county will vary from year to year, revenues and PLHA funding will fluctuate. PLHA is administered by the California Department of Housing and Community Development (HCD).

Formula grants are available to both entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant (CDBG). The City of Seaside is a CDBG entitlement jurisdiction. The amount of PLHA funds allocated to the City of Seaside is proportionate to the City's share of the total 2017 CDBG allocation in California. The state estimates that the City will receive approximately \$1,158,744 over the program's first five years. The City's 2019-2021 allocations are as follows:

- 2019: \$193,124
- 2020: \$300,175
- 2021: \$330,334
- **Total To-Date:** \$823,633

The allocations City's allocations for 2022 and 2023 are yet to be determined by HCD. In October 2022, the City Council authorized the submittal of an application to obtain the \$823,633 PLHA award and adopted a use plan (Attachment 1). The City was awarded the \$823,633 allocation in April 2023. The existing use plan allocates the funding across three activitie areas as follows:

- Issuance of a Request for Proposals (RFP) for the development of affordable housing on the following city-owned parcels: 956 and 962 Hilby Avenue and 1348-1380 Canyon Del Rey Blvd.
 - 35% of total award
 - \$288,272 of allocation to-date
- Use of PLHA funds to renovate the existing unit and construct an Accessory Dwelling Unit (ADU) at 1124 Wheeler St., a city-owned property.
 - 15% of total award
 - \$123,545 of allocation to-date
- Purchase of foreclosed residential properties and vacant lots to renovate and construct an ADU.
 - 50% of total award
 - \$411,817 of allocation to-date

PLHA use plans may be amended with City Council authorization and subsequent HCD approval. Upon further review, staff recommends adopting an amended use plan (Attachment 2). The proposed amendment consolidates the City's present and future PLHA allocations for pre-development costs associated with building affordable housing on two city-owned parcels located at 956 and 962 Hilby Avenue. The amended use plan lists the targeted AMI as 120% (moderate-income), though the exact affordability mix for a future project has not been finalized and may include units below 120% AMI.

City Staff will submit a new application for the remaining funding years (2022 and 2023) to receive its remaining allocation. HCD has announced the application window will open in August, though an exact date has not yet been given. City Staff anticipates the upcoming Notice of Funding Availability (NOFA) will be similar to the 2022 NOFA (Attachment 3).

The attached resolution (Attachment 4) and use plan will remain as proposed with the exception of minor changes as approved by the City Attorney.

FISCAL IMPACT

None, no matching funds are required.

ATTACHMENTS

1. Existing PLHA Plan
 2. PLHA 5-Year Plan Amendment
 3. 2022 NOFA
 4. 2023-PLHA-Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Local Government Formula Allocation for New Applicants					Rev. 2/16/22
Eligible Applicant Type:		Entitlement.			
Local Government Recipient of PLHA Formula Allocation:		Seaside			
2020 PLHA NOFA Formula Allocation Amount:	\$193,124	2020 NOFA Allowable Local Admin (5%):	\$9,656		
2021 PLHA NOFA Formula Allocation Amount:	\$300,175	2021 NOFA Allowable Local Admin (5%):	\$15,009		
2022 PLHA NOFA Formula Allocation Amount:	\$330,334	2022 NOFA Allowable Local Admin (5%):	\$16,517		
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities. If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation. For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.					
Eligible Applicants §300					
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.					
Applicant: City of Seaside Address: 440 Harcourt Ave City: Seaside State: CA Zip: 93955 County: Monterey Auth Rep Name: Jaime M. Fontes Title: City Manager Auth Rep. Email: JFontes@ci.seaside.ca.us Phone: 831-899-6701 Address: 440 Harcourt Ave City: Seaside State: CA Zip Code: 93955 Contact Name: Roberta Greathouse Title: Human Resources Director Contact Email: Rgreathouse@ci.seaside.ca.us Contact Phone: 831-899-6713 Address: 440 Harcourt Ave City: Seaside State: CA Zip Code: 93955					
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? Yes No					
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)? A sample agreement can be found by double clicking on the icon to the right FILED Supply Binding Agreement N/A					
File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Yes	Uploaded to HCD?	Yes
File Name:	App1 TIN			Uploaded to HCD?	Yes
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)		Uploaded to HCD?	N/A
Eligible Activities, §301					
§301(a) Eligible activities are limited to the following: §301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies. §301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. §301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds. §301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. §301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing. §301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing. §301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing. §301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments. §301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance. §301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.					
Included?					
§301(a)(1) ☒ YES §301(a)(2) ☒ YES §301(a)(3) ☐ YES §301(a)(4) ☐ YES §301(a)(5) ☐ YES §301(a)(6) ☐ YES §301(a)(7) ☐ YES §301(a)(8) ☒ YES §301(a)(9) ☐ YES §301(a)(10) ☐ YES					
Threshold Requirements, §302					
§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585. Yes §302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400. Yes §302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant. Yes §302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public. Yes §302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)? Yes §302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content. Yes §302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan. Yes §302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects. Yes §302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years. Yes §302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301? Yes					
File Name:	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?		

§302(c)(4) Plan

Rev. 2/16/22

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Seaside will utilize PLHA funds for the following activities: 1) acquisition and development of land, development of ADU's, and/or acquisition and rehabilitation of vacant or foreclosed homes, 2) predevelopment and other soft costs, including but not limited to land costs, legal fees, demolition and site improvements, off site improvements, architectural/engineering fees, environmental review fees, title/recording, taxes/assessment, 3) financing costs including but not limited to appraisal/market study, performance bond costs, construction loan interest, lender inspections, legal costs, construction loan costs, 4) site and building construction costs, 5) lease-up costs, and 5) contingencies and developer fee.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City of Seaside City owns several properties that are either being utilized for affordable housing or have been identified as future housing opportunities. The City recently acquired 956 Hillby Ave (purchased at \$450,000 on July 10, 2020) and 962 Hillby Ave (purchased at \$500,000 in February 2022) to build multifamily affordable rental housing. This housing project will assist households with income at or below 60 percent of the Area Median Income (AMI). In addition, the City owns .55 acres at 1348-1380 Canyon Del Rey Boulevard and this lot has been identified as a site that can be used for affordable housing. Finally, the City owns and currently rents out 1124 Wheeler Street. For the Hillby and Canyon Del Rey locations, the Council has directed staff to send out a request for proposals evaluate housing options at these locations. The Wheeler property is in need of renovations and the lot will support an ADU which could add to the City's affordable housing supply.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City of Seaside has several housing problems relating to housing age, cost burden and overcrowding. At least 75 percent of the housing stock is more 30 years old. Two of the City's Housing Element goals address programs to improve the quality and safety of existing housing stock, 1) Goal H-1 - "Well maintained neighborhoods and housing conditions support an improved quality of life." and 2) "Ample new affordable housing for very low, low, and moderate." Policies implementing rehabilitation and/or demolition address residential hazards, resource conservation and acquisition as programs for enhancing the quality of life for the Seaside community.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The City of Seaside intends to solicit proposals for the development of affordable housing at 956 Hillby Ave, 962 Hillby Ave, and 1348-1380 Canyon Del Rey Blvd in 2023. The Request for Proposal will identify the funds that are available and will outline the eligible uses of the funds, selection criteria, terms and conditions for the funds, application requirements, and due date for applications. Selection criteria will include a preference for applications which include the highest number of affordable units at the deepest level of affordability.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023									
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	35.0%	35.0%	35.0%	35.0%	35.0%									
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%									TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2019, 2020, 2021 only	95	95	95											285
§302(c)(4)(E)(ii) Projected Number of Households Served	0	0	0	0	4									4
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Once grant funds are awarded and a Standard Agreement is executed, the PLHA funds will be made available to developers through the publication of a competitive RFP in 2023. Developer applications will then be analyzed by staff for completeness and alignment with the RFP preferences, program funding requirements, and Housing Programs guidelines. Applications will be reviewed, and award determinations will be made by the City. Once a project is awarded, loan documents (loan agreement, regulatory agreement, promissory note, deed of trust, etc.) will be executed and recorded against the property as applicable. The developer will then begin the awarded activity and submit invoices for cost reimbursement.

Type of Activity	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	50.00%	50.00%	50.00%	50.00%	50.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	95	95	95												285
§302(c)(4)(E)(ii) Projected Number of Households Served					2										2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City of Seaside has identified several homes and residential lots that are vacant and in disrepair. The City will attempt to purchase one or more of these properties to renovate and potentially add an ADU or Junior ADU to the property. The City of Seaside will aim to purchase at least one vacant or foreclosed home by summer of 2024.															

PLHA Formula 5-year Plan - Amendment		Rev. 5/7/21
Eligible Activities, §301		
§301(a) Eligible activities are limited to the following:		Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.		☐ YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.		☒ YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.		☐ YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.		☐ YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.		☐ YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.		☐ YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.		☐ YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.		☐ YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.		☐ YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.		☐ YES

§302(c)(4) Plan														Rev. 5/7/21	
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. The City of Seaside owns two adjacent parcels located at 956 and 962 Hilby Avenue. The parcels are located in an ideal location-- within walking distance to quality transit, amenities, and services. The City intends to build affordable housing upon the parcels and will utilize its PLHA funds to undertake pre-development activities essential to the project's success. Such activities include: land improvements, environmental review fees, demolition, land improvements, relocation costs, site improvements, and architectural/engineering fees.															
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). The City of Seaside intends to develop affordable multifamily housing upon two city-owned parcels located at 956 and 962 Hilby Avenue. The proposed use of PLHA funds for the execution of essential pre-development activities will directly increase the City's affordable housing supply, directly benefiting households earning at or below 60% AMI. The completion of pre-development activities will produce a clearer project plan, including the project's density and affordability mix. The proposed activities will re-develop two underutilized sites and increase the City's affordable housing stock.															
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. The City of Seaside's 6th Cycle Regional Housing Needs Allocation totals 616 units, including 86 very-low, 55 low, and 156 moderate-income units. The City is committed to proactively addressing its current and future housing needs. The City's 5th Cycle and Draft 6th Cycle Housing Elements identify aging housing stock, cost burden, and overcrowding as pressing housing issues. The City's population is also aging and experiencing a decline in both young adults and persons of color due to rising unaffordability. The City's existing 5th Cycle Housing Element identifies goals to address the quality and affordability of the City's housing stock, 1) Goal H-1- "Well maintained neighborhoods and housing conditions support an improved quality of life." and 2) "Ample new affordable housing for very-low, low, and moderate income households." The completion of the proposed predevelopment activities and the resulting affordable housing units will advance the City's Housing Element compliance and bring the city closer to meeting its RHNA goals.															
Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))															
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.															
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.															
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.												Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing		100%	
The City of Seaside intends to use 100% of its PLHA funds for the 2019-2023 award period to undertake predevelopment activities central to the completion of an affordable housing development upon two adjacent city-owned sites. The predevelopment activities include land improvements, environmental review fees, demolition, land improvements, relocation costs, site improvements, and architectural/engineering fees															
Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Affordable Housing Activity	Rental: Predevelopment	Rental: Predevelopment	Rental: Predevelopment	Rental: Predevelopment	Rental: Predevelopment										
§302(c)(4)(E)(ii) Area Median Income Level Served	120%	120%	120%	120%	120%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for year 2019 & 2020 only	0	0													0
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	100%	100%	100%	100%	100%										
§302(c)(4)(E)(ii) Projected Number of Households Served	12	12	12	12	12										60

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.															
Upon HCD approval of the City's updated 5-year plan, City Staff will issue RFPs to identify and contract qualified professionals to begin accomplishing predevelopment activities. Applications will be analyzed by staff for completeness and alignment with the RFP preferences, program funding requirements, and applicable guidelines. Once contracts are awarded, the predevelopment activities will commence and City Staff will ensure project timelines are met.															
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.															
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.															
§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.															
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.															
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.															
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.															
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.															
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.															

Application Development Team (ADT) Support Form								Rev. 5/7/21	
Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov , and PLHA@hcd.ca.gov . A member of the Application Development Team will respond to your request within ASAP.									
Full Name:						Date Requested:		Application Version Date:	
Organization:				Email:				Contact Phone:	
Justification:									
Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date	
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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov



August 17, 2022

Amended October 18, 2022

A handwritten signature in blue ink, appearing to read "Jennifer Seeger".

