



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING BOARD OF DIRECTORS

Tuesday, October 10, 2023, 9:30 AM
CITY OF SEASIDE CONFERENCE ROOM

BOARD MEMBERS

Ian N. Oglesby
Chair

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
(831) 899-6825

Jerry Blackwelder
First Vice Chair
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054

John Uy
Second Vice Chair
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940
(831) 394-8511

DISTRICT STAFF

Jaime M. Fontes
District Manager
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6701

Nisha Patel
District Engineer
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6884

Reed W. Gallogly
Legal Counsel
County Counsel
168 West Alisal Street
Third Floor
Salinas, CA 93901
(831) 755-5266

Dominique L. Davis
District Clerk
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6707

1. CALL TO ORDER

**2. ROLL CALL - SANITATION DISTRICT
BOARD OF DIRECTORS**

Ian N. Oglesby	Chair
Jerry Blackwelder	First Vice Chair
John Uy	Second Vice Chair

3. 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).

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

**A. APPROVE MINUTES FROM SEPTEMBER 12, 2023,
REGULAR MEETING**

**B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR SEPTEMBER, 2023**

PURPOSE: Receive Seaside County Sanitation District Operations Report for September, 2023.

RECOMMENDATION: Accept reports. This item is presented for information only.

C. APPROVAL OF JUNE THROUGH SEPTEMBER 2023

EXPENDITURE REPORT FOR SEASIDE COUNTY
SANITATION DISTRICT

PURPOSE: Approval of June through September 2023 Expenditures in the amount of \$695,288.47 for the Seaside County Sanitation District.

RECOMMENDATION: Approve the expenditures for June through September 2023 and approve a drawdown request of \$695,288.47.

D. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE RELOCATION OF A SEWER LINE INCLUDED IN THE CITY OF SEASIDE'S CITY HALL AND LIBRARY PARKING LOT REPAVE PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT

PURPOSE: The purpose of this item is for the Board to adopt a resolution approving the plans and specifications for the relocation of a sewer line as part of the City Hall and Library Parking Lot Repave Project, and to consider a reimbursement agreement with the City of Seaside (City) for upgrades to the sanitary sewer system as a part of the City of Seaside City Hall and Library Parking Lot Repaving Project.

RECOMMENDATION: Adopt a resolution:

1. Approving the plans and specifications;
2. Authorizing the reimbursement agreement with the City of Seaside for upgrades to the sanitary sewer system as a part of the City Hall and Library Parking Lot Repaving Project.

6. NEW BUSINESS

7. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda item.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 14, 2023
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. This agenda is posted in compliance with Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#) Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, September 12, 2023 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Oglesby called the meeting to order at 9:33 a.m.

2. ROLL CALL - SANITATION DISTRICT

Present: Blackwelder, Oglesby, Uy

Absent: None

3. REVIEW OF AGENDA

None

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

On motion by First Vice Chair Jerry Blackwelder and seconded by Second Vice Chair John Uy and passed by the following vote, the Seaside County Sanitation District Board moved to approve the Consent Agenda as presented.

RESULT: Approved

AYES: Blackwelder, Oglesby, Uy

NOES: None

A. APPROVE MINUTES FROM AUGUST 8, 2023, REGULAR MEETING

Action: **Approved**

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR AUGUST, 2023.

Action: **Received**

6. NEW BUSINESS

A. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM FATS, OILS, AND GREASE PROGRAM DEVELOPMENT AND TRAINING FOR AN AMOUNT NOT TO EXCEED \$65,869.00

Item was introduced by District Manager Fontes and presented by Carolyn Burke. Professional Service Agreement with Wallace Group to create the FOG program. Selection of Wallace Group was done by an RFP. The application and inspection fee is charged to the business.

On motion by First Vice Chair Jerry Blackwelder and seconded by Second Vice Chair John Uy and passed by the following vote, the Seaside County Sanitation District moved to adopt resolution authorizing a professional services agreement with Wallace Group to perform fats, oils, and grease program development and training for an amount not to exceed \$65,869.00.

RESULT: **Adopted**

AYES: Blackwelder, Oglesby, Uy

NOES: None

7. STAFF REPORTS

Caroly Burke reported the status of the CIP completed projects. She will get back to the Board at the next scheduled meeting.

8. BOARD MEMBERS COMMENTS

Second Vice Chair Uy thanked staff for the work done for SCSD.

9. ADJOURNMENT

On motion, the meeting was adjourned at 9:45 a.m.

Respectfully Submitted,

Dominique L. Davis, District Clerk

Ian N. Oglesby, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Jaime M. Fontes, District Manager

BY: Nisha Patel, Public Works Director/City Engineer
Billy Thomas, Junior Engineer

DATE: October 10, 2023

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR SEPTEMBER, 2023**

PURPOSE

Receive Seaside County Sanitation District Operations Report for September, 2023.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for September, 2023.

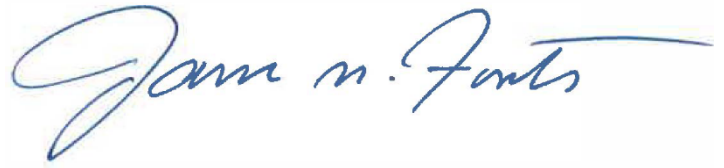
FISCAL IMPACT

There is no fiscal impact associated with this item.

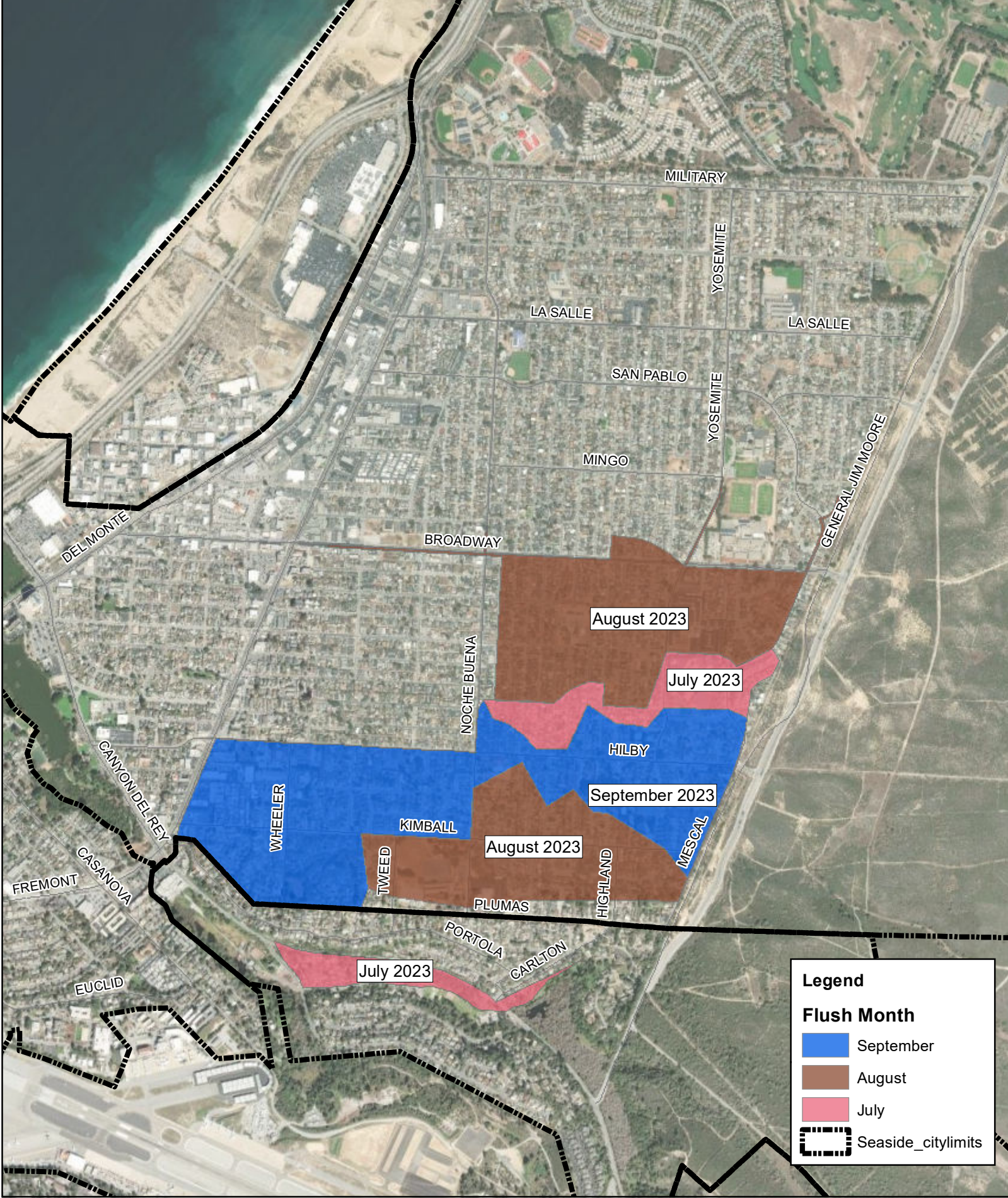
ATTACHMENTS

1. Flush Map_September_23-24
 2. Monthly Sanitation Report September_23-24
-

Reviewed for Submission to the
Board by:

A handwritten signature in blue ink, reading "Jaime M. Fontes". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

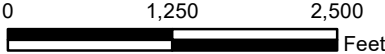
Jaime M. Fontes, District Manager



Legend

Flush Month

- September
- August
- July
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2023-2024

Seaside County Sanitation District Operations Report

Fiscal Year 2023/2024 Month of September

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	0	5,496	0	0	28,440	84,042	28,440	89,538
Main Line Video	0	0	0	0	2,500	6,300	2,500	6,300
Main Lines Treated for Grease Controll (Jet Power II)	783	1,307	277	831	7,313	20,361	8,373	22,499
Mainline Root Treatment	0	0	0	0	0	0	0	0
Stoppages								
Main Line	0	0	0	0	0	3	0	3
Laterals	0	0	0	0	0	4	0	4
SSO's	0	0	0	0	0	2	0	2

Sewer Repairs

None

Sewer Video (Outside of regular maintenance work)

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Overflow/SSO Locations

Del Rey Oaks

None

Sand City

None

Seaside

None



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Jaime M. Fontes, District Manager

BY: Victor Damiani, Finance Director
Juan Amaya Hernandez, Financial Analyst

DATE: October 10, 2023

**SUBJECT: APPROVAL OF JUNE THROUGH SEPTEMBER 2023 EXPENDITURE
REPORT FOR SEASIDE COUNTY SANITATION DISTRICT**

PURPOSE

Approval of June through September 2023 Expenditures in the amount of \$695,288.47 for the Seaside County Sanitation District.

RECOMMENDATION

Approve the expenditures for June through September 2023 and approve a drawdown request of \$695,288.47.

BACKGROUND

The expenditures breakdown for June through September 2023 is as follow: June 2023 \$482,572.53; July 2023 \$98,172.10; August 2023 \$59,575.98 and the expenditures for September 2023 were \$54,967.86. The local cash balance as of September 30, 2023 was \$794,726.99 and the cash balance with the County was \$2,125,347.03. A drawdown in the amount of \$695,288.47 is being requested for June through September 2023 expenses.

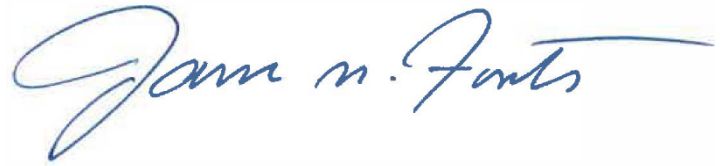
FISCAL IMPACT

No Fiscal impact.

ATTACHMENTS

1. June 2023 expenditures spreadsheet
 2. July 2023 expenditures spreadsheet
 3. August 2023 expenditures spreadsheet
 4. September 2023 expenditures spreadsheet
 5. October 23 Meeting EFT Form-Public
-

Reviewed for Submission to the
Board by:



Jaime M. Fontes, District Manager

**Seaside County Sanitation District
Year-to-Date 2022-2023 Expenses
JUNE 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	23,710.13	22,178.45	1,531.68
951-8810-0002	OVERTIME	-	-	-
951-8810-0004	UNIFORM ALLOWANCE	-	-	-
951-8810-0006	WORKERS COMPENSATION	2,640.74	2,420.68	220.06
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	297.42	297.42	-
951-8810-0012	VACATION/COMP TIME PAYOFF	223.07	223.07	-
951-8810-0016	DEFERRED COMPENSATION	371.34	356.32	15.02
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	477.90	438.07	39.83
951-8810-0031	PERS PENSION	10,296.49	8,187.01	2,109.48
951-8810-0032	PARS PENSION	1,533.36	1,267.83	265.53
951-8810-0033	LIUNA PENSION	8.00	8.00	-
951-8810-0041	MEDICAL INSURANCE	6,270.05	6,076.73	193.32
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	336.14	329.23	6.91
951-8810-0061	VISION INSURANCE	32.31	31.38	0.93
951-8810-0071	LTD	52.89	51.25	1.64
951-8810-0081	LIFE INSURANCE	53.57	51.88	1.69
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	334.38	312.56	21.82
951-8810-1022	LEGAL SERVICES	9,302.40	7,942.40	1,360.00
951-8810-1025	CITY AUDIT	7,500.00	7,500.00	-
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	432.60	-	432.60
951-8810-1030	CONSULTANT	400.00	400.00	-
951-8810-1033	FITNESS PROGRAM	17.94	17.94	-
951-8810-1040	PROPERTY TAX ADMIN FEES	3,075.00	3,075.00	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	3,453.00	3,453.00	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

Seaside County Sanitation District
Year-to-Date 2022-2023 Expenses
JUNE 2023

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	82.28	21.68	60.60
951-8810-3095	DEPARTMENT CONSUMABLES	499.82	499.82	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	257.40	-	257.40
951-8810-4122	DUES AND MEMBERSHIPS	298.00	96.00	202.00
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	1,867.41	1,721.70	145.71
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	269,808.69	269,808.69	-
951-8810-9395	VEHICLE MAINTENANCE	37,705.40	34,563.28	3,142.12
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	4,878.97	4,472.39	406.58
951-8810-9398	CENTRAL SERVICE CHARGES	181,939.20	-	181,939.20
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	280,792.66	249,949.78	30,842.88
951-8820-0002	OVERTIME	36,670.87	27,477.98	9,192.89
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	36,270.62	33,248.07	3,022.55
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	259.52	259.52	-
951-8820-0012	VACATION/COMP TIME PAYOFF	2,708.85	2,708.85	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	3,436.73	3,203.54	233.19
951-8820-0017	PARS-ARS 457	-	-	-
951-8820-0020	PART-TIME HOURLY WAGES	-	-	-
951-8820-0030	PERS PENSION OB BOND	2,143.51	1,964.88	178.63
951-8820-0031	PERS PENSION	68,713.11	55,231.28	13,481.83
951-8820-0032	PARS PENSION	-	-	-
951-8820-0033	LIUNA PENSION	1,945.30	1,745.49	199.81
951-8820-0041	MEDICAL INSURANCE	67,064.70	62,030.27	5,034.43
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	20,706.00	20,706.00	-
951-8820-0051	DENTAL INSURANCE-GARDIAN	3,551.63	3,438.31	113.32
951-8820-0061	VISION INSURANCE	329.86	308.35	21.51
951-8820-0071	LTD	457.63	441.67	15.96
951-8820-0081	LIFE INSURANCE	416.77	402.53	14.24
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	4,016.08	3,582.92	433.16
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