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of State Financial Assistance

SUBJECT: 2022 Permanent Local Housing Allocation
Program Entitlement and Non-Entitlement Local
Government Formula Component – Notice of
Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the release of the 2022 Entitlement and Non-Entitlement Local government formula component Notice of Funding Availability (NOFA) for approximately **\$335 million** in calendar year 2021 funds in addition to the **\$131 million** in remaining calendar year 2019 and calendar year 2020 funds for the Permanent Local Housing Allocation (PLHA) formula allocation program. Appendix A details the total funds available to each eligible locality under this NOFA for housing-related projects and programs that assist in addressing unmet housing needs of their local communities.

First Time Applicants: This will be the last year for Applicants to apply for their 2019 calendar year allocation. Jurisdictions that have not previously applied must meet all threshold requirements as outlined in Part II, Section F, of the attached NOFA.

Second- or Third-Year Applicants: Jurisdictions that have previously applied and received an award of 2019 and/or 2020 funds are not required to resubmit all threshold documents but must demonstrate all threshold requirements continue to be met as noted in Part II, Section G, of this NOFA

Housing Element Compliance Requirements: All applicants are required to demonstrate a fully compliant Housing element as detailed in Part II, section F or G, as applicable, by no later than February 28, 2023, to receive an award of funds.

***** PLEASE NOTE *****

Any 2019 calendar year funds remaining after the close of the NOFA application period will revert to the Housing Rehabilitation Loan Fund established to be used for the Multifamily Housing Program (Chapter 6.7 commencing with Section 50675) pursuant to Health and Safety Code Section 50470 (b)((2)(B)(ii)(VI) to be made available through a future Multifamily Housing Program Notice of Funding Availability.

2022 Permanent Local Housing Allocation Program
Entitlement and Non-Entitlement Local Government NOFA
Page 2

The application submittal portal will be available and open for applications beginning August 17, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. **Applications will be accepted through ~~October 31, 2022~~ November 30, 2022 and must be submitted electronically through the Department's [website](#).** Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>.

The PLHA application forms, workshop details, and Guidelines are posted on the Department's [website](#). To receive information on workshops and other updates, please subscribe to the PLHA listserv by clicking on "Email Sign-Up" on the Department's [website](#). If you have any further questions, please contact PLHA@hcd.ca.gov.

Attachment

Permanent Local Housing Allocation Program Entitlement and Non-Entitlement Local Government Formula Component 2022 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>

Email: PLHA@hcd.ca.gov

**August 17, 2022
Amended October 18, 2022**

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I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department or HCD) is announcing the release of the 2022 Permanent Local Housing Allocation (PLHA) Program's Formula Component Notice of Funding Availability (NOFA) for approximately **\$335 million** in calendar year 2021 funds in addition to the **\$131 million** in calendar year 2019 and calendar year 2020 funds for Entitlement and Non-Entitlement Local governments. This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2021 and includes any remaining unawarded funds not requested for calendar years 2019 and 2020.

Funding for this NOFA is provided pursuant to Senate Bill 2 (SB 2) (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

In 2022, the Department will issue two separate NOFAs to award the PLHA funds:

- Formula Component NOFA for Entitlement and Non-Entitlement Local governments
- Non-Entitlement Local Government Competitive NOFA (anticipated in June 2022)

This NOFA outlines threshold and application requirements for Entitlement Local governments and Non-Entitlement Local governments as defined in Guidelines Section 101. Entitlement Local governments are metropolitan cities and urban counties that received a Community Development Block Grant (CDBG) for fiscal year 2017 pursuant to the federal formula specified in 42 U.S. Code, Section 5306. Please note that this NOFA has two separate threshold requirements sections:

- Local governments that received an award under the 2020 or 2021 Formula Component NOFA are subject to the threshold requirements outlined in Part II, Section F
- Local governments that have not previously applied for and received a PLHA award must meet the threshold requirements outlined in Part II, Section G

***** PLEASE NOTE *****

Any 2019 calendar year funds remaining after the close of the NOFA application period will revert to the Housing Rehabilitation Loan Fund established to be used for the Multifamily Housing Program (Chapter 6.7 commencing with Section 50675) pursuant to Health and Safety Code Section 50470 (b)((2)(B)(ii)(VI) to be made available through a future Multifamily Housing Program Notice of Funding Availability.

B. Timeline

NOFA Release Date	August 17, 2022
Application Submittal	August 17, 2022 – October 31, 2022 <u>November 30, 2022</u>
Award Announcement	Ongoing through February 2023

C. Authorizing Legislation and Regulations

Senate Bill 2 (Chapter 364, Statutes of 2017) established the PLHA Program. The program operates under the requirements of Health and Safety Code (HSC), Part 2 of Division 31, Chapter 2.5 (commencing with Section 50470).

Section 50470 (b)(2)(B)(i) of the HSC authorizes the Department to allocate 70 percent of the moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments.

Section 50470 (b)(2)(B)(i)(I) of the HSC requires the Department to allocate 90 percent of PLHA funds available to Local governments based on the federal CDBG formula specified in 42 U.S. Code, Section 5306, except that the portion allocated to Non-Entitlement Local governments is required to be distributed through a competitive grant program for Non-Entitlement Local governments.

Section 50470 (b)(2)(B)(i)(II) of the HSC requires the Department to allocate the remaining 10 percent of PLHA funds available to Local governments equitably to Non-Entitlement Local governments.

Section 50470 (d) authorizes the Department to adopt Guidelines to implement the PLHA program, not subject to the rulemaking provisions of the California Administrative Procedure Act.

This NOFA governs the administration of funding from the Fund (created by Section 50470, subdivision (a)(1) and appropriated by item 2240-103-3317 in the Budget Act of 2019) and made available under the PLHA program.

Capitalized terms not otherwise defined in this NOFA shall have the meanings set forth in Guidelines Section 101.

II. Program Requirements

The following is provided as a summary for the allocation of the PLHA funds to Entitlement Non-Entitlement Local governments and is not to be considered a complete representation of the eligibility, threshold, or other requirements, terms, and conditions.

This 2022 NOFA represents the third year of funding under the PLHA program for the Entitlement and Non-Entitlement Local Government Formula Component as detailed below:

Revenue Collection period	NOFA Issuance
2019 CY	2020
2020 CY	2021
2021 CY	2022

A. Eligible Applicants

An Applicant must be an Entitlement Local government, a Non-Entitlement Local government, or a Local or Regional Housing Trust Fund delegated by the Local government pursuant to Guidelines Section 300. Appendix A of the NOFA contains the list of eligible Applicants.

1. Delegation of Formula Allocation

An eligible Applicant may delegate their entire formula allocation to either another Local government or to a Local or Regional Housing Trust Fund. A Local government that delegates their formula allocation to another Local government or to a Housing Trust Fund must enter into a legally binding agreement with the other Local government or Housing Trust Fund. The delegate must submit the PLHA application on behalf of the recipient of the PLHA Formula Allocation and wholly administer the entire formula component of PLHA funds on behalf of the delegator for the full term of the PLHA Plan, as set forth in Guidelines Section 300(c). Both the delegating Local government and the Applicant must meet the housing element compliance threshold requirement as outlined in Section II, Part F of this NOFA.

Upon delegating its entire formula allocation to another Local government or to a Local or Regional Housing Trust Fund, the Local government that delegated their allocation is no longer involved in the PLHA application or administration of the PLHA grant for the full term of the PLHA Plan, which extends through 2023. The delegated Local government or Trust Fund assumes full responsibility for compliance with statute and for meeting all the Department's requirements, including any penalties for non-compliance.

A partial funding delegation is not permitted under the delegation authority. However, a Local government can subgrant a portion of its allocation to another entity, as permitted by Guidelines Section 302(c)(3). When a Local government subgrants a portion of its allocation to another entity, the Local government remains fully accountable and responsible for compliance with statute and for meeting all of the Department's requirements, including any penalties for non-compliance.

B. Eligible Activities

Pursuant to Guidelines Section 301(a), the PLHA funds allocated to eligible

Applicants must be used to carry out one or more of the eligible activities listed below. All services must be provided within the county containing the Local government recipient.

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is Affordable to extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas, see appendix B for a list of High-cost areas, including necessary Operating subsidies). Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.

Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of Affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).
6. Assisting persons who are experiencing or At risk of homelessness in conformance with [24 Code of Federal Regulations \(CFR Section 578.3\)](#), (up to 30 percent of AMI), including
 - a. Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
 - b. Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
 - c. Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
 - d. Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and

transitional housing.

This Activity may include subawards to administrative entities as defined in HSC Section 50490(a) (1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).

7. Accessibility modifications in Lower-income Owner-occupied housing (up to 80 percent of AMI).
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas).
9. Homeownership opportunities, including, but not limited to, down payment assistance to those earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas.

Twenty percent of the moneys in the Fund are required by statute to be expended for Affordable Owner Occupied Workforce Housing (AOWH). If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

C. Allocation of funding and award limits

Appendix A lists the dollar amount of the allocation of PLHA funds. There is a

column indicating allocations for calendar years 2021, 2020 and 2019. If a Local government applied for and received their 2010 or 2020 allocations, there is a blank in those columns. If a Local government **HAS NOT** applied before this NOFA, there will be an amount listed in each of the 2019, 2020, and 2021 columns.

The PLHA funds allocated to each Entitlement Local government is directly proportionate to each Entitlement Local Government's share of the total 2017 Community Development Block Grant Fund Allocation in California.

The PLHA funds allocated to each Non-Entitlement Local Government is based on the sum of:

1. Fifty percent of the funding available for the Non-Entitlement formula component divided by the number of Local governments eligible for the Non-Entitlement formula component; and
2. Fifty percent of the funding available for the Non-Entitlement formula component allocated in proportion to each Non-Entitlement Local government's share of the total most severe housing need in California's Non-Entitlement Local governments, based upon the most recent U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) data.

Two or more Local governments may expend PLHA funds on an eligible jointly funded project, provided the project is an eligible Activity pursuant to Guidelines Section 301(a), and will be located within the boundaries of one of the Local governments.

An Applicant eligible for an allocation of PLHA funds must comply with the Deadline and Funding Requirements set forth in Guidelines Section 304.

In order to avoid amending the Department Standard Agreement each year, and to expedite the disbursement of PLHA funds, the Department Standard Agreement and the Applicant's PLHA resolution shall include a five-year estimate of PLHA formula allocations, as stated in Appendix C, as the maximum funding amount. The actual amounts may be lower, and the disbursements will be based on the actual allocation amounts.

Please be advised that no funding from any subsequent year will be disbursed if the Local government is not in compliance with the housing element requirement and the Housing Element Annual Progress Report (APR) requirement stated in Guidelines Section 302(a) and (b), or in the event that the Local government has not submitted its annual PLHA report, as required by Guidelines Section 503. Please refer to Appendix D for more information on verifying housing element and APR status. In addition, the grantee must be in compliance with commitment requirements stated in Guidelines Sections 300(e) and must not incur penalties stated in Guidelines Section 502.

D. Program Administrative, Activity Delivery Costs, and Reimbursement of Costs

A Local government that receives an award under this NOFA shall not use more than 5 percent (5%) of the award for administrative costs related to the execution of eligible activities.

Staff and overhead costs directly related to carrying out the eligible activities described in Guidelines Section 301(a) are “activity costs” and not subject to the cap on administrative costs. A Local government may share any funds available for administrative costs with entities to which it provides funding.

Predevelopment expenses for construction projects funded by PLHA funds and costs to develop and prepare the PLHA application and Plan may be paid from the PLHA funds regardless of when the costs were incurred. Reimbursement of expenses to prepare the PLHA application and Plan are subject to the cap on administrative costs. Other costs incurred more than one year prior to commitment by the Local government may not be paid from the PLHA funds.

E. Application review

An Applicant must submit a complete application and other documents by the deadline stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in the Guidelines Section 302.

F. Threshold requirements for Previous Awardees

Applicants that received awards from the 2021 Formula Allocation NOFA must meet all of the following threshold requirements:

1. Housing Element Compliance: The Applicant and delegating Local government, if applicable, must be a locality with an adopted housing element that has been found by the Department to be in substantial compliance with the requirements of Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, pursuant to Government Code section 65585 ~~at time of application~~ at the time of award. Awards will be made through February 2023. If a jurisdiction submits an application prior to the November 30th application closing deadline but fails to demonstrate that their housing element is in compliance by February 28, 2023, will not be eligible and any 2019 funds will revert to the Housing Rehabilitation Loan Fund per statute. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.
2. The Applicant must have submitted to the Department the Annual Progress Report on the Housing Element for the 2021 calendar year reporting period by the submittal date.

3. Applicant must have submitted to the Department the Annual PLHA Report if the application is submitted on or after July 31, 2022, which is the deadline for the Annual Report.
4. Applicant must have met the commitment requirements stated in PLHA Guidelines Section 300(e).
5. The application must request an allocation pursuant to Section 200 of the PLHA Guidelines. Previous awardees have already received Department approval for their five-year PLHA Plan, which lists the activities that the Local government plans to provide using the five years of funding contained in the Standard Agreement. The PLHA Plan continues in force and effect unless the Local government amends the Plan to provide different activities that are eligible under PLHA statute and Guidelines. If the Plan is amended so that more than 10 percent of funds are moved to a different activity, the Plan must be formally amended, including discussion and approval at a publicly noticed meeting of the Local government's governing board, and the Plan must be submitted to the Department for approval. Activities must be carried out in the jurisdiction of the Applicant's Local government. Jointly funded projects may be carried out as described in Section 301(c).
6. Submission of the application must be authorized by the governing board of the Applicant by Resolution, and this Resolution must be submitted as part of the application. The Resolution should use the five-year estimate of funding, as listed in Appendix C.
7. If the Local government proposes to allocate funds for any Activity to another entity, the Resolution must certify that the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. See PLHA Guidelines Section 302 (c)(3).
8. If the Local government proposes to use funds for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the Resolution must certify that the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) or (C).
9. The resolution shall certify that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.
10. If any activity in the five-year Plan consists of loans being made to a homebuyer, homeowner, developer, or owner of a project, a Program income reuse plan

describing how repaid loans will be used for eligible activities specified in Section 301 must be included in the application. This reuse plan must also describe how interest earned from PLHA funds deposited in a Local government interest-bearing account will be used for eligible PLHA activities.

G. Threshold requirements for First-Time Applicants

First-time Applicants who have not previously received an award under a prior Formula Allocation NOFA must meet the following threshold requirements:

1. Housing Element Compliance: The Applicant and delegating Local government, if applicable, must have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585 ~~by the application date~~ at the time of award. Awards will be made through February 2023. Awards will be made through February 2023. If a jurisdiction submits an application prior to the November 30th application closing deadline but fails to demonstrate that their housing element is in compliance by February 28, 2023, will not be eligible and any 2019 funds will revert to the Housing Rehabilitation Loan Fund per statute. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.
2. The Applicant must have submitted to the Department the Annual Progress Report on the housing element for the corresponding calendar year based on the allocations for which the Applicant is applying by the application submittal date as follows:

Allocation Requested:	APR Reporting Period:
2019 allocation	2019 CY APR
2020 allocation	2020 CY APR
2021 allocation	2021 CY APR

3. Application requests an allocation pursuant to Section 200 of the PLHA Guidelines and identifies the eligible activities to be undertaken. Activities must be carried out in the jurisdiction of the Applicant's Local government. Jointly funded projects may be carried out as described in Section 301(c).
4. Submission of the application must be authorized by the governing board of the Applicant by Resolution, and this Resolution must be submitted as part of the application. The Resolution should use the five-year estimate of funding, as listed in Appendix C.
5. If the Local government proposes to allocate funds for any Activity to another entity, the Resolution must certify that the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. See PLHA Guidelines Section 302 (c)(3).

6. If the Local government proposes to use funds for the acquisition, construction, or rehabilitation of for-sale housing projects, or units within for-sale housing projects, the Resolution must certify that the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) or (C).
7. The Resolution shall certify that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.
8. The application must include a Plan which details:
 - a. The manner in which the allocated funds will be used for eligible Activities.
 - b. A detailed description of the way the Local government will prioritize investments that increase the supply of housing for household with incomes at or below 60 percent of the AMI.
 - c. A detailed description of how the Plan is consistent with the programs set forth in the Local government's housing element.
 - d. Evidence that the Plan was authorized and adopted by Resolution by the Local government and that the public had an adequate opportunity to review and comment on the Plan's contents prior to the Plan Resolution adoption. The plan must be provided to the public for a public comment period, culminating with a public hearing at which the governing board may approve it. The draft Plan should be published for public review on the Applicant's website.
 - e. The Resolution adopting the Plan should specifically identify the activities the Local government plans to engage in. The Resolution is required to be submitted as part of the application. The Resolution must specifically state the eligible activities from the Plan application.
 - f. The following information is required for each proposed Activity:
 - i. A detailed description of each Activity, pursuant to Section 301 and the percentage of funding being allocated to it. The description must include the percentage, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).
 - ii. The projected number of households to be served at each income level and a comparison to the unmet share of the Regional Housing Needs Allocation at each income level.
 - iii. A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
 - iv. The period of affordability for each Activity. Rental Projects are

required to have an affordability period of at least 55 years.

9. The Plan shall be for a term of five years, illustrating how the allocations from 2019, 2020, 2021, 2022, and 2023 will be used. Refer to instructions in the Plan tab of the PLHA Application form.
10. If funds are used for acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, then a deed restriction shall be recorded against the property as described in Section 302(c)(6)(A-C).
11. If funds are proposed to be used for development of an Affordable Rental Housing Development, a certification is required that the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan must be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement is required to restrict occupancy and rents in accordance with the Local government's approved underwriting of the Project for a term of at least 55 years.
12. If any activity in the five-year Plan consists of loans being made to a homebuyer, homeowner, developer or owner of a project, a Program income reuse plan describing how repaid PLHA loans will be used for eligible activities specified in Section 301 must be included in the application. This reuse plan must also describe how interest earned from PLHA funds deposited in a Local government interest-bearing account will be used for eligible PLHA activities.

H. Administration and reporting requirements

A grantee of PLHA funds must meet the administration requirements set forth in Guidelines Sections 500 and 501 and reporting requirements in Section 503.

III. Application submission and review procedures

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'saved as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. Applications that do not meet the program requirements stated in this NOFA will not be eligible for funding. Application forms are available for download on the [PLHA webpage](#).

A. Application submission process

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>. The submittal portal will be available beginning August 17, 2022.

Applicants must upload all application materials to the Department's website. The application portal is open beginning on **August 17, 2022 through 4:00 p.m. Pacific**

Standard Time on ~~October 31, 2022~~ November 30, 2022. Please note that the on-line support and technical assistance closes at 4:00 p.m. Pacific Standard Time on ~~October 31, 2022~~ November 30, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications that do not meet the filing deadline requirements will not be eligible for funding.

It is the Applicant's responsibility to ensure that the application is clear, complete, and accurate. The Department may request additional clarifying information and/or inquire as to where in the application specific information is located. However, missing or forgotten application information or documentation may cause the application not to pass threshold.

Those Applicants that are notified they did not pass threshold requirements will have the opportunity to submit the necessary documentation prior to the NOFA closing date.

B. Application Workshops

Applicants are strongly encouraged to attend a PLHA webinar to gain information critical for preparing the application, which will be discussed at the webinar. PLHA webinar dates and times are located on the Department's [PLHA webpage](#).

IV. Appeals

A. Basis of appeals

1. Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, or fail threshold review, Applicants may appeal such decision(s) to the Director of the Department or their designee pursuant to this section.
2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to decisions of the Director of the Department or their designee made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future NOFAs.

B. Appeal process and deadlines

1. **Process.** In order to file an appeal, an Applicant must submit to the Director of the Department or their designee a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed description of how the application is

complete, eligible or meets threshold requirements, as applicable, or provide additional information to resolve the Department's determination. Appeals are to be submitted to the Department at PLHA@hcd.ca.gov according to the deadline set forth in Department review letters.

2. **Filing deadline.** Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review letter representing the Department's decision made in response to the application.

C. Decisions

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

D. Award announcements and contracts

The Department will review applications as they are received and will make awards as follows:

1. **Previous Awardees:** For Local governments that have previously received an award and are applying for a new allocation of calendar year 2021 funds, awards will be made within 60 days of receipt.
2. **First Time Awardees:** For Local governments that have not previously received an award, those applications will be reviewed, and awards made at the end of each quarter beginning in July 2022 with subsequent awards made in October 2022 and January 2023. Award recommendations will be posted on the [PLHA webpage](#).

V. Other state requirements

A. Pet Friendly Housing Act of 2017

Housing funded through this program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). Each awardee will be required to submit a signed and dated certification that residents of the program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

B. Accessibility and non-discrimination

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, projects or programs shall adhere to either the

Uniform Federal Accessibility Standards, 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the ADA, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, GC Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

IV. Other terms and conditions

A. Right to modify or suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website.

B. Disclosure of application

Information provided in the application will become a public record and available for review by the public, pursuant to the California Public Records Act (GC Section 6250 et seq.). As such, any materials provided will be disclosed to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, and regulations pertaining to PLHA, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDICES

Appendix A Entitlement and Non-Entitlement Local Government Formula Allocation for Calendar years 2019, 2020, and 2021.

Please refer to Section II.A. Eligible Applicants for a discussion of the definition of Entitlement and Non-Entitlement Local Governments.

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
Alameda		\$868,493	\$955,750	Alpine County	\$68,065	\$106,216	\$116,768
Alameda County		\$1,451,516	\$1,597,349	Alturas	\$79,305	\$123,577	\$128,224
Alhambra			\$796,443	Amador City	\$65,861	\$100,869	\$112,445
Aliso Viejo	\$119,177	\$185,238	\$203,849	Amador County	\$134,185	\$203,299	\$275,316
Anaheim			\$3,686,550	American Canyon	\$117,435	\$178,785	\$199,555
Antioch		\$612,764	\$674,328	Anderson	\$103,770	\$163,160	\$178,480
Apple Valley		\$446,959	\$491,865	Angels	\$81,289	\$127,049	\$128,764
Bakersfield			\$2,960,656	Arcata	\$176,062	\$284,687	\$208,201
Baldwin Park		\$758,781	\$835,015	Artesia	\$135,728	\$204,479	\$213,605
Bellflower			\$878,539	Arvin		\$220,799	\$217,928
Berkeley			\$2,212,637	Atwater	\$158,209	\$247,535	\$269,804
Buena Park		\$573,917	\$631,578	Auburn	\$119,859	\$185,382	\$203,337
Burbank			\$816,205	Avenal	\$104,652	\$168,021	\$177,939
Camarillo			\$231,519	Benicia	\$141,459	\$222,187	\$229,276
Carlsbad	\$272,582	\$423,678	\$466,244	Biggs	\$70,710	\$109,341	\$121,739
Carson			\$709,383	Bishop	\$83,713	\$132,952	\$146,057
Cathedral City			\$484,445	Blue Lake	\$68,285	\$105,521	\$117,957
Cerritos	\$109,213	\$169,751	\$186,806	Brawley	\$151,156	\$240,243	\$234,139
Chico	\$390,348	\$606,721	\$667,678	Butte County	\$333,428	\$494,061	\$610,245
Chino	\$249,365	\$387,590	\$426,531	Calaveras County			\$429,217
Chino Hills			\$303,241	Calexico	\$203,832	\$307,951	\$284,935
Chula Vista		\$1,646,765	\$1,812,214	Calimesa	\$88,783	\$138,507	\$156,324
Citrus Heights		\$486,125	\$534,966	Calipatria	\$77,101	\$120,452	\$122,280
Clovis City			\$625,364	Calistoga	\$85,256	\$133,646	\$134,709
Compton	\$769,720	\$1,196,383	\$1,316,582	Capitola	\$105,092	\$180,868	\$195,772
Concord			\$836,053	Carmel-by-the-Sea	\$81,950	\$130,174	\$140,653
Contra Costa County			\$3,712,024	Chowchilla			\$164,970