Seaside County Sanitation District
Year-to-Date 2022-2023 Expenses
JUNE 2023

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	1,196.25	1,196.25	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	92.51	97.39	(4.88)
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	3,648.09	3,218.49	429.60
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	75.00	75.00	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	461.10	-	461.10
951-8820-2073	SUBCONTRACTED WORK	85,725.54	40,047.18	45,678.36
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	18,487.39	13,160.19	5,327.20
951-8820-3097	SAFETY EQUIPMENT	2,134.72	1,265.33	869.39
951-8820-3102	COMPUTER SUPPLIES	3,500.00	1,312.54	2,187.46
951-8820-4121	MEETINGS AND TRAVEL	3,519.00	3,120.00	399.00
951-8820-4122	DUES AND MEMBERSHIPS	7,397.25	5,739.44	1,657.81
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	11,765.95	9,940.01	1,825.94
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	33,000.00	33,000.00	-
951-8820-8198	FOG PROGRAM	1,635.00	1,635.00	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	16,513.44	15,137.32	1,376.12
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	(577.80)	312.60	(890.40)
951-8820-9605	INTEREST EXPENSE	1.87	1.87	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		1,286,215.05	971,759.83	314,455.22

**Seaside County Sanitation District
Year-to-Date 2022-2023 Expenses
JUNE 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	-	-	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		-	-	-
953-8820-0016	DEFERRED COMPENSATION	-	-	-
953-8820-0031	PERS PENSION	-	-	-
953-8820-0032	PARS PENSION	-	-	-
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	-	-	-
953-8820-0051	DENTAL INSURANCE	-	-	-
953-8820-0061	VISION INSURANCE	-	-	-
953-8820-0071	LTD	-	-	-
953-8820-0081	LIFE INSURANCE	-	-	-
953-8820-0092	MEDICARE TAX	-	-	-
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	1,008,963.08	851,279.82	157,683.26

**Seaside County Sanitation District
Year-to-Date 2022-2023 Expenses
JUNE 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	-	-	-
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	10,434.05	-	10,434.05
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	-	-	-
953-8820-9219	SEWER LATERAL PROGRAM	-	-	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	300.00	-	300.00
		1,019,697.13	851,279.82	168,417.31
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	59,162.00	59,162.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		59,162.00	59,162.00	-
			951-1009	314,455.22
			952-1009	-
			953-1009	168,417.31
			954-1009	-
JUNE 2023 DRAWDOWN				482,872.53

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
JULY 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	1,277.35	-	1,277.35
951-8810-0002	OVERTIME	-	-	-
951-8810-0004	UNIFORM ALLOWANCE	-	-	-
951-8810-0006	WORKERS COMPENSATION	316.57	-	316.57
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8810-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8810-0016	DEFERRED COMPENSATION	19.96	-	19.96
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	8.31	-	8.31
951-8810-0031	PERS PENSION	132.90	-	132.90
951-8810-0032	PARS PENSION	158.89	-	158.89
951-8810-0033	LIUNA PENSION	8.00	-	8.00
951-8810-0041	MEDICAL INSURANCE	274.78	-	274.78
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	6.86	-	6.86
951-8810-0061	VISION INSURANCE	1.17	-	1.17
951-8810-0071	LTD	1.67	-	1.67
951-8810-0081	LIFE INSURANCE	1.69	-	1.69
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	17.84	-	17.84
951-8810-1022	LEGAL SERVICES	-	-	-
951-8810-1025	CITY AUDIT	-	-	-
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
JULY 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	-	-	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	145.71	-	145.71
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	-	-	-
951-8810-9395	VEHICLE MAINTENANCE	5,089.32	-	5,089.32
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	308.68	-	308.68
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	17,556.97	-	17,556.97
951-8820-0002	OVERTIME	211.10	-	211.10
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	4,348.21	-	4,348.21
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	230.78	-	230.78
951-8820-0017	PARS-ARS 457	-	-	-
951-8820-0020	PART-TIME HOURLY WAGES	-	-	-
951-8820-0030	PERS PENSION OB BOND	202.03	-	202.03
951-8820-0031	PERS PENSION	1,563.82	-	1,563.82
951-8820-0032	PARS PENSION	-	-	-
951-8820-0033	LIUNA PENSION	103.37	-	103.37
951-8820-0041	MEDICAL INSURANCE	4,867.53	-	4,867.53
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	3,616.00	-	3,616.00
951-8820-0051	DENTAL INSURANCE-GARDIAN	137.51	-	137.51
951-8820-0061	VISION INSURANCE	18.77	-	18.77
951-8820-0071	LTD	20.59	-	20.59
951-8820-0081	LIFE INSURANCE	19.01	-	19.01
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	247.33	-	247.33
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
JULY 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	-	-	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	3.37	-	3.37
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	65.07	-	65.07
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	-	-	-
951-8820-2073	SUBCONTRACTED WORK	-	-	-
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8820-3097	SAFETY EQUIPMENT	-	-	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	-	-	-
951-8820-4122	DUES AND MEMBERSHIPS	-	-	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	-	-	-
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	-	-	-
951-8820-8198	FOG PROGRAM	1,733.00	-	1,733.00
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	1,044.94	-	1,044.94
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	-	-	-
951-8820-9605	INTEREST EXPENSE	-	-	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		43,759.10	-	43,759.10

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
JULY 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	-	-	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		-	-	-
953-8820-0016	DEFERRED COMPENSATION	-	-	-
953-8820-0031	PERS PENSION	-	-	-
953-8820-0032	PARS PENSION	-	-	-
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	-	-	-
953-8820-0051	DENTAL INSURANCE	-	-	-
953-8820-0061	VISION INSURANCE	-	-	-
953-8820-0071	LTD	-	-	-
953-8820-0081	LIFE INSURANCE	-	-	-
953-8820-0092	MEDICARE TAX	-	-	-
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
JULY 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	-	-	-
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	-	-	-
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	-	-	-
953-8820-9219	SEWER LATERAL PROGRAM	-	-	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	-	-	-
		-	-	-
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	54,413.00	-	54,413.00
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		54,413.00	-	54,413.00
			951-1009	43,759.10
			952-1009	-
			953-1009	-
			954-1009	54,413.00
JULY 2023 DRAWDOWN				98,172.10

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
AUGUST 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	2,495.15	1,277.35	1,217.80
951-8810-0002	OVERTIME	-	-	-
951-8810-0004	UNIFORM ALLOWANCE	-	-	-
951-8810-0006	WORKERS COMPENSATION	633.15	316.57	316.58
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8810-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8810-0016	DEFERRED COMPENSATION	39.90	19.96	19.94
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	16.65	8.31	8.34
951-8810-0031	PERS PENSION	248.87	132.90	115.97
951-8810-0032	PARS PENSION	370.15	158.89	211.26
951-8810-0033	LIUNA PENSION	8.00	8.00	-
951-8810-0041	MEDICAL INSURANCE	532.46	274.78	257.68
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	20.73	6.86	13.87
951-8810-0061	VISION INSURANCE	2.37	1.17	1.20
951-8810-0071	LTD	5.04	1.67	3.37
951-8810-0081	LIFE INSURANCE	5.25	1.69	3.56
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	35.10	17.84	17.26
951-8810-1022	LEGAL SERVICES	-	-	-
951-8810-1025	CITY AUDIT	5,222.00	-	5,222.00
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
AUGUST 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	-	-	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	291.42	145.71	145.71
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	-	-	-
951-8810-9395	VEHICLE MAINTENANCE	10,178.69	5,089.32	5,089.37
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	617.42	308.68	308.74
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	41,441.53	17,556.97	23,884.56
951-8820-0002	OVERTIME	661.02	211.10	449.92
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	8,696.44	4,348.21	4,348.23
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	560.50	230.78	329.72
951-8820-0017	PARS-ARS 457	-	-	-
951-8820-0020	PART-TIME HOURLY WAGES	-	-	-
951-8820-0030	PERS PENSION OB BOND	404.08	202.03	202.05
951-8820-0031	PERS PENSION	3,800.47	1,563.82	2,236.65
951-8820-0032	PARS PENSION	-	-	-
951-8820-0033	LIUNA PENSION	258.49	103.37	155.12
951-8820-0041	MEDICAL INSURANCE	12,057.15	4,867.53	7,189.62
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	5,424.00	3,616.00	1,808.00
951-8820-0051	DENTAL INSURANCE-GARDIAN	385.30	137.51	247.79
951-8820-0061	VISION INSURANCE	40.66	18.77	21.89
951-8820-0071	LTD	60.95	20.59	40.36
951-8820-0081	LIFE INSURANCE	57.15	19.01	38.14
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	583.00	247.33	335.67
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
AUGUST 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	-	-	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	10.12	3.37	6.75
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	549.62	65.07	484.55
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	-	-	-
951-8820-2073	SUBCONTRACTED WORK	150.00	-	150.00
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	977.93	-	977.93
951-8820-3097	SAFETY EQUIPMENT	-	-	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	600.00	-	600.00
951-8820-4122	DUES AND MEMBERSHIPS	576.00	-	576.00
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	1,130.78	-	1,130.78
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	-	-	-
951-8820-8198	FOG PROGRAM	1,733.00	1,733.00	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	2,089.89	1,044.94	1,044.95
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	-	-	-
951-8820-9605	INTEREST EXPENSE	-	-	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		102,970.43	43,759.10	59,211.33

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
AUGUST 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	-	-	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		-	-	-
953-8820-0016	DEFERRED COMPENSATION	-	-	-
953-8820-0031	PERS PENSION	-	-	-
953-8820-0032	PARS PENSION	-	-	-
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	-	-	-
953-8820-0051	DENTAL INSURANCE	-	-	-
953-8820-0061	VISION INSURANCE	-	-	-
953-8820-0071	LTD	-	-	-
953-8820-0081	LIFE INSURANCE	-	-	-
953-8820-0092	MEDICARE TAX	-	-	-
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
AUGUST 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	-	-	-
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	364.65	-	364.65
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	-	-	-
953-8820-9219	SEWER LATERAL PROGRAM	-	-	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	-	-	-
		364.65	-	364.65
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	54,413.00	54,413.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		54,413.00	54,413.00	-
			951-1009	59,211.33
			952-1009	-
			953-1009	364.65
			954-1009	-
AUGUST 2023 DRAWDOWN				59,575.98

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
SEPTEMBER 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	3,854.57	2,495.15	1,359.42
951-8810-0002	OVERTIME	-	-	-
951-8810-0004	UNIFORM ALLOWANCE	-	-	-
951-8810-0006	WORKERS COMPENSATION	633.15	633.15	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8810-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8810-0016	DEFERRED COMPENSATION	59.86	39.90	19.96
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	16.65	16.65	-
951-8810-0031	PERS PENSION	378.33	248.87	129.46
951-8810-0032	PARS PENSION	605.83	370.15	235.68
951-8810-0033	LIUNA PENSION	8.00	8.00	-
951-8810-0041	MEDICAL INSURANCE	790.12	532.46	257.66
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	34.58	20.73	13.85
951-8810-0061	VISION INSURANCE	3.67	2.37	1.30
951-8810-0071	LTD	9.53	5.04	4.49
951-8810-0081	LIFE INSURANCE	9.99	5.25	4.74
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	54.43	35.10	19.33
951-8810-1022	LEGAL SERVICES	747.90	-	747.90
951-8810-1025	CITY AUDIT	5,222.00	5,222.00	-
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	376.25	-	376.25
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
SEPTEMBER 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	9.08	-	9.08
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	-	-	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	437.13	291.42	145.71
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	-	-	-
951-8810-9395	VEHICLE MAINTENANCE	10,178.69	10,178.69	-
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	617.42	617.42	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	70,308.30	41,441.53	28,866.77
951-8820-0002	OVERTIME	1,490.18	661.02	829.16
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	8,696.44	8,696.44	-
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	920.36	560.50	359.86
951-8820-0017	PARS-ARS 457	-	-	-
951-8820-0020	PART-TIME HOURLY WAGES	-	-	-
951-8820-0030	PERS PENSION OB BOND	404.08	404.08	-
951-8820-0031	PERS PENSION	6,379.40	3,800.47	2,578.93
951-8820-0032	PARS PENSION	-	-	-
951-8820-0033	LIUNA PENSION	418.49	258.49	160.00
951-8820-0041	MEDICAL INSURANCE	19,799.39	12,057.15	7,742.24
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	5,424.00	5,424.00	-
951-8820-0051	DENTAL INSURANCE-GARDIAN	631.91	385.30	246.61
951-8820-0061	VISION INSURANCE	64.09	40.66	23.43
951-8820-0071	LTD	117.01	60.95	56.06
951-8820-0081	LIFE INSURANCE	100.64	57.15	43.49
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	995.56	583.00	412.56
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
SEPTEMBER 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	100.00	-	100.00
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	16.87	10.12	6.75
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	965.98	549.62	416.36
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	-	-	-
951-8820-2073	SUBCONTRACTED WORK	2,554.22	150.00	2,404.22
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	2,381.60	977.93	1,403.67
951-8820-3097	SAFETY EQUIPMENT	-	-	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	600.00	600.00	-
951-8820-4122	DUES AND MEMBERSHIPS	576.00	576.00	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	4,377.00	1,130.78	3,246.22
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	-	-	-
951-8820-8198	FOG PROGRAM	1,733.00	1,733.00	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	2,089.89	2,089.89	-
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	-	-	-
951-8820-9605	INTEREST EXPENSE	-	-	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		155,191.59	102,970.43	52,221.16

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
SEPTEMBER 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	-	-	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		-	-	-
953-8820-0016	DEFERRED COMPENSATION	-	-	-
953-8820-0031	PERS PENSION	-	-	-
953-8820-0032	PARS PENSION	-	-	-
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	-	-	-
953-8820-0051	DENTAL INSURANCE	-	-	-
953-8820-0061	VISION INSURANCE	-	-	-
953-8820-0071	LTD	-	-	-
953-8820-0081	LIFE INSURANCE	-	-	-
953-8820-0092	MEDICARE TAX	-	-	-
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2023-2024 Expenses
SEPTEMBER 2023**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	-	-	-
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	3,111.35	364.65	2,746.70
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	-	-	-
953-8820-9219	SEWER LATERAL PROGRAM	-	-	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	-	-	-
		3,111.35	364.65	2,746.70
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	54,413.00	54,413.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		54,413.00	54,413.00	-
			951-1009	52,221.16
			952-1009	-
			953-1009	2,746.70
			954-1009	-
SEPTEMBER 2023 DRAWDOWN				54,967.86

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

DEBIT : COUNTY OF MONTEREY
 Account Number : Wells Fargo Bank
 Account Name : Monterey County Treasurer

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

Pay to Bank :

Account No.