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
Corona			\$995,498	Clearlake	\$145,867	\$208,993	\$232,518
Costa Mesa			\$904,122	Coalinga		\$165,243	\$170,374
Cupertino City			\$283,100	Colfax	\$72,032	\$113,855	\$125,522
Daly City			\$875,455	Colusa	\$85,917	\$135,035	\$161,187
Davis		\$470,837	\$518,142	Colusa County	\$83,493	\$136,077	\$152,541
Delano City			\$556,115	Corcoran	\$113,908	\$178,438	\$179,560
Downey			\$889,923	Corning	\$92,529	\$143,368	\$150,380
El Cajon	\$645,382	\$1,003,123	\$1,103,906	Crescent City	\$80,848	\$125,660	\$142,274
El Centro	\$245,998	\$382,358	\$420,773	Del Norte County	\$140,797	\$210,729	\$214,685
El Monte			\$1,449,267	Dinuba			\$230,897
Elk Grove	\$439,787	\$683,565	\$752,243	Dixon	\$115,451	\$189,896	\$194,691
Encinitas	\$156,044	\$242,541	\$266,909	Dorris	\$66,522	\$103,785	\$116,876
Escondido	\$842,911	\$1,310,146	\$1,441,775	Dos Palos	\$82,832	\$120,799	\$143,355
Fairfield			\$668,640	Dunsmuir	\$72,032	\$111,424	\$124,441
Fontana			\$1,678,180	El Centro (Colonia Only)	\$216,175	\$311,076	\$283,314
Fountain Valley			\$247,348	El Dorado County			\$973,923
Fremont			\$1,096,685	Etna	\$67,183	\$105,521	\$114,714
Fresno			\$5,828,601	Eureka			\$346,539
Fresno County			\$2,810,897	Exeter			\$164,970
Fullerton			\$1,177,577	Farmersville			\$176,858
Garden Grove			\$1,700,794	Ferndale	\$71,150	\$108,994	\$121,739
Gardena	\$329,877	\$512,732	\$564,246	Firebaugh	\$95,395	\$144,410	\$159,566
Gilroy City			\$417,798	Fort Bragg	\$106,856	\$163,507	\$142,814
Glendale	\$867,025	\$1,347,626	\$1,483,020	Fort Jones	\$69,167	\$106,910	\$115,795
Glendora City	\$130,258	\$202,461	\$222,802	Fortuna	\$108,619	\$171,840	\$171,995
Goleta			\$160,810	Fowler	\$81,069	\$126,355	\$139,032
Hanford			\$505,389	Glenn County			\$201,716
Hawthorne			\$1,048,208	Grass Valley			\$225,493
Hayward		\$1,012,998	\$1,114,773	Greenfield	\$139,916	\$211,076	\$213,605
Hemet			\$688,525	Gridley	\$92,529	\$144,410	\$143,895
Hesperia	\$505,777	\$786,135	\$865,117	Grover Beach			\$181,182
Huntington Beach			\$938,184	Guadalupe	\$101,125	\$160,035	\$166,051
Huntington	\$651,678	\$1,012,910	\$1,114,676	Gustine	\$73,575	\$118,021	\$150,920

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
Park							
Indio City			\$779,909	Hidden Hills	\$71,371	\$111,077	\$124,982
Inglewood	\$735,776	\$1,143,625	\$1,258,523	Hollister	\$180,249	\$280,173	\$290,339
Irvine			\$1,296,497	Holtville	\$82,611	\$131,563	\$121,739
Kern County			\$3,695,204	Humboldt County			\$595,871
La Habra		\$604,420	\$665,145	Huron		\$153,438	\$143,355
La Mesa		\$293,468	\$322,953	Imperial	\$91,427	\$147,535	\$169,834
Laguna Niguel			\$262,411	Imperial County	\$173,858	\$260,034	\$311,954
Lake Elsinore			\$425,098	Indian Wells	\$88,783	\$135,730	\$163,889
Lake Forest	\$221,070	\$343,611	\$378,133	Industry	\$65,596	\$101,632	\$110,824
Lakewood	\$270,847	\$420,981	\$463,277	Inyo County	\$103,770	\$166,285	\$220,630
Lancaster			\$1,188,528	Ione	\$75,338	\$118,716	\$141,734
Livermore			\$356,702	Jackson	\$87,460	\$133,299	\$143,355
Lodi			\$575,172	King City		\$205,868	\$173,616
Lompoc	\$227,027	\$352,871	\$388,324	Kings County	\$163,499	\$249,965	\$304,389
Long Beach			\$5,006,175	Lake County	\$241,741	\$360,728	\$401,658
Los Angeles			\$44,847,783	Lakeport	\$79,305	\$126,702	\$163,889
Los Angeles County			\$18,858,143	Lassen County	\$102,007	\$155,868	\$187,666
Lynwood		\$981,371	\$1,079,969	Lemoore	\$145,205	\$217,326	\$237,381
Madera	\$422,319	\$656,414	\$722,364	Lincoln	\$203,171	\$314,201	\$344,377
Marin County			\$1,241,068	Lindsay		\$189,201	\$197,393
Menifee			\$430,361	Live Oak	\$89,664	\$132,952	\$156,324
Merced			\$722,364	Livingston	\$108,839	\$172,882	\$179,560
Milpitas City	\$238,595	\$370,850	\$408,109	Loomis	\$81,730	\$123,577	\$147,678
Mission Viejo			\$353,526	Los Banos	\$188,184	\$292,326	\$289,258
Modesto			\$1,658,723	Loyalton	\$67,624	\$105,521	\$116,336
Montebello	\$316,758	\$492,340	\$541,805	Madera County			\$484,877
Monterey		\$180,952	\$199,132	Mammoth Lakes	\$81,730	\$123,924	\$154,162
Monterey County			\$1,109,035	Maricopa	\$66,742	\$105,869	\$116,336
Monterey Park	\$318,871	\$495,625	\$545,420	Marina	\$157,548	\$235,382	\$234,139
Moreno Valley			\$1,761,457	Mariposa County			\$235,220
Mountain View	\$256,551	\$398,761	\$438,824	Marysville		\$169,063	\$183,883
Napa City			\$544,289	McFarland	\$112,806	\$174,618	\$177,939
National City			\$672,542	Mendocino			\$578,903

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
				County			
Newport Beach			\$290,118	Merced County			\$625,917
Norwalk	\$592,762	\$921,336	\$1,013,902	Modoc County	\$76,440	\$120,105	\$146,597
Oakland		\$5,757,902	\$6,336,392	Mono County	\$77,101	\$113,855	\$136,870
Oceanside		\$1,008,982	\$1,110,353	Montague	\$68,726	\$105,174	\$116,876
Ontario			\$1,573,664	Mount Shasta	\$89,885	\$141,285	\$153,082
Orange			\$1,039,081	Napa County		\$220,451	\$261,158
Orange County			\$2,175,998	Nevada City			\$136,870
Oxnard			\$1,981,457	Nevada County			\$566,474
Palm Desert			\$293,014	Orange Cove	\$101,345	\$156,563	\$149,299
Palm Springs			\$328,816	Orland			\$143,355
Palmdale			\$1,332,565	Oroville			\$224,412
Palo Alto	\$231,496	\$359,817	\$395,967	Pacific Grove			\$188,207
Paradise	\$93,596	\$145,477	\$160,093	Palos Verdes Estates	\$96,717	\$157,257	\$170,914
Paramount City	\$438,197	\$681,094	\$749,523	Parlier		\$199,965	\$208,741
Pasadena		\$1,454,952	\$1,601,129	Pismo Beach	\$99,582	\$157,604	\$184,964
Perris City		\$725,136	\$797,990	Placer County			\$813,970
Petaluma			\$315,338	Placerville	\$110,823	\$173,924	\$181,182
Pico Rivera	\$338,973	\$526,870	\$579,804	Plumas County		\$187,118	\$217,387
Pittsburg			\$543,387	Plymouth	\$67,404	\$104,757	\$116,876
Placentia		\$333,825	\$367,364	Point Arena	\$67,404	\$103,785	\$114,174
Pleasanton City	\$151,089	\$234,839	\$258,433	Portola	\$75,338	\$119,757	\$120,659
Pomona			\$1,827,543	Rancho Mirage	\$172,094	\$282,257	\$335,191
Porterville			\$586,270	Red Bluff	\$124,047	\$189,201	\$200,095
Rancho Cordova City	\$285,366	\$443,548	\$488,110	Rio Dell	\$79,085	\$118,716	\$141,193
Rancho Cucamonga	\$450,476	\$700,179	\$770,526	Rio Vista	\$96,276	\$149,271	\$157,945
Rancho Santa Margarita			\$173,436	Riverbank		\$193,021	\$206,039
Redding			\$576,110	San Benito County	\$121,182	\$175,313	\$213,064
Redondo Beach	\$130,830	\$203,351	\$223,781	San Joaquin	\$78,644	\$123,924	\$128,764
Redwood			\$594,763	San Juan	\$75,999	\$114,549	\$122,280

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
City				Bautista			
Rialto	\$597,786	\$929,145	\$1,022,495	San Juan Capistrano	\$236,452	\$359,687	\$335,191
Riverside		\$2,521,285	\$2,774,596	Sand City	\$67,139	\$104,063	\$112,445
Riverside County			\$6,835,329	Santa Cruz County		\$895,101	\$916,102
Rocklin City			\$230,295	Scotts Valley	\$103,770	\$166,979	\$171,995
Rosemead	\$343,238	\$533,498	\$587,099	Shasta County			\$578,903
Roseville			\$536,004	Shasta Lake			\$174,157
Sacramento			\$4,031,691	Sierra County			\$124,441
Sacramento County		\$4,229,006	\$4,653,890	Siskiyou County			\$260,618
Salinas			\$1,722,182	Solano County		\$201,701	\$240,083
San Bernardino		\$2,521,132	\$2,774,428	Soledad	\$120,961	\$188,160	\$188,207
San Bernardino County			\$5,916,756	Sonora	\$91,427	\$138,507	\$143,895
San Buenaventura		\$555,571	\$611,389	South Lake Tahoe			\$299,525
San Clemente			\$323,348	St. Helena	\$89,003	\$137,118	\$149,299
San Diego			\$9,903,933	Suisun City	\$154,683	\$222,187	\$257,916
San Diego County		\$3,077,481	\$3,386,672	Susanville	\$93,191	\$141,632	\$146,597
San Francisco		\$13,550,527	\$14,911,935	Sutter County		\$181,910	\$211,983
San Joaquin County			\$2,241,046	Sutter Creek	\$78,644	\$121,841	\$128,764
San Jose			\$7,438,226	Taft	\$90,546	\$140,591	\$136,330
San Leandro		\$543,946	\$598,596	Tehama	\$65,596	\$101,632	\$111,256
San Luis Obispo County			\$1,492,388	Tehama County	\$186,685	\$318,784	\$414,843
San Marcos City	\$319,178	\$496,102	\$545,945	Trinidad	\$66,081	\$101,702	\$111,256
San Mateo			\$584,800	Trinity County	\$121,622	\$186,424	\$219,008
San Mateo County			\$2,068,899	Truckee			\$181,722
Santa Ana			\$4,795,654	Tulare County			\$969,060
Santa Barbara			\$775,030	Tulelake	\$68,506	\$106,563	\$115,795
Santa			\$974,603	Tuolumne	\$242,182	\$368,367	\$476,771

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
Barbara County				County			
Santa Clara			\$820,156	Ukiah	\$129,777	\$199,618	\$187,666
Santa Clara County			\$1,260,160	Vernon	\$65,376	\$100,591	\$111,472
Santa Clarita	\$588,259	\$914,338	\$1,006,200	Wasco	\$135,508	\$205,174	\$244,947
Santa Cruz			\$452,837	Weed	\$76,661	\$120,105	\$131,466
Santa Maria			\$1,254,581	Westmorland	\$72,693	\$113,507	\$117,957
Santa Monica			\$936,510	Wheatland	\$72,032	\$110,035	\$123,361
Santa Rosa			\$1,187,622	Williams	\$80,848	\$126,355	\$135,249
Santee	\$134,374	\$208,859	\$229,843	Willits	\$92,309	\$137,813	\$141,734
Seaside	\$193,124	\$300,175	\$330,334	Willows			\$138,491
Simi Valley		\$451,305	\$496,647	Winters		\$136,077	\$177,399
Sonoma County			\$1,538,385	Woodlake		\$136,424	\$150,380
South Gate			\$1,233,796	Yolo County		\$222,882	\$234,679
South San Francisco			\$372,849	Yountville	\$81,069	\$127,049	\$133,087
Stanislaus County			\$1,975,561	Yreka	\$102,007	\$154,827	\$162,268
Stockton		\$2,660,093	\$2,927,349	Yuba County			\$483,256
Sunnyvale	\$533,023	\$828,483	\$911,720				
Temecula			\$467,631				
Thousand Oaks			\$506,368				
Torrance			\$760,089				
Tulare		\$494,944	\$544,671				
Turlock	\$309,854	\$481,610	\$529,997				
Tustin			\$659,464				
Union City		\$394,694	\$434,349				
Upland		\$431,845	\$475,232				
Vacaville	\$240,500	\$373,812	\$411,368				
Vallejo			\$864,418				
Ventura County			\$1,470,575				
Victorville			\$1,082,334				
Visalia			\$1,078,990				
Vista		\$635,530	\$699,381				
Walnut Creek			\$236,813				
Watsonville	\$362,515	\$563,461	\$620,071				
West Covina	\$388,763	\$604,258	\$664,967				