Routing No.

Customer Name: CITY OF SEASIDE

Amount : \$ **695,288.47**

AUTHORIZED SIGNATURES:

1

2

3

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

TREASURER : PROCESS TRANSFER, ENTER DATE OF TRANSFER, SIGN FORM AND RETURN TO AUDITOR

AUDITOR

TREASURER

Ana Estrada

Deputy Auditor

Date

Deputy Treasurer

Date of Transfer

For Auditor-Controller Office use only

Period

JV Number

Budget Yr.

Date

Total

DESCRIPTION	AT	FD	BU	ORG	ACCT	REP	CT	DEBIT	CREDIT
Special District Exp.		603			2530				
Cash		603			1001				

Victor Damiani, Finance Director / Administrative Services (831) 899-6721; SCSD

Expenses for June through September 2023

Prepared By:

Date:

Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Jaime M. Fontes, District Manager

BY: Patrick Grogan, Associate Engineer

DATE: October 10, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE RELOCATION OF A SEWER LINE INCLUDED IN THE CITY OF SEASIDE'S CITY HALL AND LIBRARY PARKING LOT REPAVE PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT

PURPOSE

The purpose of this item is for the Board to adopt a resolution approving the plans and specifications for the relocation of a sewer line as part of the City Hall and Library Parking Lot Repave Project, and to consider a reimbursement agreement with the City of Seaside (City) for upgrades to the sanitary sewer system as a part of the City of Seaside City Hall and Library Parking Lot Repaving Project.

RECOMMENDATION

Adopt a resolution:

1. Approving the plans and specifications;
2. Authorizing the reimbursement agreement with the City of Seaside for upgrades to the sanitary sewer system as a part of the City Hall and Library Parking Lot Repaving Project.

BACKGROUND

The City has started construction on the City Hall and Library Parking Lot Repave Project, which will include repaving the parking lot in front of City Hall and the library,

improving ADA paths of travel, and routing the Sutter Street sewer main from a private easement to the City's parking lot.

The sewer line that runs down the easement from the corner of Sutter Street to Harcourt Avenue is a 6" corrugated metal pipe (CMP) sewer line that is damaged, and has rusted through the wall of the pipe in several locations. The easement is 5 feet wide and is located along the west side of the parcel at 594 Harcourt Avenue. As part of the project, the City is proposing to abandon the existing sewer line in place, fill the line with flowable cementous slurry, and construct a new 8" HDPE sewer main. The new sewer main is to be routed from the manhole on Sutter Street, east of the library, through the library parking lot, and reconnected to the sewer main on Harcourt Avenue.

The City has proposed to perform this work concurrently and with the same construction contract for the City's construction project. The City will then enter into an agreement with SCSD, describing the fiduciary responsibilities of each agency. The attached agreement identifies SCSD as responsible for this utility adjustment per Sections 673 and 680 of the Streets and Highway Code.

The City retained the services of Whitson Engineers (Whitson) and Schaaf & Wheeler (S&W) as the civil engineering firms to design the proposed upgrades. As part of this work, S&W entered into a contract with SCSD on February 1, 2023, for an amount not to exceed \$24,606.00 for project management, data collection and analysis, and pipeline design. The attached agreement proposes that the SCSD pay its share of the actual cost of the work determined on the basis of the actual bid price of the construction contract. The estimated cost to SCSD for their portion of the work being done by the City construction contractor is \$157,215.00. A contingency amount of approximately 15% of the construction cost for unforeseen circumstances associated with the construction has been authorized by the Council. The construction contract was awarded to Monterey Peninsula Engineering at the July 20, 2023 Seaside City Council meeting. The total SCSD amount of the construction cost including contingency, to be reimbursed to the City upon completion of the scope of work of the City project, is \$180,800.00.

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 Categorical Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing parking lot and sanitary sewer utility, and involves negligible or no expansion of use.

FISCAL IMPACT

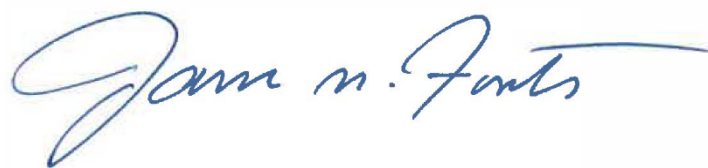
The reimbursement agreement with the City of Seaside which is for upgrades to the

sanitary sewer system as part of the City Hall and Library Parking Lot Repaving Project, is for an estimated amount of \$157,215.00 plus 15% contingency for total amount of \$180,800.00, to be funded from the Sewer Main Replacement fund (Account 953-8820-9215).

ATTACHMENTS

1. Resolution
 2. Plan Set
 3. Specifications
 4. Reimbursement Agreement
 5. Reimbursement Agreement Exhibit A
-

Reviewed for Submission to the
Board by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", with a long horizontal flourish extending to the right.

Jaime M. Fontes, District Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

APPROVING THE PLANS AND SPECIFICATION FOR THE RELOCATION OF A SEWER LINE INCLUDED IN THE CITY OF SEASIDE'S CITY HALL AND LIBRARY PARKING LOT REPAVE PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS A PART OF THE PROJECT

WHEREAS, the Sutter Street Sewer Relocation project is an approved District Capital Improvement Project; and

WHEREAS, the Sutter Street Sewer Relocation project will be completed concurrently and with the construction contract for the City's City Hall and Library Parking Lot Repaving project (Project); and

WHEREAS, Whitson Engineers completed design of the project in May 2023; and

WHEREAS, The City of Seaside (City) is preparing for the construction of the City Hall and Library Parking Lot Repaving Project, which will include repaving the parking lot in front of City Hall and the library, improving ADA paths of travel, and routing the Sutter Street sewer main; and

WHEREAS, the portion of the sewer line which is within the easement at 594 Harcourt Avenue is damaged, and requires replacement; and

WHEREAS, the sewer line is located in close proximity to the structure of the private residence at 594 Harcourt Avenue; and

WHEREAS, in order to avoid trenching or disturbance to private property, it is recommended that the sewer line be rerouted from the manhole on Sutter Street, through the City Hall and library parking lot, to Harcourt Avenue, prior to the placement of the new parking lot pavement; and

WHEREAS, Seaside County Sanitation District (District) is the owner and operator of the sanitary sewer system within the proposed project limits; and

WHEREAS, The District has completed design of the Sutter Street Sewer Main Relocation Project, which includes the abandonment of the existing damaged sewer line, completely filling of said line with flowable slurry, and the construction of a new sewer line through the parking lot area to Harcourt Avenue; and

WHEREAS, The City retained the services of Schaaf & Wheeler (S&W) as the civil engineering firm to design the Sutter Street Sewer Relocation Project; and

WHEREAS, S&W entered into a contract with District on March 2, 2023 for an amount not to exceed \$24,606.00 for the designing the relocation of the damaged sewer line between Sutter Street and Harcourt Avenue; and

WHEREAS, the City proposes to construct line sewer line replacement with the City Hall and Library Parking Lot construction project with the District paying its share of probable cost; and

WHEREAS, Monterey Peninsula Engineering was awarded the construction contract for the project, with a total cost of \$157,215.00 pertaining to the portion of work to be performed for the Sutter Street Sewer Relocation Project; and

WHEREAS, staff recommends that a 15% contingency be applied to the estimated sum as is typical with construction projects, to accommodate unforeseen circumstances and construction management and inspection costs should the need arise; and

WHEREAS, 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 parking lot and sanitary sewer utility and involves negligible or no expansion of use.

NOW THEREFORE, BE IT RESOLVED, that the District approves the plans and specifications for the City Hall and Library Parking Lot Repaving Project dated May 2023; and

BE IT FURTHER RESOLVED, that the District approves a reimbursement agreement, as approved with any minor edits by the District Attorney, with the City of Seaside to pay for upgrades to the sanitary sewer system as part of the City Hall and Library Parking Lot Repaving Project for an estimated amount of \$157,215.00 including a 15% contingency, for a total possible construction amount of \$180,800.00 to be funded from Account No. 953-8820-9215 in the Sewer Main Replacement Fund, and directs the District Finance Manager to make appropriate budget adjustments.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of October 2023, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Ian N. Oglesby, Chair

ATTEST:

Dominique L. Davis, District Clerk



CITY OF SEASIDE

MONTEREY COUNTY, CALIFORNIA

CITY HALL AND LIBRARY

PARKING LOT REPAVING

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.	SEWER PLAN AND PROFILE	C2.2
6.	EROSION & SEDIMENT CONTROL	C3.1
7.	CIVIL DETAILS	C4.1
8.	CIVIL DETAILS	C4.2
9.	CIVIL DETAILS	C4.3
10.	SEWER DETAILS	C4.4



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
SEASIDE MUNICIPAL WATER	831-899-6842
COMCAST (CABLE TELEVISION)	800-945-2288

SCOPE OF WORK

PARKING LOT REPAVING
REPAVE EXISTING CITY HALL AND LIBRARY PARKING LOTS AND ASSOCIATED IMPROVEMENTS INCLUDING CURB, GUTTER, SIDEWALK, CURB RAMPS, SIGNING AND STRIPING.

SEWER RELOCATION
CONSTRUCT AN 8" SEWER MAIN FROM SUTTER STREET TO HARCOURT AVENUE THROUGH THE CITY HALL AND LIBRARY PARKING LOT, AND ABANDON THE EXISTING 6" SEWER THAT IS NO LONGER TO BE USED.



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.
	TITLE SHEET	
	SHEET NO.	C0.1
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE:	
SCALE:	CITY HALL AND LIBRARY PARKING LOT REPAVING	
AS NOTED	DWG FILE NO.	2071.27 CIVIL

APPROVED BY:	NISHA PATEL, CITY ENGINEER	DATE:	
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. PROJECT IS LOCATED IN FEMA ZONE "X". FEMA FIRM PANEL: 06053C0327G.
6. CURB DIMENSIONS, RADII AND OFFSETS SHOWN ARE TO FACE OF CURB.
7. SIDEWALK WIDTHS SHOWN ARE MEASURED FROM BACK OF CURB TO BACK OF WALK OR FACE OF RETAINING CURB WHERE SHOWN.
8. WHERE CURB, GUTTER AND ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
9. CONTRACTOR SHALL PROVIDE AND MAINTAIN 6' CHAIN LINK CONSTRUCTION FENCING AROUND THE WORK AREA TO PROHIBIT PUBLIC ENTRY DURING CONSTRUCTION.
10. 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

- C = 2 CY ±
F = 2 CY ±
EXPORT = 0 CY
ESTIMATED AREA OF SOIL DISTURBANCE = LESS THAN 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 IN AUGUST 2022.
2. BENCHMARK: BRASS DISK ON TOP OF CURB, CITY BENCHMARK "#27 RESET" AT THE CORNER OF CANYON DEL REY BOULEVARD AND HILBY AVENUE. ELEVATION = 25.66' (NAVD88)
3. 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.
4. 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.
5. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
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 MUST 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	
		PROPERTY LINE
		EASEMENT LINE
		SURVEY CONTROL POINT
		SURFACE CONTOUR
		FLOW LINE OR PONDING LIMITS
		PAVEMENT SAWCUT LINE
		GRADING LIMIT
		FENCE
		RETAINING WALL
		REMOVE EXISITING UTILITY
		UTILITY POINT OF CONNECTION
		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. UNLESS OTHERWISE NOTED
		GRADED DEPRESSION
		DETAIL CALLOUT (DETAIL / PAGE)
		CROSS–SECTION CALLOUT

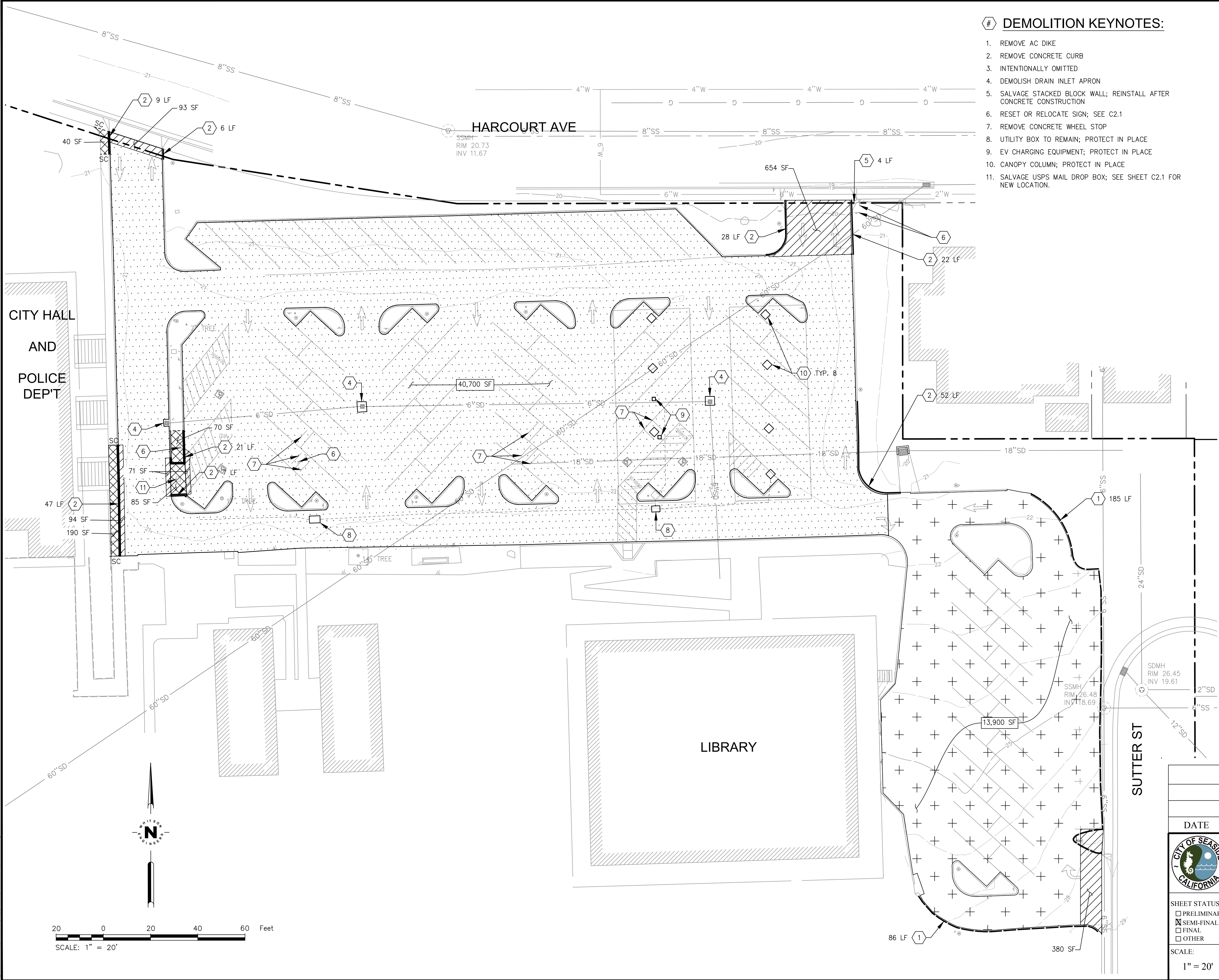
ABBREVIATIONS

±	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
CB	CATCH BASIN
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
GRT	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.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



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 STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET TITLE: CIVIL NOTES AND LEGENDS PROJECT TITLE: CITY HALL AND LIBRARY PARKING LOT REPAVING
SCALE: NONE	PROJECT NO. SHEET NO. C0.2 DWG FILE NO. 2071.27 CIVIL



DEMOLITION KEYNOTES:

1. REMOVE AC DIKE
2. REMOVE CONCRETE CURB
3. INTENTIONALLY OMITTED
4. DEMOLISH DRAIN INLET APRON
5. SALVAGE STACKED BLOCK WALL; REINSTALL AFTER CONCRETE CONSTRUCTION
6. RESET OR RELOCATE SIGN; SEE C2.1
7. REMOVE CONCRETE WHEEL STOP
8. UTILITY BOX TO REMAIN; PROTECT IN PLACE
9. EV CHARGING EQUIPMENT; PROTECT IN PLACE
10. CANOPY COLUMN; PROTECT IN PLACE
11. SALVAGE USPS MAIL DROP BOX; SEE SHEET C2.1 FOR NEW LOCATION.

DEMOLITION PLAN LEGEND

- SC --- SAWCUT LINE
- REMOVE ASPHALT CONCRETE (2" TO 3" THICK) AND AGGREGATE BASE
- REMOVE ASPHALT CONCRETE (2" TO 3" THICK) AND RE-GRADE EX. AB TO REMOVE EXISTING BUMPS / DIPS AS DIRECTED BY THE ENGINEER
- REMOVE CHIP SEAL AND RE-GRADE EX. AB TO REMOVE EXISTING BUMPS / DIPS AS DIRECTED BY THE ENGINEER
- REMOVE CONCRETE SIDEWALK

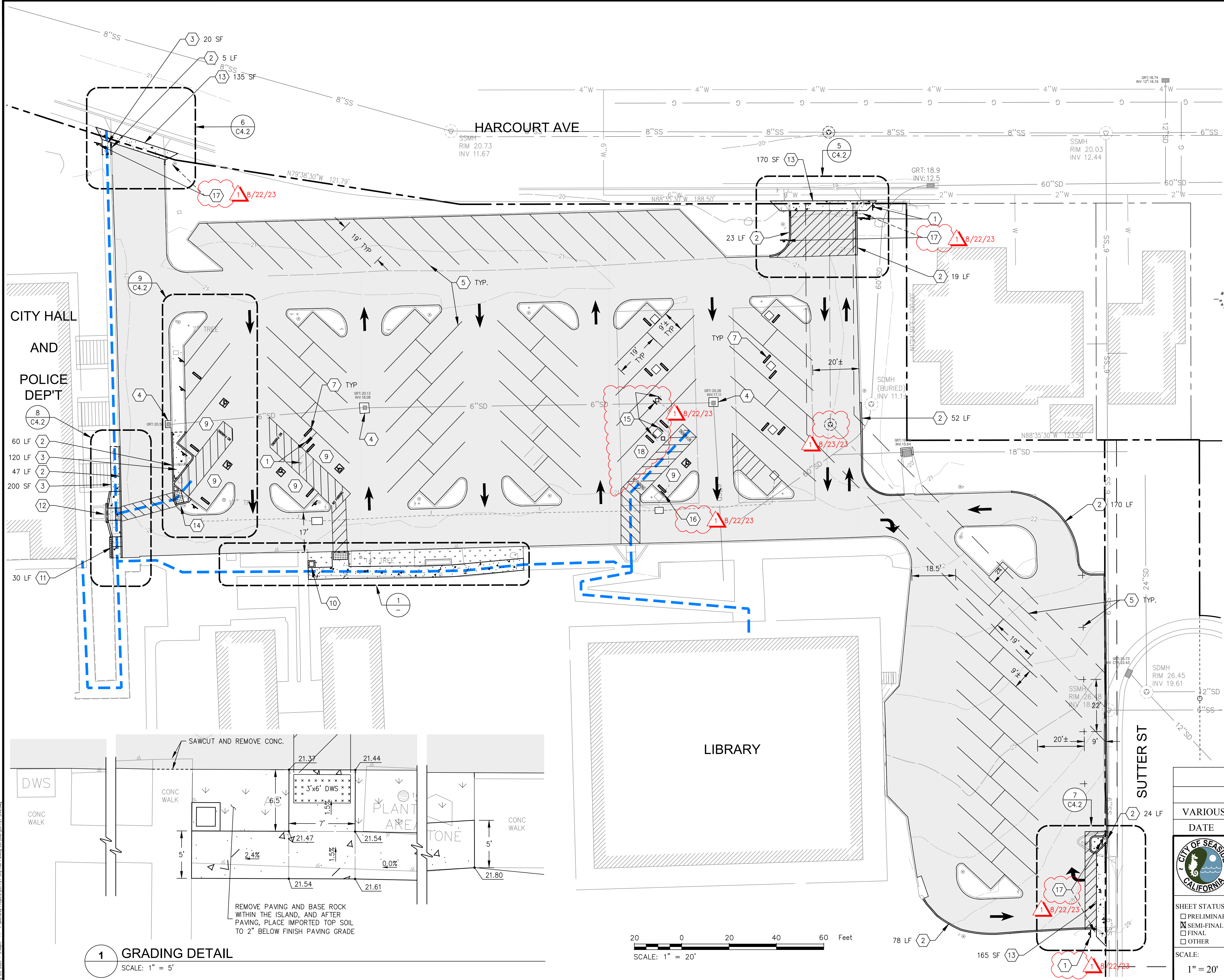
DEMOLITION PLAN NOTES

- 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 1/4 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 FINISHED GRADE ALL OTHER UTILITY COVERS AND BOXES WITHIN WORK AREA, UNLESS OTHERWISE NOTED.
- SALVAGED MATERIALS**
6. 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.



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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO.
	DEMOLITION PLAN	SHEET NO.
	PROJECT TITLE:	C1.1
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	CITY HALL AND LIBRARY PARKING LOT REPAVING	
SCALE: 1" = 20'	DWG FILE NO. 2071.27 CIVIL	



LEGEND

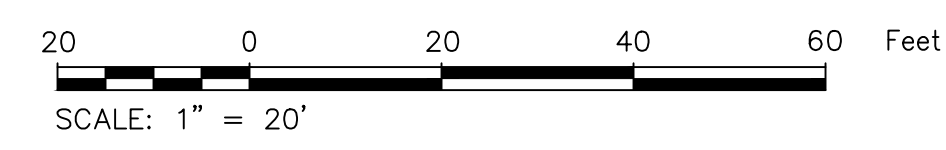
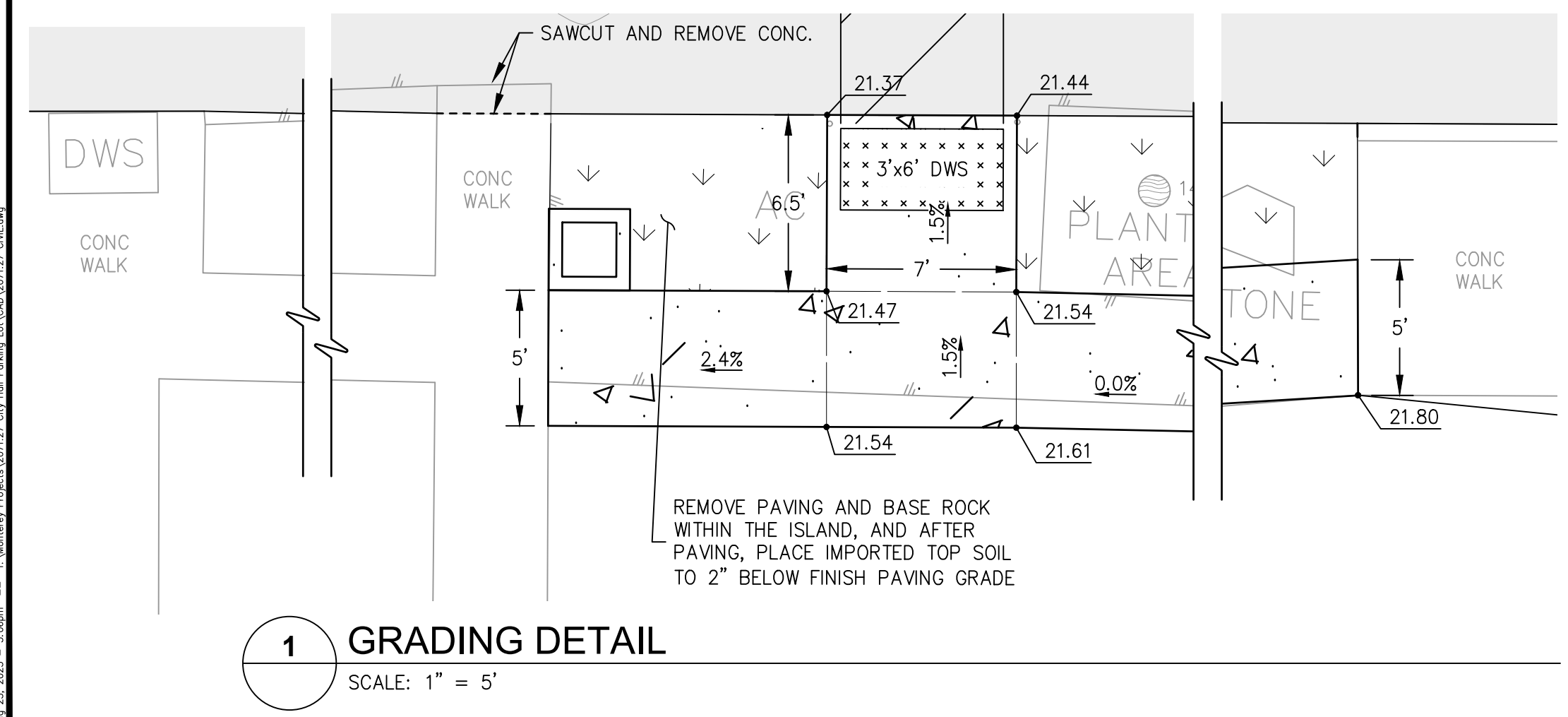
- 3" HMA (1/2" TYPE A) ON RE-COMPACTED EXISTING AB
- CONCRETE PAVING
- 3" HMA ON 6" CL 2 AB
- SAWCUT LINE
- ARROW PAVEMENT MARKING
- ACCESSIBLE PATH OF TRAVEL

CONSTRUCTION KEYNOTES:

- RESET OR RELOCATE EXISTING SIGN PANEL ON NEW POST AND FOUNDATION PER CALTRANS STANDARDS PLAN RS-5 ON SHEET C4.3.
- CONCRETE CURB PER DETAIL S-101 ON SHEET C4.1
- CONCRETE SIDEWALK PER DETAIL S-101 ON SHEET C4.1
- DRAIN INLET APRON PER DETAIL 4 ON SHEET C4.2
- RE-STRIPE PARKING LOT WITH 2-COAT PAINT PER DETAILS. MATCH EXISTING STRIPING LAYOUT.
- INTENTIONALLY OMITTED
- CONCRETE WHEEL STOP PER DETAIL 3 ON SHEET 4.2
- INTENTIONALLY OMITTED
- ACCESSIBLE PARKING PER STANDARD PLAN A90A/C4.1. MINIMUM STALL DIMENSIONS: 9'W x 19'L. FINISHED SLOPES WITHIN PARKING AND LOADING AREAS SHALL NOT EXCEED 2%.
- RELOCATED MAILBOX; CONSTRUCT 3'x3'x6" CONCRETE SLAB AT LOCATION DETERMINED BY THE ENGINEER AND BOLT MAILBOX TO SLAB PER POST OFFICE REQUIREMENTS.
- 6" TO 18" CONCRETE RETAINING CURB PER DETAIL 12 ON SHEET C4.2
- CONCRETE CURB RAMP CASE PER DETAIL A88A ON SHEET C4.3
- RETROFIT PEDESTRIAN PASSAGE PER DETAIL 1 ON SHEET C4.2.
- PASSAGEWAY WITH 36"-DEEP DWS. (FLUSH CURB PAID FOR AS CONCRETE CURB, AND CONCRETE UNDER DWS PAID FOR AS CONCRETE SIDEWALK.)
- INSTALL R113(CA) SIGN ON EXISTING COLUMN/BOLLARD.
- REMOVE EXISTING ACCESSIBLE PARKING SIGN AND INSTALL R99C(CA) SIGN. EXISTING R99B(CA) PLAQUE TO REMAIN.
- REMOVE R100B(CA) (ADA TOW-AWAY) SIGN PANEL FROM EXISTING SIGN ASSEMBLY AND INSTALL R100B(CA) (ADA TOW-AWAY) AND R112(CA) (EV TOW-AWAY) SIGNS ON NEW POST.
- VAN ACCESSIBLE EVCS: NOT MARKED OR SIGNED AS ACCESSIBLE PER CBC 11B-812.8.1.

8/22/23

PARKING SUMMARY:
TOTAL PARKING SPACES (NOT INCLUDING EVCS): 101
VAN ACCESSIBLE: 2
TOTAL ACCESSIBLE: 5
EVCS: 4
VAN ACCESSIBLE: 1 PROVIDED (NOT MARKED/SIGNED, PER 11B-812.8.1.)