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
West Sacramento	\$236,679	\$367,872	\$404,832				
Westminster			\$873,327				
Whittier		\$595,595	\$655,434				
Woodland		\$387,006	\$425,889				
Yorba Linda			\$182,215				
Yuba City		\$483,607	\$532,195				

Appendix B
List of High-cost Areas in California

High-cost Area by County	High-cost Area pursuant to Federal Housing Finance Agency's Maximum Loan Limits for Mortgages Acquired in Calendar Year 2020	High-cost Area pursuant to Department of Housing and Urban Development Very Low-Income Adjustments due to High-Housing Cost for Fiscal Year 2020-21
Alameda	X	
Contra Costa	X	
El Dorado	X	
Imperial		X
Los Angeles	X	
Madera		X
Marin	X	
Merced	X	
Monterey	X	
Napa	X	
Orange	X	
Placer	X	
Sacramento	X	
San Benito	X	
San Diego	X	
San Francisco	X	
San Luis Obispo	X	
San Mateo	X	
Santa Barbara	X	
Santa Clara	X	
Santa Cruz	X	
Solano	X	
Sonoma	X	
Tulare		X
Ventura	X	
Yolo	X	

Appendix C
Estimate of Five-Year PLHA Allocation for Entitlement and
Non-Entitlement Local government

Entitlement Local government		Non-Entitlement Local government	
Local government	Estimate 5-Year Funding Amount	Local government	Estimate 5-Year Funding Amount
Alameda	\$3,352,590	Alpine County	\$408,390
Alhambra	\$2,793,768	Alturas	\$475,835
Aliso Viejo	\$715,062	Amador City	\$395,168
Anaheim	\$12,931,710	Amador County	\$805,115
Antioch	\$2,365,410	American Canyon	\$704,612
Apple Valley	\$1,725,366	Anderson	\$622,622
Bakersfield	\$10,385,412	Angels	\$487,737
Baldwin Park	\$2,929,068	Arcata	\$1,056,372
Bellflower	\$3,081,744	Artesia	\$814,372
Berkeley	\$7,761,504	Arvin	\$831,563
Buena Park	\$2,215,452	Atwater	\$949,257
Burbank	\$2,863,092	Auburn	\$719,158
Camarillo	\$812,124	Avenal	\$627,912
Carlsbad	\$1,635,492	Benicia	\$848,754
Carson	\$2,488,380	Biggs	\$424,261
Cathedral City	\$1,699,338	Bishop	\$502,283
Cerritos	\$655,278	Blue Lake	\$409,715
Chico	\$2,342,088	Brawley	\$906,940
Chino	\$1,496,190	Butte County	\$2,000,572
Chino Hills	\$1,063,710	Calaveras County	\$1,238,865
Chula Vista	\$6,356,898	Calexico	\$1,222,996
Citrus Heights	\$1,876,554	Calimesa	\$532,699
Clovis City	\$2,193,654	Calipatria	\$462,611
Compton	\$4,618,320	Calistoga	\$511,540
Concord	\$2,932,710	Capitola	\$630,557
Corona	\$3,492,018	Carmel-by-the-Sea	\$491,704
Costa Mesa	\$3,171,486	Chowchilla	\$662,295
Cupertino City	\$993,060	Clearlake	\$875,203
Daly City	\$3,070,926	Coalinga	\$618,655
Davis	\$1,817,544	Colfax	\$432,196
Delano City	\$1,950,744	Colusa	\$515,507
Downey	\$3,121,674	Colusa County	\$500,961
El Cajon	\$3,872,292	Corcoran	\$683,453
El Centro	\$1,475,988	Corning	\$555,180
Elk Grove	\$2,638,722	Crescent City	\$485,092
El Monte	\$5,083,752	Del Norte County	\$844,787

Entitlement Local government		Non-Entitlement Local government	
Local government	Estimate 5-Year Funding Amount	Local government	Estimate 5-Year Funding Amount
Encinitas	\$936,264	Dinuba	\$889,749
Escondido	\$5,057,466	Dixon	\$692,710
Fairfield	\$2,345,460	Dorris	\$399,135
Fontana	\$5,886,732	Dos Palos	\$496,994
Fountain Valley	\$867,648	Dunsmuir	\$432,196
Fremont	\$3,846,960	El Centro	\$1,297,051
Fresno	\$20,445,618	El Dorado County	\$2,879,974
Fullerton	\$4,130,712	Etna	\$403,103
Gardena	\$1,979,262	Eureka	\$1,125,138
Garden Grove	\$5,966,058	Exeter	\$586,917
Gilroy City	\$1,465,554	Farmersville	\$589,562
Glendale	\$5,202,150	Ferndale	\$426,906
Glendora City	\$781,548	Firebaugh	\$572,371
Goleta	\$564,090	Fort Bragg	\$641,136
Hanford	\$1,772,808	Fort Jones	\$415,004
Hawthorne	\$3,676,914	Fortuna	\$651,715
Hayward	\$3,910,410	Fowler	\$486,414
Hemet	\$2,415,216	Glenn County	\$641,136
Hesperia	\$3,034,662	Grass Valley	\$813,049
Huntington Beach	\$3,290,970	Greenfield	\$839,497
Huntington Park	\$3,910,068	Gridley	\$555,180
Indio City	\$2,735,772	Grover Beach	\$727,093
Inglewood	\$4,414,656	Guadalupe	\$606,754
Irvine	\$4,547,862	Gustine	\$441,452
Laguna Niguel	\$920,484	Hidden Hills	\$428,228
La Habra	\$2,333,202	Hollister	\$1,081,498
Lake Forest	\$1,326,420	Holtville	\$495,671
Lake Elsinore	\$1,491,162	Humboldt County	\$2,066,693
Lakewood	\$1,625,082	Huron	\$597,497
La Mesa	\$1,132,854	Imperial	\$548,568
Lancaster	\$4,169,130	Imperial County	\$1,043,148
Livermore	\$1,251,240	Indian Wells	\$532,699
Lodi	\$2,017,590	Industry	\$393,581
Lompoc	\$1,362,162	Inyo County	\$622,622
Long Beach	\$17,560,704	Ione	\$452,032
Los Angeles	\$157,317,438	Jackson	\$524,764
Lynwood	\$3,788,322	King City	\$805,115
Madera	\$2,533,914	Kings County	\$980,995
Menifee	\$1,509,624	Lake County	\$1,450,450
Merced	\$3,112,314	Lakeport	\$475,835
Milpitas City	\$1,431,570	Lassen County	\$612,043
Mission Viejo	\$1,240,098	Lemoore	\$871,235

Entitlement Local government		Non-Entitlement Local government	
Local government	Estimate 5-Year Funding Amount	Local government	Estimate 5-Year Funding Amount
Modesto	\$5,818,482	Lincoln	\$1,219,029
Montebello	\$1,900,548	Lindsay	\$703,289
Monterey	\$698,514	Live Oak	\$537,988
Monterey Park	\$1,913,226	Livingston	\$653,038
Moreno Valley	\$6,178,854	Loomis	\$490,382
Mountain View	\$1,539,306	Los Banos	\$1,129,105
Napa City	\$1,909,260	Loyalton	\$405,747
National City	\$2,359,146	Madera County	\$1,643,522
Newport Beach	\$1,017,678	Mammoth Lakes	\$490,382
Norwalk	\$3,556,572	Maricopa	\$400,458
Oakland	\$22,226,850	Marina	\$945,290
Oceanside	\$3,894,906	Mariposa County	\$770,732
Ontario	\$5,520,108	Marysville	\$662,295
Orange	\$3,644,898	McFarland	\$676,841
Oxnard	\$6,950,574	Mendocino County	\$2,099,753
Palmdale	\$4,674,384	Merced County	\$1,865,687
Palm Desert	\$1,027,836	Modoc County	\$458,644
Palm Springs	\$1,153,422	Mono County	\$462,611
Palo Alto	\$1,388,976	Montague	\$412,359
Paradise	\$561,576	Mount Shasta	\$539,311
Paramount City	\$2,629,182	Napa County	\$859,334
Pasadena	\$5,616,456	Nevada City	\$473,190
Perris City	\$2,799,192	Nevada County	\$1,837,916
Petaluma	\$1,106,142	Orange Cove	\$608,076
Pico Rivera	\$2,033,838	Orland	\$555,180
Pittsburg	\$1,906,098	Oroville	\$822,306
Placentia	\$1,288,644	Pacific Grove	\$712,546
Pleasanton City	\$906,534	Palos Verdes Estates	\$580,305
Pomona	\$6,410,670	Parlier	\$801,148
Porterville	\$2,056,524	Pismo Beach	\$597,497
Rancho Cordova City	\$1,712,196	Placer County	\$2,730,542
Rancho Cucamonga	\$2,702,856	Placerville	\$664,940
Rancho Santa Margarita	\$608,376	Plumas County	\$727,093
Redding	\$2,020,884	Plymouth	\$404,425
Redondo Beach	\$784,980	Point Arena	\$404,425
Redwood City	\$2,086,314	Portola	\$452,032
Rialto	\$3,586,716	Rancho Mirage	\$1,032,569
Riverside	\$9,732,750	Red Bluff	\$744,284
Rocklin City	\$807,828	Rio Dell	\$474,513
Rosemead	\$2,059,428	Rio Vista	\$577,661
Roseville	\$1,880,196	Riverbank	\$732,382
Sacramento	\$14,142,402	San Benito County	\$727,093

Entitlement Local government		Non-Entitlement Local government	
Local government	Estimate 5-Year Funding Amount	Local government	Estimate 5-Year Funding Amount
Salinas	\$6,041,082	San Joaquin	\$471,868
San Bernardino	\$9,732,162	San Juan Bautista	\$455,999
San Clemente	\$1,134,240	San Juan Capistrano	\$1,418,712
San Diego	\$34,741,098	Sand City	\$402,838
San Francisco	\$52,308,210	Santa Cruz County	\$3,395,713
San Jose	\$26,091,876	Scotts Valley	\$622,622
San Leandro	\$2,099,760	Shasta County	\$1,721,544
San Marcos City	\$1,915,068	Shasta Lake	\$613,366
San Mateo	\$2,051,364	Sierra County	\$405,747
Santa Ana	\$16,822,236	Siskiyou County	\$852,722
Santa Barbara	\$2,718,654	Solano County	\$769,410
Santa Clara	\$2,876,946	Soledad	\$725,770
Santa Clarita	\$3,529,554	Sonora	\$548,568
Santa Cruz	\$1,588,464	South Lake Tahoe	\$994,219
Santa Maria	\$4,400,826	St. Helena	\$534,021
Santa Monica	\$3,285,096	Suisun City	\$928,099
Santa Rosa	\$4,165,950	Susanville	\$559,147
Santee	\$806,244	Sutter County	\$698,000
Seaside	\$1,158,744	Sutter Creek	\$471,868
Simi Valley	\$1,742,142	Taft	\$543,278
South Gate	\$4,327,920	Tehama	\$393,581
South San Francisco	\$1,307,880	Tehama County	\$1,120,113
Stockton	\$10,268,580	Trinidad	\$396,491
Sunnyvale	\$3,198,138	Trinity County	\$729,738
Temecula	\$1,640,358	Truckee	\$627,912
Thousand Oaks	\$1,776,240	Tulare County	\$3,501,506
Torrance	\$2,666,244	Tulelake	\$411,037
Tulare	\$1,910,598	Tuolumne County	\$1,453,095
Turlock	\$1,859,124	Ukiah	\$778,667
Tustin	\$2,313,270	Vernon	\$392,259
Union City	\$1,523,610	Wasco	\$813,049
Upland	\$1,667,022	Weed	\$459,966
Vacaville	\$1,443,000	Westmorland	\$436,163
Vallejo	\$3,032,214	Wheatland	\$432,196
San Buenaventura	\$2,144,634	Williams	\$485,092
Victorville	\$3,796,620	Willits	\$553,857
Visalia	\$3,784,890	Willows	\$561,792
Vista	\$2,453,292	Winters	\$532,699
Walnut Creek	\$830,694	Woodlake	\$539,311
Watsonville	\$2,175,090	Yolo County	\$819,661
West Covina	\$2,332,578	Yountville	\$486,414
Westminster	\$3,063,462	Yreka	\$612,043