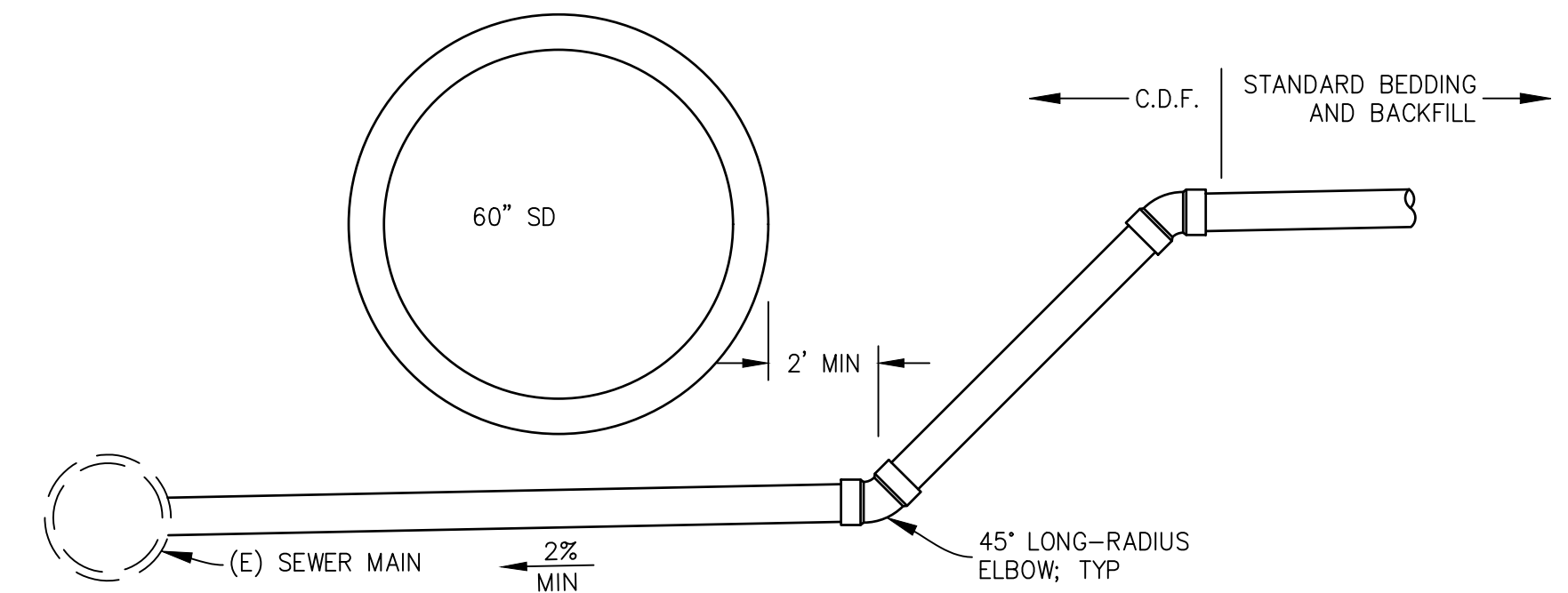
VARIOUS		CONSTRUCTION REVISIONS	
DATE		REVISIONS	
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		SHEET TITLE: CONSTRUCTION PLAN	PROJECT NO.
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		PROJECT TITLE: CITY HALL AND LIBRARY PARKING LOT REPAVING	SHEET NO. C2.1
SCALE: 1" = 20'		DWG FILE NO. 2071.27 CIVIL	



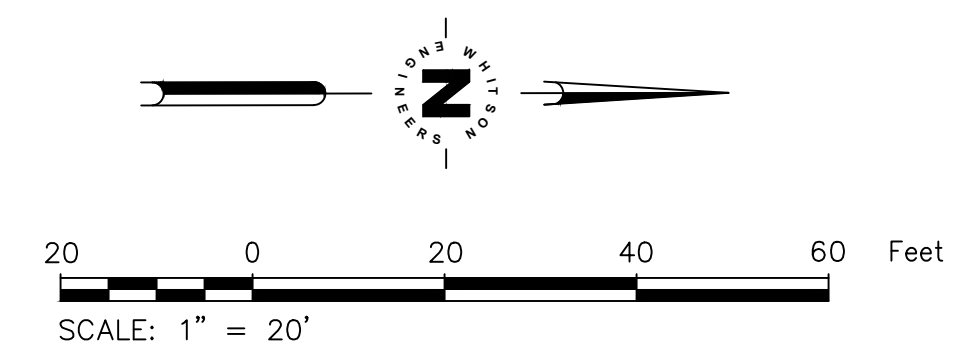
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July 13, 2023, 5:18pm - T:\Users\Project\2071.27 City Hall Parking Lot\2071.27 C2.1.dwg

1. CONTRACTOR TO POTHOLE EXISTING STORM DRAIN AND WATER AT PROPOSED SEWER CROSSING AND PROVIDE ENGINEER WITH DEPTHS AS FIRST ORDER OF WORK.



1 SEWER LATERAL CROSSING 60" SD
- SCALE: NONE



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VARIOUS	 CONSTRUCTION REVISIONS	
DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: SEWER PLAN AND PROFILE PROJECT TITLE: CITY HALL AND LIBRARY PARKING LOT REPAVING	PROJECT NO.
		SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER
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		SHEET NO. C2.2 DWG FILE NO. 2071.27 CIVIL

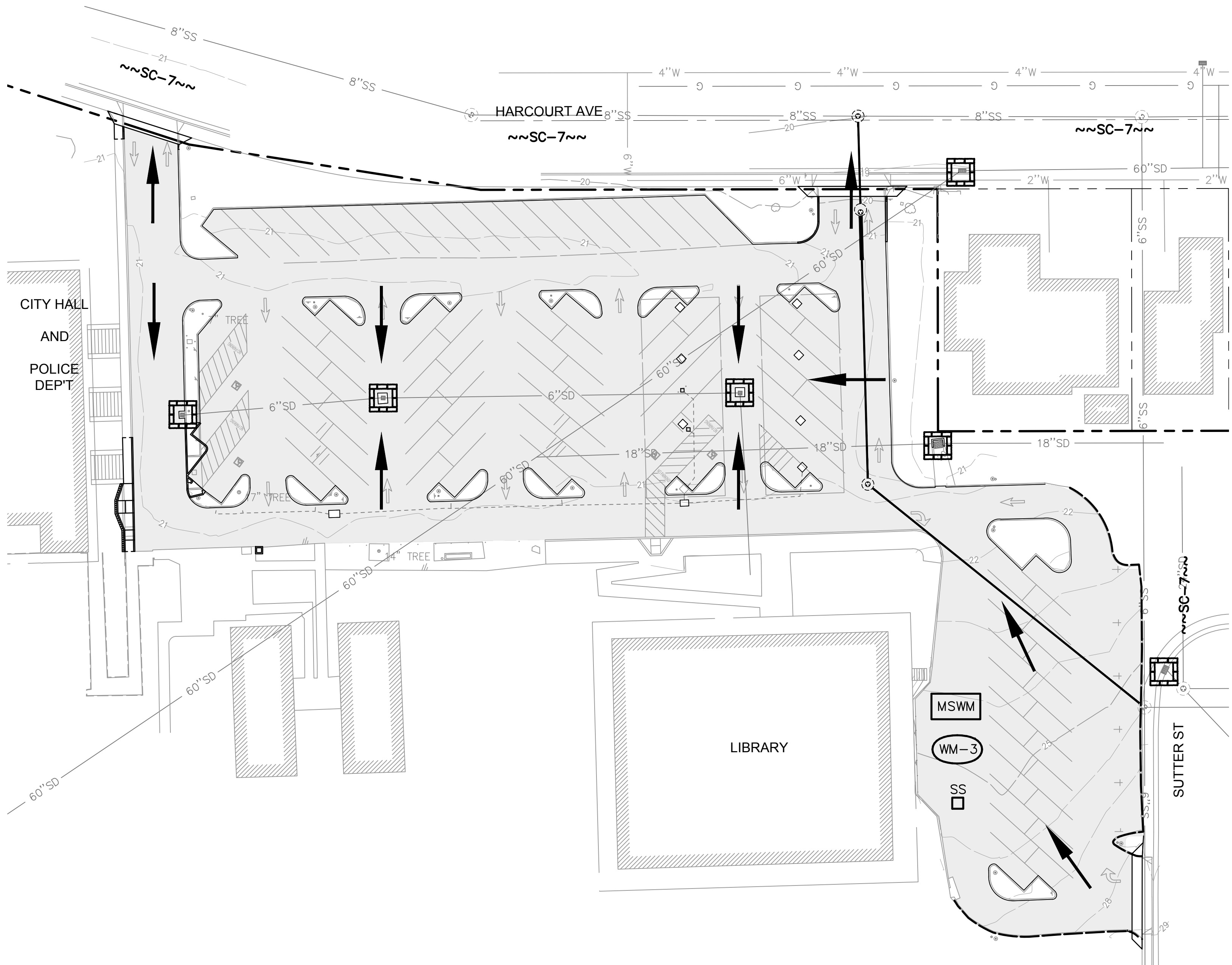
LEGEND

SYMBOL	CASQA BMP #	DESCRIPTION
~SC-7~	SC-7	LIMITS OF STREET SWEEPING
	SC-10	INLET PROTECTION
MSWM		MATERIAL STORAGE AND WASTE MANAGEMENT AREA
WM-3	WM-3	TEMPORARY STOCKPILES
SS	WM-9	SANITARY FACILITIES
	-	DIRECTION OF DRAINAGE

EROSION AND SEDIMENT CONTROL NOTES

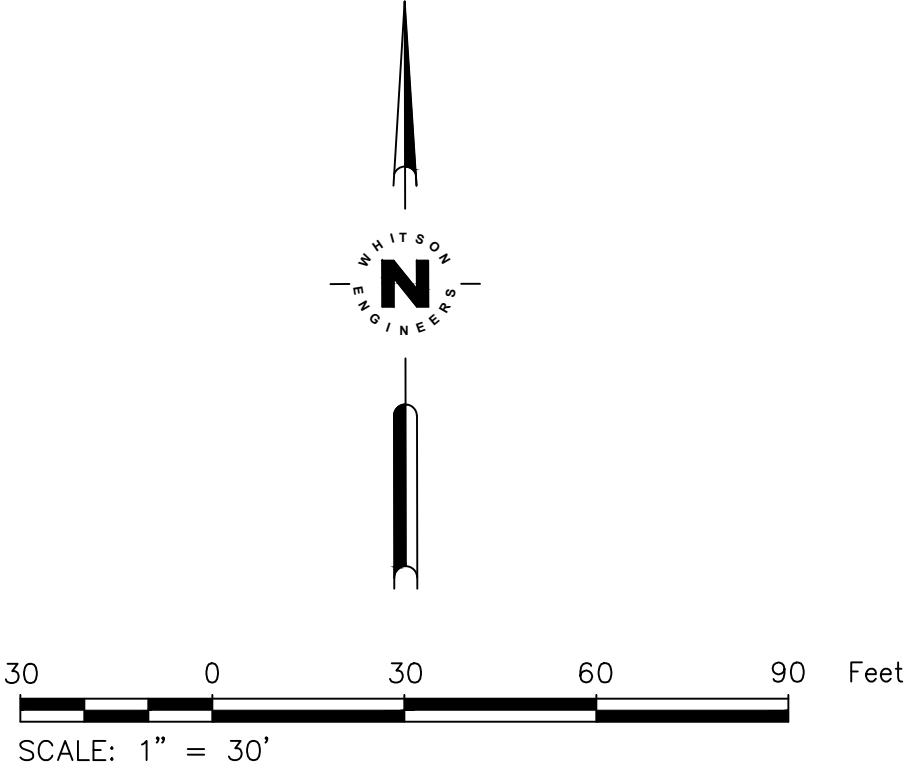
BEST MANAGEMENT PRACTICES (BMPs) AT A MINIMUM, THE FOLLOWING BMPs ARE REQUIRED REGARDLESS OF WEATHER CONDITIONS, AND AS APPLICABLE TO THE PLANNED CONSTRUCTION ACTIVITIES. THE BELOW MEASURES MUST BE INCLUDED ON THE EROSION AND SEDIMENT CONTROL PLAN (ESCP) SUBMITTAL, AS APPLICABLE.

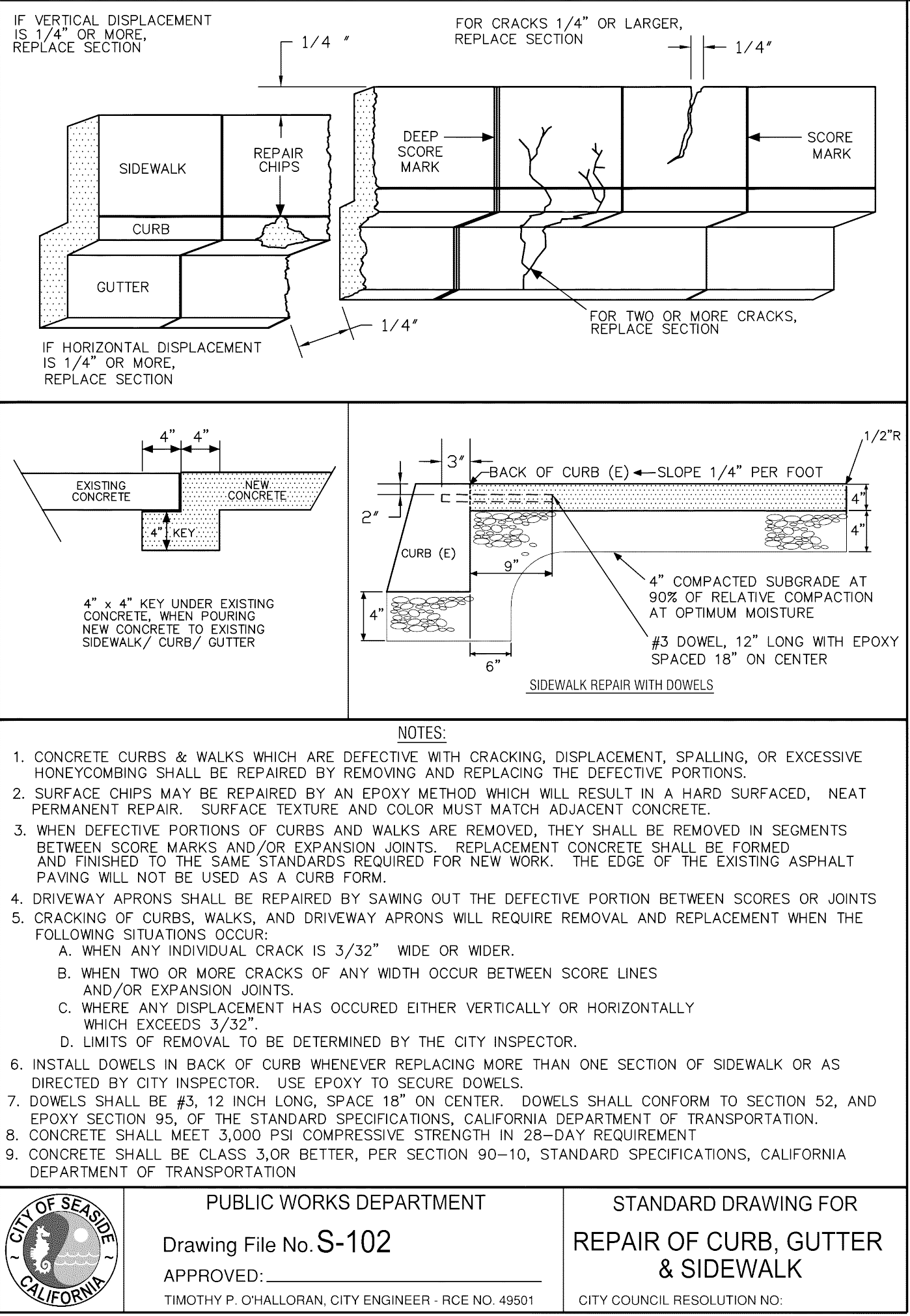
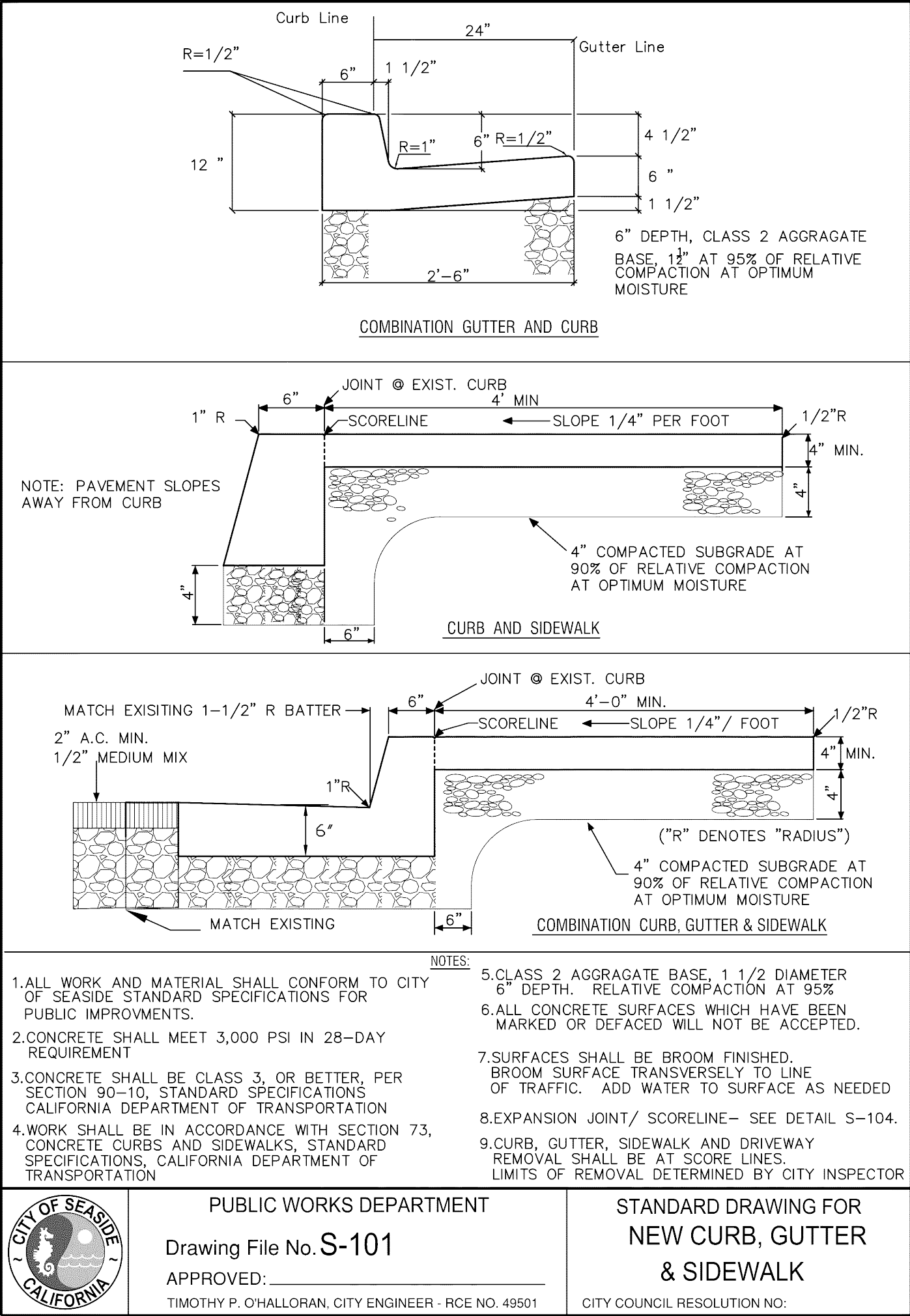
- A. WET WEATHER MEASURES:** IF POSSIBLE, AVOID LAND-DISTURBING ACTIVITIES DURING THE WET WEATHER SEASON (OCTOBER 15 THROUGH APRIL 15). EXTRA BMP MATERIALS (INLET FILTERS, FIBER ROLLS, GRAVEL BAGS, MULCH/STRAW, PLASTIC COVERS, ETC.) MUST BE KEPT ON-SITE DURING THE RAINY SEASON FOR PRE-RAIN EVENT INSTALLATION.
- B. EXISTING VEGETATION:** AVOID REMOVAL OF EXISTING VEGETATION WHEREVER POSSIBLE. INSTALL APPROPRIATE PROTECTIVE FENCING AND PERIMETER CONTROLS PRIOR TO WORK.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. SWEEPING:** ALL IMPERVIOUS SURFACES (PAVEMENTS) SHALL BE PHYSICALLY SWEEP DAILY (NOT WASHED OR HOSED DOWN), AND MAINTAINED FREE OF SOIL AND DEBRIS.
- I. DEWATERING:** NO DEWATERING IS ALLOWED UNLESS THE DISCHARGE IS A LISTED EXCEPTION TO THE DISCHARGE PROHIBITIONS FOUND IN CITY CODE CH. 31.5-12(C). ASBS DRAINAGES HAVE GREATER RESTRICTIONS. ANY PROPOSED DEWATERING MUST BE REVIEWED AND APPROVED BY THE ENGINEER.
- J. STORMWATER MIXED WITH NON-STORMWATER MUST BE MANAGED AS NON-STORM WATER.**



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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: EROSION & SEDIMENT CONTROL	PROJECT NO.
	PROJECT TITLE: CITY HALL AND LIBRARY PARKING LOT REPAVING	SHEET NO. C3.1
	SCALE: 1" = 30'	DWG FILE NO. 2071.27 CIVIL



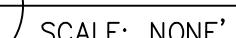
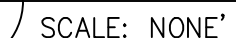
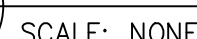
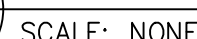
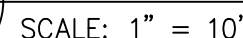
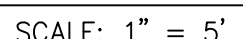
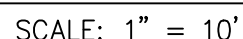
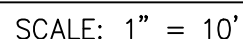
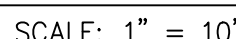
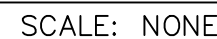


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DATE	REVISIONS
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET TITLE: CIVIL DETAILS
SCALE: NONE	PROJECT TITLE: CITY HALL AND LIBRARY PARKING LOT REPAVING
	PROJECT NO. SHEET NO. C4.1 DWG FILE NO. 2071.27 CIVIL



SCALE: NONE



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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: CIVIL DETAILS	PROJECT NO.
		SHEET NO.
		C4.2
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE:	
SCALE:	CITY HALL AND LIBRARY PARKING LOT REPAVING	
NONE	DWG FILE NO. 2071.27 CIVIL	



Packet Page 48



ADDENDUM No.1
For the Construction of
City Hall and Library Parking Lot Repaving Project
June 23, 2023

Addendum No. 1 is being issued for revisions to the Request for Proposal for the City Hall Library Parking Lot Repaving Project

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposal. All other requirements remain unchanged.

REVISIONS

Make the following revisions to Document 00 5200 Agreement

REMOVE Document 00 5200, section 6.07 and **REPLACE** with the text "This Agreement and the Contract Documents shall be deemed to have been entered into 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 the Agreement the day and year first above written.**"

CLARIFICATIONS & QUESTIONS

- What is the engineer's estimate price?
 - **The engineer's estimate base bid is \$610,400.00.**
- Does the City have a plan holders list?
 - **The City does not have a plan holders list.**
- Please make note of the required scheduling and phase delineation in specification section 01 1100 General Requirements, 1.06, and in Appendix A.
- A storage area will be made available on Sutter Street from 9/20/23 to 9/25/23 for any construction equipment or materials, to be stored at the Contractor's own risk. All equipment must be removed from the parking lot during this time period. Contractor to provide fencing.
- A temporary ADA parking stall and curb ramp are to be constructed on Harcourt Avenue during Phase 1 of the project. See exhibit 1 of this addendum. The ADA parking stall is to be marked by a temporary sign or Type 1 or 2 Barricade, or similar, and delineated by fillable K-rail or similar traffic safety barrier. A temporary ADA ramp is to be provided for access onto the sidewalk. The temporary ADA ramp is to have "curb" or edge protection to prevent a user from rolling off of the side of the ramp.

Addendum #1

2023 – City Hall and Library Parking Lot Repaving Project

Page 2 of 2

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 Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,



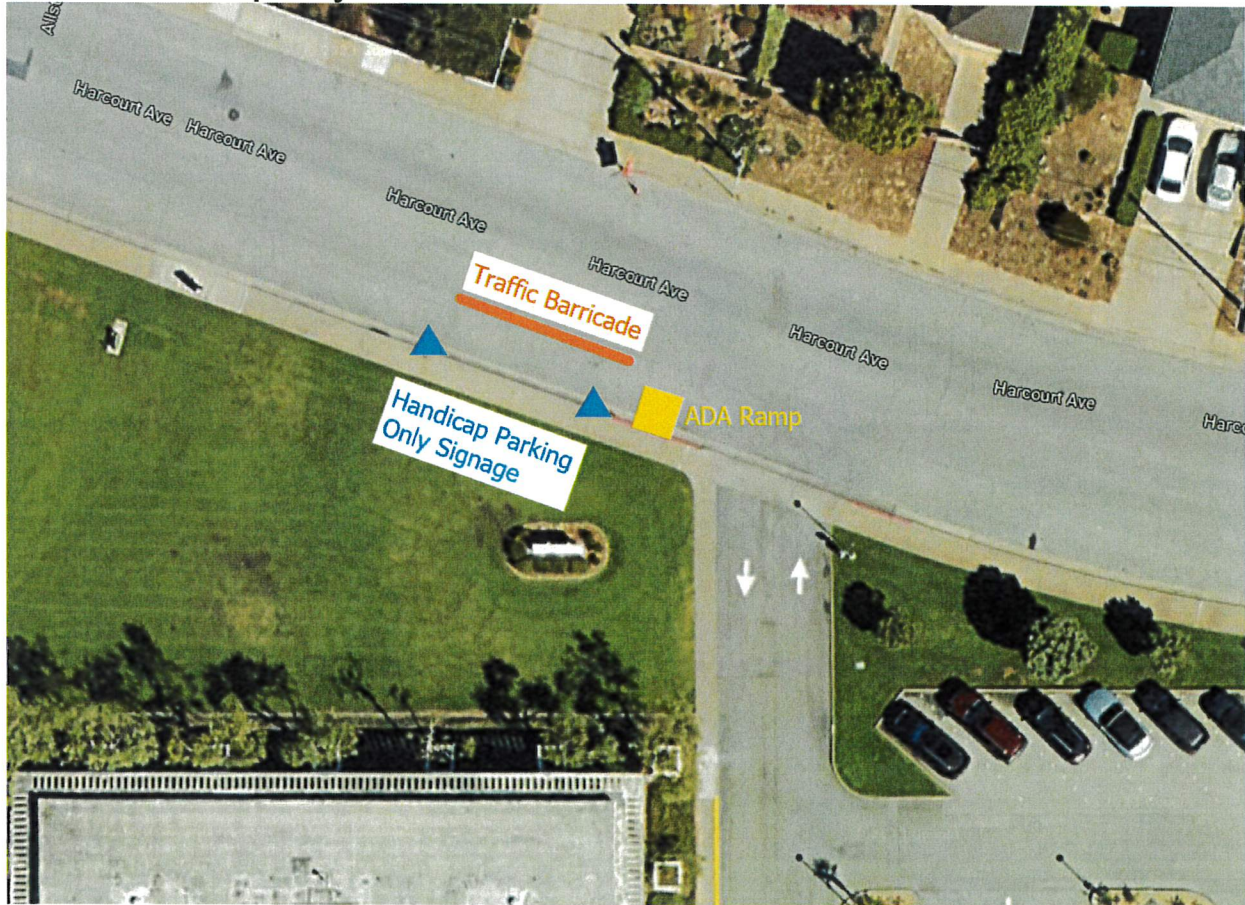
Nisha Patel

PW Director / City Engineer



ADDENDUM No.1 – Exhibit No.1
For the Construction of
City Hall and Library Parking Lot Repave Project
June 23, 2023

Location of Temporary ADA Accommodations



DOCUMENT 00 0101

PROJECT MANUAL

for

City Hall and Library Parking Lot Repaving

located at

440 Harcourt Ave, Seaside, CA 93955

**CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS**



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Recommended by: Patrick Grogan
Associate Engineer

Advertisement Date: June 8, 2023

Bid Date: June 29, 2023 at 3:00 p.m.