Entitlement Local government		Non-Entitlement Local government	
Local government	Estimate 5-Year Funding Amount	Local government	Estimate 5-Year Funding Amount
West Sacramento	\$1,420,074	Yuba County	\$1,634,265
Whittier	\$2,299,140		
Woodland	\$1,493,934		
Yorba Linda	\$639,174		
Yuba City	\$1,866,840		
Alameda County	\$5,603,190		
Contra Costa County	\$13,021,068		
Fresno County	\$9,860,088		
Kern County	\$12,962,064		
Los Angeles County	\$66,150,756		
Marin County	\$4,353,426		
Monterey County	\$3,890,280		
Orange County	\$7,632,984		
Riverside County	\$23,977,026		
Sacramento County	\$16,324,956		
San Bernardino County	\$20,754,846		
San Diego County	\$11,879,796		
San Joaquin County	\$7,861,158		
San Luis Obispo County	\$5,235,012		
San Mateo County	\$7,257,300		
Santa Barbara County	\$3,418,722		
Santa Clara County	\$4,420,398		
Sonoma County	\$5,396,358		
Stanislaus County	\$6,929,892		
Ventura County	\$5,158,494		

Appendix D
Housing Element and Annual Progress Report (APR) Submittal Status
Requirement stated in Guidelines Section 302(a) and (b)

To be eligible to apply, jurisdictions are required to have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585 by the application date time of award. Awards will be made through February 2023. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.

To verify current status and eligibility for PLHA funds, please consult the following resources:

Housing Element Compliance: [Housing Element Review and Compliance Report | California Department of Housing and Community Development](#)

Annual Progress Report Submittal: [Annual Progress Reports - Data Dashboard and Downloads | California Department of Housing and Community Development](#)

Please note that PLHA is an over-the-counter program, allowing Applicants to apply at any point during the OTC application window of August 17 to ~~October 31~~ November 30. If a jurisdiction is currently out of compliance, that jurisdiction, once it reaches compliance with the housing element and APR requirements, will be eligible for these funds.

For questions about Housing Element Compliance, please email housingelements@hcd.ca.gov. For inquiries on status of APR submittal, please email APR@hcd.ca.gov.

Appendix E

Jurisdictions at Risk of Losing Their 2019 Allocations

Entitlement Local Government		Non-Entitlement Local Government	
Local Gov	Funding Amount 2019	Local Gov	Funding Amount 2019
Aliso Viejo	\$119,177	Alpine County	\$68,065
Carlsbad	\$272,582	Alturas	\$79,305
Cerritos	\$109,213	Amador City	\$65,861
Chico	\$390,348	Amador County	\$134,185
Chino	\$249,365	American Canyon	\$117,435
Compton	\$769,720	Anderson	\$103,770
El Cajon	\$645,382	Angels	\$81,289
El Centro	\$245,998	Arcata	\$176,062
Elk Grove	\$439,787	Artesia	\$135,728
Encinitas	\$156,044	Atwater	\$158,209
Escondido	\$842,911	Auburn	\$119,859
Gardena	\$329,877	Avenal	\$104,652
Glendale	\$867,025	Benicia	\$141,459
Glendora City	\$130,258	Biggs	\$70,710
Hesperia	\$505,777	Bishop	\$83,713
Huntington Park	\$651,678	Blue Lake	\$68,285
Inglewood	\$735,776	Brawley	\$151,156
Lake Forest	\$221,070	Butte County	\$333,428
Lakewood	\$270,847	Calexico	\$203,832
Lompoc	\$227,027	Calimesa	\$88,783
Madera	\$422,319	Calipatria	\$77,101
Milpitas City	\$238,595	Calistoga	\$85,256
Montebello	\$316,758	Capitola	\$105,092
Monterey Park	\$318,871	Carmel-by-the-Sea	\$81,950
Mountain View	\$256,551	Clearlake	\$145,867
Norwalk	\$592,762	Colfax	\$72,032
Palo Alto	\$231,496	Colusa	\$85,917
Paradise	\$93,596	Colusa County	\$83,493
Paramount City	\$438,197	Corcoran	\$113,908
Pico Rivera	\$338,973	Corning	\$92,529
Pleasanton City	\$151,089	Crescent City	\$80,848
Rancho Cordova City	\$285,366	Del Norte County	\$140,797
Rancho Cucamonga	\$450,476	Dixon	\$115,451
Redondo Beach	\$130,830	Dorris	\$66,522
Rialto	\$597,786	Dos Palos	\$82,832
Rosemead	\$343,238	Dunsmuir	\$72,032
San Marcos City	\$319,178	El Centro (Colonia Only)	\$216,175
Santa Clarita	\$588,259	Etna	\$67,183
Santee	\$134,374	Ferndale	\$71,150

Entitlement Local Government		Non-Entitlement Local Government	
Local Gov	Funding Amount 2019	Local Gov	Funding Amount 2019
Seaside	\$193,124	Firebaugh	\$95,395
Sunnyvale	\$533,023	Fort Bragg	\$106,856
Turlock	\$309,854	Fort Jones	\$69,167
Vacaville	\$240,500	Fortuna	\$108,619
Watsonville	\$362,515	Fowler	\$81,069
West Covina	\$388,763	Greenfield	\$139,916
West Sacramento	\$236,679	Gridley	\$92,529
		Guadalupe	\$101,125
		Gustine	\$73,575
		Hidden Hills	\$71,371
		Hollister	\$180,249
		Holtville	\$82,611
		Imperial	\$91,427
		Imperial County	\$173,858
		Indian Wells	\$88,783
		Industry	\$65,596
		Inyo County	\$103,770
		Ione	\$75,338
		Jackson	\$87,460
		Kings County	\$163,499
		Lake County	\$241,741
		Lakeport	\$79,305
		Lassen County	\$102,007
		Lemoore	\$145,205
		Lincoln	\$203,171
		Live Oak	\$89,664
		Livingston	\$108,839
		Loomis	\$81,730
		Los Banos	\$188,184
		Loyalton	\$67,624
		Mammoth Lakes	\$81,730
		Maricopa	\$66,742
		Marina	\$157,548
		McFarland	\$112,806
		Modoc County	\$76,440
		Mono County	\$77,101
		Montague	\$68,726
		Mount Shasta	\$89,885
		Orange Cove	\$101,345
		Palos Verdes Estates	\$96,717
		Pismo Beach	\$99,582
		Placerville	\$110,823

Entitlement Local Government		Non-Entitlement Local Government	
Local Gov	Funding Amount 2019	Local Gov	Funding Amount 2019
		Plymouth	\$67,404
		Point Arena	\$67,404
		Portola	\$75,338
		Rancho Mirage	\$172,094
		Red Bluff	\$124,047
		Rio Dell	\$79,085
		Rio Vista	\$96,276
		San Benito County	\$121,182
		San Joaquin	\$78,644
		San Juan Bautista	\$75,999
		San Juan Capistrano	\$236,452
		Sand City	\$67,139
		Scotts Valley	\$103,770
		Soledad	\$120,961
		Sonora	\$91,427
		St. Helena	\$89,003
		Suisun City	\$154,683
		Susanville	\$93,191
		Sutter Creek	\$78,644
		Taft	\$90,546
		Tehama	\$65,596
		Tehama County	\$186,685
		Trinidad	\$66,081
		Trinity County	\$121,622
		Tulelake	\$68,506
		Tuolumne County	\$242,182
		Ukiah	\$129,777
		Vernon	\$65,376
		Wasco	\$135,508
		Weed	\$76,661
		Westmorland	\$72,693
		Wheatland	\$72,032
		Williams	\$80,848
		Willits	\$92,309
		Yountville	\$81,069
		Yreka	\$102,007

Enter Resolution No.

City of Seaside

AUTHORIZING RESOLUTION OF City of Seaside

**AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

Enter in All, or A necessary quorum and majority of the

Council Members

of

Municipality

City of Seaside

hereby consents to, adopts, and ratifies
the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS City of Seaside is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$ 1,158,744.00 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by City of Seaside to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. City Manager is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council this
17 day of, August 2023, by the following vote:

AYES: Enter no. ABSTENTIONS: Enter no. NOES: Enter no. ABSENT: Enter no.

Signature of Approving Officer: Signature of Approving Officer
_ Printed name and title of Approving Officer

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of Enter name of Attesting Officer does hereby attest and certify that the Enter as applicable forgoing/attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Enter City/County Government which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: Signature of Attesting Officer
Signature of Attesting Officer
– Printed name and title of Attesting Officer



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 17, 2023

**SUBJECT: RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS
SCHEDULED FOR SATURDAY AUGUST 19, 2023**

RECOMMENDATION

Receive report and provide further direction to staff as necessary.

BACKGROUND

Every year in August, Monterey County hosts multiple car shows in what is commonly referred to as "Monterey Car week". This year the festivities begin on Friday August 11, 2023, and will conclude on Sunday August, 20, 2023, with the Pebble Beach Concours d'Elegance. During the week, the City of Seaside will play host to four car shows.

- **Monday August 14, 2023** - The Porsche Monterey Classic - This event took place on Del Monte Avenue from 4pm - 8pm, and featured over three hundred Porsche sports cars, from classics to newer models. There was also a variety of live performances, and food and drink offerings by Monterey Peninsula businesses.
- **Saturday August 19, 2023** - Concours d'LeMons - The event will be held on the lawn at City Hall from 8:00am - 1:00pm, and will feature some of the worst Hoopties, Reust Buckets, Misfits, and Mistakes of the auto world. There will be celebrity judges who will be winning the coveted thrift shop trophies. This show is free to the public.
- **Saturday August 19, 2023** - Concorso Italiano - This event will be held at Bayonet & Black Horse Golf Course from 9:30am - 4:00pm, and will feature more than 800 vehicles of Italian origin, and its atmosphere is on the vehicles on display, conversation between people who love and appreciate them, and elements of Italian style such as fashion, food, music and art. Tickets for this event are \$310.

- **Saturday August 19, 2023** - Exotics on Broadway - This event will be held on Broadway and Fremont Avenues from 1pm-6pm, and will feature over 125 rare and exotic cars from all around the world. This event is free to the public, and parking for the event will be on Eucalyptus road with a free shuttle to the event.

At the conclusion of last year's car week, staff presented an after-action report to the City Council that went over the specifics of each event and went through some of the successes and challenges so we could plan accordingly for this year's events. Based on the feedback from last year, this is what the City is doing to prepare for this year:

Porsche Monterey Classic:

From 2022 - Del Monte was not closed with enough time to prepare for the event. Staff have been in contact with the organizers, and the road will be closed at 12:30pm to ensure there is enough time to set up for the festivities.

Concors d'LeMon:

From 2022 - The event was only from 8am - 11am and became overcrowded at times. There was a medical emergency, and no EMS on site, which delayed care, and event goers parked in the police parking lot at City Hall.

For this year, the event hours have been extended to 8am - 1pm, with hopes that the crowds will be more spread out. There will be an on-site medical tent, and there will be more signs that will outline where you can and can not park.

They will be setting up their stage and booths on Friday, August 18, starting at 12:00pm, and will have security on site throughout the night until the start of the event on Saturday.