DOCUMENT 00 0110**TABLE OF CONTENTS**

Division	Section	Title
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INTRODUCTORY INFORMATION

	00 0101	Title Page
	00 0110	Table of Contents
	00 0115	List of Drawings, Tables and Schedules

BIDDING REQUIREMENTS

	00 1113	Notice Inviting Bids
	00 2113	Instructions to Bidders
	00 3132	Existing Conditions

BID FORMS AND BID SUBMITTALS

	00 4113	Bid Form
	00 4313	Bond Accompanying Bid
	00 4314	Bidder Registration Form
	00 4330	Subcontractors List
	00 4513	Statement of Qualifications
	00 4519	Non-Collusion Affidavit
	00 4546	Bidder Certifications

CONTRACT FORMS

	00 5100	Notice of Award
	00 5200	Agreement
	00 5500	Notice to Proceed
	00 6113.13	Construction Performance Bond
	00 6113.16	Construction Labor and Material Payment Bond
	00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
	00 6325	Substitution Request Form
	00 6530	Release of Claims
	00 6536	Guaranty

CONDITIONS OF THE CONTRACT

	00 7200	General Conditions
	00 7316	Supplementary Conditions – Insurance and Indemnification
	00 9113	Addenda

Division	Section	Title
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GENERAL REQUIREMENTS

01 1100	Summary
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings
01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 7700	Contract Closeout

TECHNICAL SPECIFICATIONS

01 5723	Temporary Water Pollution Control
01 7123	Field Engineering
31 0001	Earthwork
31 1117	Demolition
31 2333	Trenching
32 1124	Aggregate Base Course
32 1217	Asphalt Concrete Paving
32 1314	Concrete Paving
33 0150.01	Temporary Bypass Pumping
33 0562	Polymer Concrete Manhole
33 3000	Sanitary Sewerage Utilities
33 4000	Storm Drainage Utilities

APPENDICES

Appendix A	Phase Delineation
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END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

<u>Sheet Number</u>	<u>Description</u>
	CIVIL
C0.1	Title Sheet
C0.2	Civil Notes and Legends
C1.1	Demolition Plan
C2.1	Construction Plan
C2.2	Sewer Plan and Profile
C3.1	Erosion and Sediment Control
C4.1	Civil Details
C4.2	Civil Details
C4.3	Civil Details
C4.4	Sewer Details

END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **June 29, 2023 at 3:00 p.m.** for the following public work:

**CITY OF SEASIDE
City Hall and Library Parking Lot Repaving
located at
440 Harcourt Ave, Seaside, CA 93955**

- 1.02 Project Description:** The project includes demolition, earthwork, and repaving of existing city hall and library parking lots; abandonment of a section of existing sanitary sewer main; construction of a new section of sanitary sewer main; and modification of an existing storm drain. Associated work includes concrete curbs, gutters, sidewalks, and curb ramps, hot mix asphalt paving, signing and stripping.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at <https://www.ci.seaside.ca.us/Bids.aspx>
- 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 **June 15, 2023 at 9:30 AM on site** at 440 Harcourt Avenue in Seaside, CA.
- 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 Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Total base bid.
- 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 Visits at the dates, times and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

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

1.03 Registration

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

1.04 Bidder Questions and Answers

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

1.05 Addenda

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

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

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

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "**Bid for Construction – City Hall and Library Parking Lot Repaving<<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 Working Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

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

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 20 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

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. 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.
- C. Owner is not responsible only for information regarding Underground Facilities owned by others.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **City Hall and Library Parking Lot Repaving**, located at 440 Harcourt Ave, Seaside, CA 93955

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (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	Addendum Date	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.

Base Bid

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Staking	1	LS		
5	Demolition	1	LS		
6	Drain Inlet Apron	3	EA		
7	Class 2 Aggregate Base	24	CY		
8	Hot Mix Asphalt (Type A)	1,030	TON		
9	Concrete Sidewalk and Curb Ramp	340	SF		
10	Concrete Pedestrian Passage	470	SF		
11	Concrete Vertical Curb	480	LF		
12	6"-18" Concrete Retaining Curb	30	LF		
13	Detectable Warning Surface	30	SF		
14	Salvage and Reinstall Stacked Block Wall	1	LS		
15	Wheel Stop	16	EA		
16	Salvage and Reinstall Roadside Sign	1	EA		
17	Replace Roadside Sign Panel on Existing Post	1	EA		
18	Roadside Sign	2	EA		
19	Pavement Markings	1	LS		
20	Sewer Bypass	1	LS		
21	Standard Manhole	1	EA		
22	Shallow Manhole, Type 1	1	EA		
23	Polymer Concrete Inside Drop Manhole	1	EA		
24	8" PVC SDR 26 Sanitary Sewer Pipe	290	LF		

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
25	Storm Drain Crossing	1	LS		
26	Plug and Abandon Existing 6" Sanitary Sewer Pipe	1	LS		
27	Relocate Post Office Mailbox	1	EA		
28	Record Drawings	1	LS		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS					

(F) – Final Pay item

(N) - Item not subject to unit price adjustments for quantities “less than 75 percent or greater than 125 percent of the estimated quantities bid” as outlined in Section 01 2000, 1.03.B “Unit Price Items”.

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: _____, with Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal, Name/Title)

	(Principal, Name/Title)

	(Principal, Name/Title)

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

Business Address: _____

Contractor's Representative(s): _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Telephone Number(s): _____
 (Area Code) (Number)

 (Area Code) (Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the City of Seaside, as obligee, in the penal sum of (Dollar Amount In Words)
Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City Hall and Library Parking Lot Repaving, located at 440 Harcourt Ave, Seaside, CA 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

**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 43 30

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 three (3) park improvements or ADA accessibility projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed 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.

1.02 Measurement.

- A. Bidder’s compliance with the minimum qualification requirements will be measured by Bidder’s experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor’s supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications (“SOQ”), by providing the information described in this Document 00 4513.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

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

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.
- B. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment 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.
- C. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

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

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

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

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

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

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

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

 Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

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

SIGNATURE

TITLE

END OF DOCUMENT

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

PROJECT NO.: _____

CONTRACT FOR: The City of Seaside

City Hall and Library Parking Lot Repaving

located at **440 Harcourt Ave, Seaside, CA 93955f**

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

1. One (1) copy of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **10th Working Day** following the date of this Notice of Award:
 - a. Deliver to Owner one fully executed counterparts of Document 00 5200 (Agreement). The copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.f
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed copy of Document 00 5200 (Agreement).
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through Patrick Grogan, Project Manager, (831) 899-6885. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to Patrick Grogan, Project Manager.

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: _____
Nisha Patel, Public Works Director/City Engineer

ACCEPTANCE OF NOTICE OF AWARD

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

This day of _____, 2021

By: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [2023], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside/Seaside County Sanitation District ("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:

**City Hall and Library Parking Lot Repaving
located at
440 Harcourt Ave, Seaside, CA 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 54 Calendar Days from the Commencement Date, excluding September 21, 2023 through September 24, 2023, and 10 Calendar Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated Patrick Grogan 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 Engineer

- A. **Whitson Engineers** 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 Thousand, Six Hundred dollars (\$3,600)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500)** 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:

These Specifications:

00 0101	Title Page
00 0110	Table of Contents
00 0115	List of Drawings, Tables and Schedules
00 1113	Notice Inviting Bids
00 2113	Instructions to Bidders
00 3132	Existing Conditions
00 4113	Bid Form
00 4313	Bond Accompanying Bid
00 4314	Bidder Registration Form
00 4330	Subcontractors List
00 4513	Statement of Qualifications
00 4519	Non-Collusion Affidavit
00 4546	Bidder Certifications
00 5100	Notice of Award
00 5200	Agreement
00 5500	Notice to Proceed
00 6113.13	Construction Performance Bond
00 6113.16	Construction Labor and Material Payment Bond
00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
00 6325	Substitution Request Form
00 6530	Release of Claims
00 6536	Guaranty
00 7200	General Conditions
00 7316	Supplementary Conditions – Insurance and Indemnification
00 9113	Addenda
01 1100	Summary
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings

01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 7700	Contract Closeout
01 5723	Temporary Water Pollution Control
01 7123	Field Engineering
31 0001	Earthwork
31 1117	Demolition
31 2333	Trenching
32 1124	Aggregate Base Course
32 1217	Asphalt Concrete Paving
32 1314	Concrete Paving
33 0150.01	Temporary Bypass Pumping
33 0562	Polymer Concrete Manhole
33 3000	Sanitary Sewerage Utilities
33 4000	Storm Drainage Utilities

The Drawings titled "City Hall and Library Parking Lot Repaving" by Whitson Engineers

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

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey. IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

(Print Name)

END OF DOCUMENT

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DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 202__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **City Hall and Library Parking Lot Repaving**, located at
440 Harcourt Ave, Seaside, CA 93955

AGREEMENT NO: AGXX-XX

PROJECT NO: XXXX

You are notified that the Contract Time under the above Contract will commence to run on _____ [20__]. 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 _____, [20__] and _____, [20__], respectively.

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

1. Submit schedule
2. Submit certified Safety Program and related information
3. Submit copies of applicable permits
3. [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: **City Hall and Library Parking Lot Repaving**, located at 440 Harcourt Ave, Seaside, CA 93955.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>> as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all

obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____
Address: _____

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Seaside ("Owner") has awarded to <<(Name of Contractor)>> _____ as Principal, Contract Number _____ dated the _____ day of _____, 20____ (the "Contract"), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

**City Hall and Library Parking Lot Repaving
located at
440 Harcourt Ave, Seaside, CA 93955**

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 _____, 202__, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Agreement Number _____ entered into between Owner and Contractor for the **City Hall and Library Parking Lot Repaving** located at **440 Harcourt Ave, 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

Name

Signature

Address

City/State/Zip Code

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

CONTRACTOR

Title

Name

Signature

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/Seaside County Sanitation District ("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 **City Hall and Library Parking Lot Repaving** located at **440 Harcourt Ave, Seaside, CA 93955**.
- 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/Seaside County Sanitation District ("Owner"), for construction of **City Hall and Library Parking Lot Repaving**, located at 440 Harcourt Ave, Seaside, CA 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 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/Seaside County Sanitation District ("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-, VIII]** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 1.03** Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:
- A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
 - C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
- 1.04** Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction

in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- 1.05** Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 1.06** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.07** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.08** All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.
- 1.09** The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
 - 1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **[\$1,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - 2. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole

negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 2.02** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 2.06** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

City Hall and Library Parking Lot Repaving

LOCATED AT

440 Harcourt Ave, Seaside, CA 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 Under Other Contracts
5. Work Sequence
6. Work Days and Hours
7. Shutdown for Discovery of Cultural Resources
8. Partial Occupancy/Utilization Requirements
9. Contractor Use of Site
10. Project Site Maintenance
11. Construction Staking and Monument Protection
12. Protection of Existing Structures and Underground Facilities
13. Permits
14. Actual Damages for Permit Violations
15. Protection of Existing Trees During Construction Activities
16. Construction Water
17. Conditions of Use
18. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Project Description:** The project includes demolition, earthwork, and repaving of existing city hall and library parking lots; abandonment of a section of existing sanitary sewer main; construction of a new section of sanitary sewer main; and modification of an existing storm drain. Associated work includes concrete curbs, gutters, sidewalks, and curb ramps, hot mix asphalt paving, signing and stripping.
- 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

BASE BID

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 – Storm Water Compliance

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 3 – 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 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 – 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, structures, pipes, railings, and conduits, excepting only such sawcutting, demolition and disposal work which is specified to be paid for under another Bid Item.

Bid Item 6 – Drain Inlet Apron

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to furnish and install new drain inlet aprons, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 7 – Class 2 Aggregate Base (F)

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 class 2 aggregate base, including recompaction of existing subgrade, placing and compacting of Class 2 aggregate base rock, as shown on the plans and as directed by the Engineer.

Bid Item 8 – Hot Mix Asphalt Paving (Type A)

Measurement and payment for this item shall be on a per ton (TON) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the construction of hot mix asphalt pavement, including recompaction of existing aggregate base rock and constructing hot mix asphalt pavement, as shown on the plans and as directed by the Engineer.

Bid Item 9 – Concrete Sidewalk and Curb Ramp

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; constructing concrete sidewalk and curb ramp per City Standard Drawing S-101; 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 Passage

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; constructing concrete pedestrian passage (other than city standard sidewalk); 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 – Concrete Vertical Curb

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of 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 vertical curb; and dowelling into existing adjacent 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 – 6"-18" Concrete Retaining Curb

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of 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 retaining curb; and dowelling into existing adjacent concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 13 – Detectable Warning Surface

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 the installation of prefabricated wet-set type detectable warning surface (truncated domes) in freshly poured concrete, in accordance with the plans and specifications, and as directed by the Engineer. The concrete underlying the detectable warning surface is paid for separately under Concrete Pedestrian Pavement.

Bid Item 14 – Salvage and Reinstall Stacked Block Wall

Measurement and payment for this item shall be on a per lump sum (LS) 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 a stacked block wall, including excavation and fill, concrete blocks, 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 15 – Wheel Stop

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to salvage and reinstall wheel stops, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 16 – Salvage and Reinstall Roadside Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to salvage and reinstall sign posts and panels, in accordance with the plans and specifications, and as directed by the Engineer. Each individual sign installation shall be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset due to staged construction.

Bid Item 17 – Replace Roadside Sign Panel on Existing Post

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to replace existing sign panel on existing post, in accordance with the plans and specifications, and as directed by the Engineer. Each individual sign installation shall be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset or replaced due to staged construction.

Bid Item 18 – Roadside Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to install sign posts and panels, in accordance with the plans and specifications, and as directed by the Engineer. Each individual sign installation shall be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset due to staged construction.

Bid Item 19 – Pavement Markings

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 involved in preparation of the surface to receive the pavement delineation (stripes, markings and raised pavement markers) and application of stripes, markings and raised pavement markers, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 20 – Sewer Bypass

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 design and install a temporarily sewer bypass as required to complete the construction shown on the Plans, and remove the system when no longer needed, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 21 – Standard Manhole

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of standard sanitary sewer manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections to existing pipes.

Bid Item 22 – Shallow Manhole, Type 1

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of Type 1 shallow manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections to existing pipes.

Bid Item 23 – Polymer Concrete Inside Drop Manhole

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction

of a polymer concrete inside drop manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections to existing pipes.

Bid Item 24 – 8" PVC SDR 26 Sanitary Sewer Pipe

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of **8"-diameter** polyvinyl chloride SDR 26 sewer pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Cement slurry backfill, where required, is included in this item.

Bid Item 25 – Storm Drain Crossing

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 construct the storm drain crossing as shown on the plans, and excluding only such work which is specified to be paid for under another Bid Item.

Bid Item 26 – Plug and Abandon Existing 6" Sanitary Sewer Pipe

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 plug and abandon the existing 6" sanitary sewer pipe as shown on the plans, and excluding only such work which is specified to be paid for under another Bid Item.

Bid Item 27 – Relocate Post Office Mailbox

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for sawcutting existing edge of pavement to create a neat edge; pavement demolition and excavation; over-excavation and recompaction of subgrade; constructing mailbox concrete pad; dowelling into adjacent existing concrete where occurs; and relocating and attaching the existing mailbox onto the new pad as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 28 – Record Drawings

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 involved in preparation of record (as-built) drawings, in accordance with the plans and specifications, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Contractor shall achieve Substantial Completion of the entire Work within **54 Calendar Days** from the Commencement Date, excluding September 21, 2023 through September 24, 2023, and **10 Calendar Days** following substantial completion to achieve Final Completion.
- B. The Contractor shall pay to the Owner a sum of **Three Thousand, Six Hundred Dollars (\$3,600.00)** per day, for each calendar day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- C. The Contractor shall pay to the Owner the sum of **Five Hundred Dollars (\$500)** for each calendar day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

1.05 WORK UNDER OTHER CONTRACTS

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

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate site operation requirements during the construction period; coordinate construction schedule and operations with Owner.