Concorso Itailiano:

From 2022 - The only issues were related to the golf course operations, and they have that ironed out for this year. They were looking at adding another event on Friday August 18, 2023, and adding live music to their Saturday show. They have opted out of having another event on Friday, but there will be a variety of Italian music and art at this year's event.

Exotics on Broadway:

From 2022 - Parking was the main concern. There were cars that blocked the allies, and houses in the adjacent neighborhoods. There were some concerns with the businesses, as some were not notified properly of the event. The event did receive a Health Department violation from a vendor, and there were also two medical calls which were hard to get quick care too because of the crowds and limited access for EMS. To address these issues, the event organizers have been diligently sending out messaging about parking off site at General Jim Moore, and Coe avenues to take the shuttle to the event. Staff have also been pushing out the messaging on all of our City communication platforms. To address the business concerns, the Community Development department has been communicating with all of the businesses of the affected areas to ensure they

all have the most up-to-date information. The event organizers also held a Zoom meeting that was specifically for the businesses so they could address the thoughts and concerns directly with the organizers to make sure that their concerns would be heard. The Seaside fire Department will also be on-site for the duration of the event to provide first-aid and medical support as needed.

FISCAL IMPACT

There is no fiscal impact on this item.

ATTACHMENTS

1. Exotics on Broadway Layout
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk
Nick Borges, Police Chief

DATE: August 17, 2023

**SUBJECT: APPROVE RESPONSE TO THE 2023 MONTEREY COUNTY CIVIL
GRAND JURY REPORT, "THE REAL COST OF FIREWORKS"**

RECOMMENDATION

Approve the prepared response as mandated by the Monterey County Civil Grand Jury report, "The Real Cost of Fireworks".

BACKGROUND

In May 2023, the Monterey County Civil Grand Jury release a report entitled "The Real Cost of Fireworks". The report includes seven (7) findings and thirteen (13) recommendations. The City of Seaside is required to respond to all of the findings and recommendations. In accordance with California Penal Code Section 99(c), the governing body of the agency must respond to the findings and recommendations within 90 days from issuance of the report.

FISCAL IMPACT

None

ATTACHMENTS

1. Civil Grand Jury Report 2023 - "The Real Cost of Fireworks"
 2. Response to Civil Grand Jury Report 2023
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes".

Jaime M. Fontes, City Manager

CITY OF SEASIDE: THE REAL COST OF FIREWORKS



Stock photo from Microsoft 365

SUMMARY

The Civil Grand Jury (CGJ) investigated a complaint regarding the year-round use of explosive fireworks within the City of Seaside and a perceived indifference by City officials to the issue.

Through the course of investigation, the CGJ found City officials aware of illegal fireworks use causing significant and persistent problems in Seaside. Limited resources have been allocated to address the issue. City efforts to reduce illegal fireworks use appear to have minimal effect.

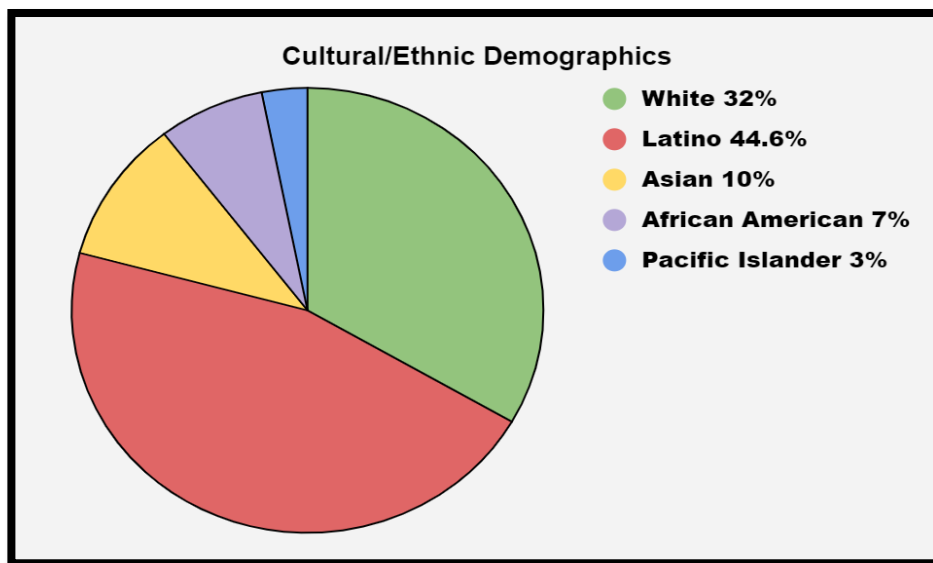
Broader public outreach in the community is necessary to provide clear and concise messaging regarding types of fireworks that are allowed, penalties, and fines for using illegal fireworks, and when and where "[Safe and Sane](#)" fireworks can be used.

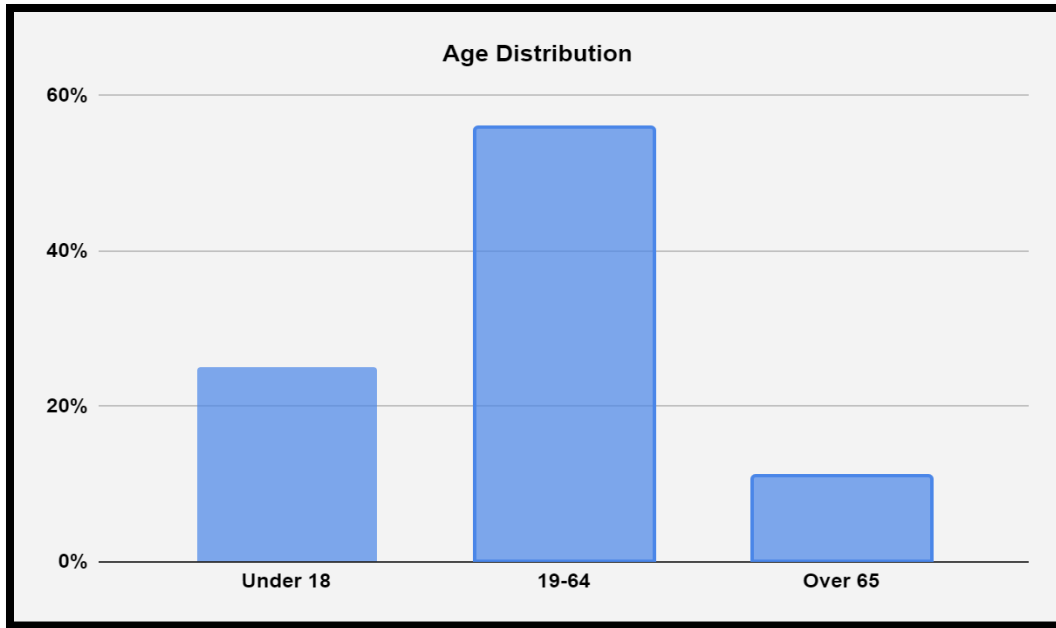
Information needs to be distributed and posted in appropriate languages reflecting the diverse demographics of the City of Seaside.

Effective communication and messaging to reach residents and visitors is a vital tool that City officials should use to the maximum extent possible. The CGJ found that the City of Seaside does not effectively communicate current information regarding a variety of City services and pertinent information to the public. To reflect the City's diversity, necessary resources need to be utilized to update communication platforms, so they are available in multiple languages and the website is easier to navigate.

BACKGROUND

Seaside was founded in 1887, incorporated in 1954, and is located on the central coast of California. It encompasses 9.8 square miles and has a diverse population of 32,300 residents, based on the 2020 Census.





The City of Seaside allows sales and use of certified “Safe and Sane” fireworks within City limits during designated days of the year. Sales and use of all fireworks is prohibited in the surrounding communities of Monterey, Sand City, Del Rey Oaks, Pacific Grove, Carmel, and unincorporated areas of Monterey County. The only city bordering Seaside allowing sales of “Safe and Sane” fireworks is the City of Marina. Several non-profit organizations sell these types of fireworks to raise funds in Seaside.

METHODOLOGY

Review of statewide past grand jury reports.

Review of relevant California Health and Safety Code sections.

Review of City of Seaside Municipal codes, available reports, organization chart, and information obtained from the City’s website.

Interviews with individuals with extensive knowledge about the operations, services, and governance in the City of Seaside.

DISCUSSION

Illegal Fireworks

Illegal fireworks are a significant and ongoing issue in the City of Seaside. Detonated illegal fireworks create loud, explosive noises, add to the risk of potential fires, create a nuisance, and are potentially hazardous to people and property.

Calls for Service (CFS) regarding fireworks over the Fourth of July holiday period from 2018 through 2022 are shown below. Seaside established an illegal fireworks hotline in 2021 to supplement calls received by Monterey County dispatch.

Types of Call for Service	Year (July 4th Holiday Period)				
	2018	2019	2020	2021	2022
Police CFS Total	217	178	306	272	294
Fire Dept. CFS Total	70	62	59	62	97
Fireworks Confiscated	N/A	N/A	30 lbs.	50 lbs.	100 lbs.

State Law limits the sale of fireworks designated by the State Fire Marshal as “Safe and Sane” and can only be sold by licensed retailers from noon on June 28 through noon on July 6 of each year, pursuant to [California Health and Safety Code Section 12670-12672](#).

Illegal fireworks use is problematic throughout the year. Anecdotal information from City officials and Seaside residents confirms this. Planning and resources approved by Seaside for illegal fireworks enforcement is limited to the Fourth of July holiday period. No additional illegal fireworks enforcement resources are dedicated the rest of the year.

Other than the Fourth of July period, the City does not track nor report complaints about illegal fireworks received throughout the year. In addition, the CGJ found no evidence that calls received by 911 regarding illegal fireworks are tracked by the City. Therefore, the scope and scale of the problem cannot be determined.

The Seaside Municipal Code requires the Fire and Police Chiefs to prepare an Illegal Fireworks Operations Plan each year to be presented to the City Council at the first Council meeting in May. The Illegal Fireworks Operations Plan must address the timeframe of June 17 through July 16 of that year and include:

- Identification of areas within the City where illegal fireworks were a problem the previous year
- A general explanation of the supplemental fire and law enforcement deployed within the City
- The additional apparatus and personnel who will be on duty for that period
- Recommendations on what enforcement patrols there should be for that period
- A detailed discussion of expected costs to be incurred by the City that year, and if these costs will be covered by existing fees levied on permittees and unexpended surcharge revenue from prior years
- A proposed recommendation for a resolution establishing a surcharge amount on each sale of “Safe and Sane” fireworks, not to exceed seven percent.

The Seaside Municipal Code also requires the Fire and Police Chiefs to report back to the City Council on or about September 1 each year with an after-action report that should include:

- An evaluation of the effectiveness of the Illegal Fireworks Operation Plan that year, including a listing of any significant fireworks related incidents
- Relevant incident statistics for the period of June 17 through July 16, and identification of fireworks related incidents
- A report on how many calls were received regarding suspected “dangerous fireworks,” how many of the calls the departments responded to, and how many calls resulted in seizures and/or administrative fines.

The CGJ found that the annual “Illegal Fireworks Operations Plans” and “After-Action Reports” are not readily available for public review on the City’s website. The information the City provided to CGJ regarding the Illegal Fireworks Operations Plan

and After-Action Report was in the form of PowerPoint presentations purportedly given to the City Council. However, no evidence of the presentations was found in the City Council meeting agendas. CGJ's review of the presentations found that the information provided did not meet all criteria specified in the Seaside Municipal Code.

Seaside City Council recently approved the purchase of 25 Flock Safety Automated License Plate Reader system cameras and leasing of the Flock Safety Gunshot Detection system, for use in designated areas of the City. The stated purpose of the Flock system is to assist with investigations and act as a deterrent to criminal activities. However, according to public testimony from a Flock representative at a City Council meeting, the Flock Safety Gunshot Detection system is not currently capable of distinguishing gunshots from illegal fireworks.

The Seaside City Council directed the Police Chief to organize a task force to address the problem of the possession and use of illegal fireworks. To date, the task force has met intermittently. It does not have an established mission statement or specific goals and objectives or membership identified.

The CGJ did not find that Seaside conducts any significant public outreach regarding illegal fireworks.



Photo taken by Civil Grand Jury Member

Government Transparency

The CGJ reviewed the information available on the [City's website](#). The most recent Fire Department annual report is from 2018. The municipal code was approved by the City Council on October 7, 2021, indicating that certain aspects of the website have not been updated for more than 18 months.

The website information regarding the use of “Safe and Sane” fireworks and the prohibition of illegal fireworks includes complicated technical and legal terminology. Further, the website information is predominately available in English only.

The City's other public outreach and messaging platforms are also communicated predominately in English only.

FINDINGS

- F1. The City's website is not updated or easy to navigate, creating a lack of governmental transparency resulting in a disservice to residents and visitors.
- F2. Minimal Spanish language content on the City's website results in limited site utility to a significant number of residents.
- F3. Lack of documentation and reporting of illegal fireworks Calls for Service and complaints throughout the year does not provide the City Council with adequate information to make decisions regarding the health and safety of residents and visitors.
- F4. The Flock Safety gunshot detection system's inability to distinguish gunshots from illegal fireworks renders the system useless in combating the use of illegal fireworks in the City of Seaside.
- F5. The City's planning efforts and focus on illegal fireworks enforcement exclusively during the Fourth of July holiday period does not adequately serve the health and safety needs of residents and visitors throughout the year.
- F6. Current efforts by the City to convene a regional illegal fireworks task force are not sufficiently organized to develop meaningful strategies to combat the sale, possession, and use of illegal fireworks and renders it ineffective.
- F7. The limited data collected and compiled by the City does not provide adequate information for the City Council to fully understand, prioritize and address the scope of the illegal fireworks problem.

RECOMMENDATIONS

- R1. The City of Seaside update the website to reflect current available services and government information and to provide historical continuity of City documents by October 31, 2023
- R2. The City of Seaside update the website regularly to reflect any changes in governmental information and available services.
- R3. The City of Seaside modify the website to enhance the search functions by October 31, 2023.
- R4. The City of Seaside provide updated information in easily understood terms regarding illegal and “Safe and Sane” fireworks, and when and where legal fireworks may be used by October 31, 2023.
- R5. The City of Seaside establish a system to identify and document year-round illegal fireworks Calls for Service by October 31, 2023.
- R6. The City of Seaside prepare quarterly reports documenting illegal fireworks Calls for Service received throughout the year and present the findings to the City Council.
- R7. The City of Seaside make the operations plans and after-action reports for illegal fireworks available on the website by October 31, 2023.
- R8. The City of Seaside maintain contact with Flock Safety regarding future system capability to identify and differentiate the sounds of fireworks from gunshot sounds.
- R9. The City of Seaside conduct comprehensive year-round community education on illegal fireworks in multiple languages.
- R10. The City of Seaside enhance public outreach and availability of all information and of city services in multiple languages by October 31, 2023.
- R11. The City of Seaside expand illegal fireworks operations planning and enforcement to address the use of year-round illegal fireworks by October 31, 2023.
- R12. The City of Seaside evaluate the effectiveness of a regional task force to resolve the issue of year-round illegal fireworks by October 31, 2023.
- R13. The City of Seaside dedicate the necessary resources to minimize the problem of illegal year-round fireworks.

RESPONSES REQUIRED

REQUIRED RESPONSES

Pursuant to Penal Code (Sect) 933 and 933.05, the Civil Grand Jury requests required responses:

From the following governing body within 90 days:

City of Seaside City Council

Findings: F1-F7

Recommendations: R1-R13

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

GLOSSARY

CGJ Civil Grand Jury

CFS Calls for Service

Triangulation – the process of determining the exact location of a sound, using a minimum of three receptors.

BIBLIOGRAPHY

City of Seaside Website

<https://www.ci.seaside.ca.us>

Illegal Fireworks Section of the City of Seaside Website

<https://www.ci.seaside.ca.us/649/Illegal-Fireworks-Enforcement>

California Health and Safety Code, Section 12670-12692

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=12670.&lawCode=HSC

Flock Safety Website

<https://www.flocksafety.com/>

ShotSpotter

<https://www.soundthinking.com/>

Note: All charts in this report were created by CGJ members based on statistics researched.



PUBLIC AFFAIRS & CITY CLERK DEPARTMENT

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

Telephone 831-899-6707
Fax 831-718-8594

August 14, 2023

Leslie J. Girard
County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

RE: 2023 Monterey County Civil Grand Jury Report – “The Real Cost of Fireworks”

Dear Mr. Girard,

Commented [SD1]: Les is a male.

The City of Seaside received the 2023 Monterey County Civil Grand Jury Report entitled “The Real Cost of Fireworks”. On behalf of the City of Seaside City Council, City Manager Jaime M. Fontes, submits their responses with indication as to whether they agree, disagree wholly or disagree partially with the findings.

The Seaside City Council responds to the findings as follows:

F1. “The City’s website is not updated or easy to navigate, creating a lack of governmental transparency resulting in a disservice to residents and visitors.”

Response F1: The respondent agrees with the finding.

F2. “Minimal Spanish language content on the City’s website results in limited site utility to a significant number of residents.”

Response F2: The respondent disagrees partially with the finding. The City’s website has Google translation embedded on its site and while Google translation is a good tool for providing basic translation services, it is not perfect. Google translation can sometimes produce inaccurate or misleading translations, which could lead to confusion and frustration for users. Additionally, Google translation does not always translate the tone or intent of the original text, which could lead to misunderstandings. The City of Seaside has acknowledged the importance of providing access to its website to all residents, regardless of language. The City is committed to providing more Spanish language content on its website, and it is working to improve the accuracy and reliability of Google translation.

Include, Innovate, Inspire

In the meantime, the City encourages Spanish-speaking residents to contact the City for assistance if they have difficulty understanding the website [and this is noted on the webpage?]. The City has bilingual staff who can help residents translate website content or answer questions in Spanish.

- F3. “Lack of documentation and reporting of illegal fireworks Calls for Service and complaints throughout the year does not provide the City Council with adequate information to make decisions regarding the health and safety of residents and visitors.”**

Response F3: The respondent disagrees wholly with the finding. All fireworks calls are documented in the Dispatched logs held by the Monterey County Communications Center. We do have sporadic calls related to fireworks, but we have determined decades ago, the issue is prevalent during New Year's & the 4th of July. We have reported this to Seaside City Council and the community for decades.

- F4. “The Flock Safety gunshot detection system’s inability to distinguish gunshots from illegal fireworks renders the system useless in combating the use of illegal fireworks in the City of Seaside.”**

Response F4: The respondent disagrees wholly with the finding. This system, which has not been deployed, captures explosions consistent with gunfire. Flock cannot yet commit to distinguishing what object is the root cause for an explosion, but they are in the works for enhancing their technology to distinguish such explosions. Again, if the system can capture an explosion already, we do not consider that useless.

- F5. “The City’s planning efforts and focus on illegal fireworks enforcement exclusively during the Fourth of July holiday period does not adequately serve the health and safety needs of residents and visitors throughout the year.”**

Response F5: The respondent disagrees wholly with the finding. Our planning efforts are robust and more involved than any other Monterey County agency facing the same issue. We also evaluate collisions, violence and fires, and all of those severe public safety concerns are extremely low considering all the activity we have during both holidays. We do not catch every person engaging in illegal fireworks activity, but we do issue multiple citations. There are hundreds, if not thousands of people involved in illegal fireworks activity. Expecting to catch everyone is no different than expecting CHP to catch every speeder on the freeway.

F6. “Current efforts by the City to convene a regional illegal fireworks task force are not sufficiently organized to develop meaningful strategies to combat the sale, possession, and use of illegal fireworks and renders it ineffective.”

Response F6: The respondent disagrees wholly with the finding. This is a very strong opinion for a process that has not formally launched. We had a pilot of our efforts for this past New Year's and saw a reduction. We are still working to build up our collaboration, but it will take some time. Again, this is another step we have taken to combat this issue. To render this effort ineffective is irresponsible.

F7. “The limited data collected and compiled by the City does not provide adequate information for the City Council to fully understand, prioritize and address the scope of the illegal fireworks problem.”

Response F7: The respondent disagrees partially with the finding. The information shared is detailed and complete. This past year, we even provided information on a hostile crowd that attempted to surround our staff and threatened violence. The priority of illegal fireworks has been on the forefront our community for many years. It has been a serious challenge to curb it, due to the culture that has formed out of it.

In regards to the recommendations of the Civil Grand Jury, City Manager Jaime M. Fontes, on behalf of the City of Seaside City Council, submits their responses with specification as to whether the recommendations are one of the four options in accordance with California Penal Code section 933.05 (b) (1) – (4):

1. Recommendation has been implemented; or
2. Recommendation has not been implemented but will be implementing noting a timeframe; or
3. Recommendation requires further analysis or study noting a timeframe not to exceed six months from date Grand Jury Report was issued; or
4. Recommendation will not be implemented because it is not warranted or reasonable, with an explanation.

The Seaside City Council responds to the recommendations as follows:

R1. The City of Seaside update the website to reflect current available services and government information and to provide historical continuity of City documents by October 31, 2023

Response R1: The recommendation will be implemented.

R2. The City of Seaside update the website regularly to reflect any changes in governmental information and available services.

Response R1: The recommendation will be implemented.

- R3. The City of Seaside modify the website to enhance the search functions by October 31, 2023.**

Response R1: The recommendation will be implemented.

- R4. The City of Seaside provide updated information in easily understood terms regarding illegal and “Safe and Sane” fireworks, and when and where legal fireworks may be used by October 31, 2023.**

Response R1: The recommendation requires further analysis and will be conducted by December 31, 2023.

- R5. The City of Seaside establish a system to identify and document year-round illegal fireworks Calls for Service by October 31, 2023.**

Response R1: The recommendation has been implemented. This is already done through our Computer Automated Database managed by Monterey County.

- R6. The City of Seaside prepare quarterly reports documenting illegal fireworks calls for Service received throughout the year and present the findings to the City Council.**

Response R1: 4. The recommendation will not be implemented because it is not warranted or reasonable, because this would not be a necessity and would be very ineffective. We get very few calls outside of the two aforementioned holidays. We already have a strong city ordinance, which governs our reporting. This data can be included in our existing report. To allocate additional resources quarterly, would take away from other pressing issues we address throughout the year.

- R7. The City of Seaside make the operations plans and after-action reports for illegal fireworks available on the website by October 31, 2023.**

Response R1: The recommendation has been implemented. This is already done. It can be difficult to search the existing system, but the information is there and even posted on YouTube.

- R8. The City of Seaside maintain contact with Flock Safety regarding future system capability to identify and differentiate the sounds of fireworks from gunshot sounds.**

Response R1: The recommendation has been implemented. This is already being done and was discussed at the related City Council meeting.

R9. The City of Seaside conduct comprehensive year-round community education on illegal fireworks in multiple languages.

Response R1: The recommendation will be implemented. The City of Seaside Police Department are happy to provide educational outreach in multiple languages, but during times leading up to our two holidays.

R10. The City of Seaside enhance public outreach and availability of all information and of city services in multiple languages by October 31, 2023.

Response R1: The recommendation will be implemented. The City of Seaside Human Resources Department is preparing a recruitment within the City Manager's Department, in the City Clerk/Public Affairs Division, for the role of Communications and Community Engagement Specialist.

Commented [SD2]: Do you want to state a time frame? Recruitment and hiring may or may not be done by October 31, 2023.

R11. The City of Seaside expand illegal fireworks operations planning and enforcement to address the use of year-round illegal fireworks by October 31, 2023.

Response R1: The recommendation has been implemented. We have expanded and will be doing so again this year. This is already being done.

R12. The City of Seaside evaluate the effectiveness of a regional task force to resolve the issue of year-round illegal fireworks by October 31, 2023.

Response R1: The recommendation has been implemented. This was conducted in the Police Department's public after action report to City Council on August 3, 2023.

R13. The City of Seaside dedicate the necessary resources to minimize the problem of illegal year-round fireworks.

Response R1: The recommendation has been implemented. The City of Seaside had devoted more resources and support to curb this issue than any other city in our region. They continue to support the police with our requests and needs.

The City Council approved the above response at the August 17, 2023 City Council Regular meeting.

We hope that this information addresses the Grand Jury's findings and recommendations. Please contact if you have any questions or require additional information.

Regards,

Jaime M. Fontes
City Manager

Cc: Seaside City Council