1. Phase 1: To encompass all improvements and work from the western extents of the project

area to a line bisecting the project, designated by the east edge of the drive isle most immediately in front of the library entrance. This portion of the work is to begin no earlier than August 21, 2023, and reach substantial completion, to include paving and striping, by September 20, 2023.

2. Phase 2: To encompass all improvements and work from the eastern extents of the project area to a line bisecting the project, designated by the east edge of the drive isle most immediately in front of the library entrance. This portion of the work is to begin no earlier than September 25, 2023.

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. All entrances to all buildings must remain open and accessible to the public during operating hours, and accessible to Owner and emergency services at all times, 24/7.
3. Staging and storage areas outside the work limits – such as within street right of way or the lawn south of the parking lot – must be requested in writing at least 48 hours in advance and approved by the owner at its sole discretion.
4. The Contractor shall coordinate all work with the City at (831) 899-6832.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-7:00 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 5:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 5:30 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.

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

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

1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 784-3574
3. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
4. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841

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

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and 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).

The local Cal/OSHA district office is located at:

Foster City District Office
 1065 East Hillsdale Blvd., Ste. 110
 Foster City, CA 94404
 (650) 573-3812

- C. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, where the violations result from Contractor's activities.
- B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

- A. The Contractor shall protect all existing trees on the job site from construction activities, starting from within the drip lines of each tree. The Owner reserves the right to issue a stop-working notice if it is determined that the Contractor's negligence has caused damaged to existing trees.
- B. Care must be taken when digging near any existing tree to minimize harm to the tree. Excavation must be done by hand until below the root zone. If any roots 2" or grater in diameter are encountered, they must be protected from damage. If the work cannot proceed without damaging such roots, the Engineer must be notified at once.
- C. No storage of materials; disposal of paints, solvents or other noxious materials; no unnecessary operation of equipment or parked cars shall be allowed within the drop line of any trees.

1.17 CONSTRUCTION WATER

- A. Construction water is available from Owner through the use of hose bibs located on site.

1.18 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 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.

1.19 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. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
- G. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.
- H. 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.
- I. The Contractor shall provide their own power, fuel, and power supplies.

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Document 00 7200 (General Conditions) and Section 00 2113 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:
 - 1. None

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REFERENCES

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

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

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

B. Unit Price items

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

C. Lump Sum Items

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

completion of the item.

D. Allowance Items

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

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

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

B. Contractor's Requests for Progress Payments

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

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

- c. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
- d. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
- e. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- f. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

- 1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
- 2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
- 3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
- 4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.
- 5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT**A. Final Payment**

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 SUBSTITUTION OF SECURITIES

A. **Public Contract Code Section 22300.** In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 10 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED**PART 3 – EXECUTION – NOT USED****END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

- A. Contractor-Initiated Change Proposal Request (CPR) procedure:
 - 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 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. Temporary Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. General Safety Requirements (See Section 09871)
 - 5. Product data, certifications, and shop drawings for all manufactured products
 - 6. Tests and certificates for all produced materials
 - 7. High-resolution digital drawings/images for custom sign graphics
 - 8. Mix designs for Portland cement concrete and asphalt concrete
 - 9. Record Drawings
 - 10. 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. 2022 California Building Standards Code as amended by applicable local ordinances for all construction work.
 - b. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National

Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - a. Federal:
 - 1) Americans With Disabilities Act of 1990
 - 2) 29 CFR, Section 1910.1001, Asbestos
 - 3) 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4) Executive Order 11246
 - 5) Federal Endangered Species Act
 - 6) Clean Water Act
 - b. State of California:
 - 1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
 - 2) California Public Contract Code
 - 3) California Health and Safety Code
 - 4) California Government Code
 - 5) California Labor Code
 - 6) California Civil Code
 - 7) California Code of Civil Procedure
 - 8) CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - 10) Cal/OSHA
 - 11) OSHA: Hazard Communications Standards
 - 12) California Endangered Species Act
 - 13) Water Code
 - 14) Fish and Game Code
 - c. State of California Agencies:
 - 1) State and Consumer Services Agency
 - 2) Office of the State Fire Marshall
 - 3) Office of Statewide Health Planning and Development
 - 4) Department of Fish and Game
 - 5) All Air Quality Management Districts with jurisdiction
 - 6) All Regional Water Quality Control Boards with jurisdiction
 - 7) Division of the State Architect (if having jurisdiction)
 - d. All Local Agencies with jurisdiction (cities, counties, fire departments)

C. Change Orders and Claims:

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims.
2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.

2. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
4. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
5. Procedure:
 - a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 - b. For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - c. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.**1.03 DEFINITIONS****A. Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Presidents' Day, third Monday in February;
 - d. Cesar Chavez Birthday, March 31;
 - e. Memorial Day, last Monday in May;
 - f. Juneteenth, June 19;
 - g. Independence Day, July 4;
 - h. Labor Day, first Monday in September;
 - i. City Event Days, September 21 through September 24;
 - j. Veterans' Day, November 11;
 - k. Thanksgiving Day, as designated by the President;
 - l. The Day following Thanksgiving Day;
 - m. The Day preceding Christmas Day, December 24;
 - n. Christmas Day, December 25; and
 - o. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).

- b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).
- 21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
- 22. Contract Modification: Either:
 - a. a written amendment to Contract signed by Contractor and Owner; or
 - b. a Change Order; or
 - c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by Owner.
- 23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
- 24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
- 25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
- 26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
- 27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
- 28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
- 29. Division of State Architect: A division of the State of California providing, design and construction oversight for K-12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.
- 30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 31. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
- 32. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. Final cleaning is completed.
 - b. All systems having been tested and accepted as having met requirements of Contract Documents.
 - c. All required instructions and training sessions having been given by Contractor.
 - d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - e. All punch list Work, as directed by Owner, having been completed by Contractor.

- f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
- 33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
- 34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
- 35. Furnish: Supply only, do not install.
- 36. Indicated: Shown or noted on the Drawings.
- 37. Install: Install or apply only, do not furnish.
- 38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
- 39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
- 40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
- 41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
- 42. Modification: Same as Contract Modification.
- 43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
- 44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
- 45. Off Site: Outside geographical location of the Project.
- 46. Owner: Owner is defined in Document 00 5200 (Agreement).
- 47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
- 48. Owner's Representative(s): See Document 00 5200 (Agreement).
- 49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
- 50. PCBs: Polychlorinated byphenyls.
- 51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
- 52. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
- 53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
- 54. Project: Total construction of which Work performed under Contract Documents may be whole or part.
- 55. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has

in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

56. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
57. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
58. Provide: Furnish and install.
59. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
60. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
61. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
62. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
63. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
64. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
65. Shown: As indicated on Drawings.
66. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
67. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
68. Specified: As written in Specifications.
69. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
70. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms "Substantially

Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.

71. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
72. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
73. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
74. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
75. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

1. Project cleaning
2. Testing of equipment and systems
3. Substantial Completion
4. Final Completion
5. Close Out
6. Warranties

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.

1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 FINAL COMPLETION

A. Requirements

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure

1. When Contractor considers Work is Finally Complete, submit written certification that:
 - a. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
 - c. Project Record Documents are completed and turned over to Owner, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts:

1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be two years minimum from date of Final Completion of entire Work except where:
 - a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title:

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.
- F. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.
- G. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.
- H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).
- I. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 57 23****TEMPORARY WATER POLLUTION CONTROL****PART 1 – GENERAL****1.1 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

1.2 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2022 edition
- B. Standard Plans, State of California, Department of Transportation (Caltrans), 2022 edition
- C. Construction Site Best Management Practices Manual (BMP Manual), State of California, Department of Transportation (Caltrans)

1.3 QUALITY ASSURANCE

- A. CONTRACTOR's Water Pollution Control Manager (WPCM) is responsible for overseeing 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.

1.4 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.

1.5 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**2.1 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

2.2 SUBMITTALS

- A. Provide documentation for WPCM, employee and subcontractor training, including pre-construction WPC training.

PART 3 – EXECUTION**3.1 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.

3.2 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.

3.3 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 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
 - 3. Verify horizontal and vertical locations of all utility crossings and points of connection
 - 4. Verify horizontal and vertical elevations of existing improvements at match points
 - 5. 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.
 - 2. Surveying and construction staking work required for the execution of the work under this contract.
 - 3. 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.
 - 2. Finish Grade Stakes for curbs, gutters, slabs, and sidewalk areas – Provided 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 31 EARTHWORK

SECTION 31 00 01

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), 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), 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.

- 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, diking 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 disking 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

DIVISION 31 EARTHWORK

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

DIVISION 31 EARTHWORK

SECTION 31 23 33

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 11 24****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), 2022 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 12 17

ASPHALT CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Asphalt concrete paving (Hot Mix Asphalt).

1.2 RELATED REQUIREMENTS

- A. Section 32 11 23 – Aggregate Base Course.

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2022 edition.

1.4 SUBMITTALS

- A. Hot mix asphalt mix design prepared by a certified laboratory
- B. Materials certificates signed by material producer and Contractor

PART 2 – PRODUCTS

2.1 ASPHALT CONCRETE PAVEMENT (HOT MIX ASPHALT)

- A. HMA (Type A): in accordance with Section 39 of the Standard Specifications.
 - 1. Construction Process: Standard.
 - 2. Tack Coat: as required by the Standard Specifications
 - 3. Binder: PG64-10

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform work in accordance with Section 39 of the Standard Specifications.
- B. Equipment, methods and tolerances used for spreading and compacting HMA shall comply with the requirements of Standard Specifications.
- C. Finish paving shall conform to slopes, lines and finish grades shown and noted on the Drawings and shall drain properly.
 - 1. Maintain line and profile shown on the Construction Drawings to tolerance of 1/4 inch plus/minus, in any 10 feet, non-cumulative.
 - 2. HMA surface shall be free from depressions exceeding 1/8 inch when measured with a 10 foot straight-edge.
- D. Surface shall be free of gouges, ridges and ruts, with a uniform and consistent finish.
- E. Where adjacent surfaces are intended to be flush, they shall conform smoothly at all points with no greater than 1/4 inch grade differential, and shall drain properly across the seam.

3.2 FIELD QUALITY CONTROL

- A. Field density and thickness testing of asphalt pavement will be performed by the GEOTECHNICAL ENGINEER.

- B. For accessible paths of travel and accessible parking areas, comply with California Building Code accessibility requirements regarding:
 - 1. Surface: slip resistant
 - 2. Changes in Level: 1/4 inch or less (vertical)
 - 3. Path of travel:
 - a. Clear Width: 4 feet minimum, unless otherwise noted
 - b. Running Slope: less than 1:20 (5%)
 - c. Cross-Slope: not greater than 1:48 (2%)
 - 1. Slope in Landings and Accessible Parking and Loading Areas: not greater than 1:48 (2%) in any direction
- C. Flood Test:
 - 1. Perform a flood test in areas which are sloped less than 3%. Where a seal coat is to be applied, perform flood test prior to application of seal coat.
 - 2. 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, repair or replace HMA in a manner acceptable to the OWNER to provide proper drainage, at no cost to the OWNER.

3.3 PROTECTION

- A. Do not permit vehicular traffic on pavement until it has cooled to atmospheric temperature and hardened, but in no case less than 8 hours.
- B. Do not use completed paving surface for storage of construction vehicles or construction materials.
- C. Gouges, cracks, stains, or other surface defects or marks shall be corrected by the CONTRACTOR in a manner acceptable to the OWNER, at no cost to the OWNER.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 13 14

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), 2022
- B. Standard Specifications, State of California, Department of Transportation (Caltrans), 2022 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 shatterproof 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

DIVISION 33 UTILITIES

SECTION 33 01 50.01

TEMPORARY SEWER BYPASS PUMPING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Temporary bypass pumping for daily system shutdowns of sewer systems.
 - 2. Temporary bypass pumping for overnight or extended shutdowns of sewer systems.

1.2 REFERENCES

- A. Abbreviations and Acronyms
 - 1. SCSD Seaside County Sanitation District
 - 2. SSO Sanitary Sewer Overflow

1.3 DEFINITIONS

- A. Daily System Shutdowns: System gravity flows shall be restored daily before the end of regular work hours.
- B. Firm Capacity: The pumping capacity of a temporary bypass pumping system with the largest pump out of service.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Coordinate temporary bypass pumping system testing with ENGINEER and SCSD. Provide a minimum of three business days' notice prior to system testing. ENGINEER or SCSD representative must observe testing for it to be accepted.
 - 2. Coordinate system shutdowns with ENGINEER and SCSD.
- B. Sequencing
 - 1. Operate temporary bypass pumping systems in accordance with the sequencing and phasing indicated on the Drawings.
- C. Scheduling
 - 1. The Project Schedule shall include the sequencing and coordination of maintaining wastewater flow during all phases of construction including but not limited to:
 - a. Sewer pump station upgrades and replacements
 - b. Drainage, cleaning, and replacement of sewer mains, manholes, and force mains
 - c. Trenchless rehabilitation of sewer and force mains
 - d. Inspection and testing of new or rehabilitated sewers
 - e. Connections to existing sewer mains and force mains

1.5 SUBMITTALS

- A. System test results and operation logs.

- B. Temporary Bypass Pumping Plan – For Daily System Shutdowns
1. Outline provisions and precautions to be taken to convey and maintain existing wastewater flows during construction.
 2. Ensure proper protection of existing facilities, the project area, and surrounding properties from damage due to the discharge of flows.
 3. Provide adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be located at the mainline flow bypassing locations, ready for use in the event of primary pump failure. In this event, promptly repair or replace the failed equipment.
 4. Include the following as a minimum:
 - a. Manufacturer's product data for bypass pumps including sizes, capacities, power requirements, and number of each size to be on site including primary, secondary, and spare pumps.
 - b. Manufacturer's product data for bypass piping including make, material, material properties, diameter, thickness, pressure rating, and number to be on site.
 - c. Calculations to demonstrate sufficient pump capacity for potential flows.
 - d. Method of noise control for pumps, motors, and generators.
 - e. Location and method of connection to the existing sewer on each side of the bypass if not provided in the Contract Documents.
 - f. Number, size, material, and method of installation of suction and discharge piping, valves (isolation and air release), fittings, and other components for connection to the existing sewer system.
 - g. Sewer isolation or plugging method and types of plugs or valves and fittings.
 - h. Emergency plan for adverse weather and flooding for various phases of the Work.
 - i. Incidental items required to ensure proper protection of the facilities.
 - j. Traffic Control Plan where roads are impacted.
 - k. Plan to divert pedestrian access where sidewalks are impacted.
- C. Temporary Bypass Pumping Plan – For System Shutdowns Overnight or for Extended Periods
1. Prepare and submit a project- and site-specific detailed temporary bypass pumping plan that provides detailed descriptions and layout drawings of the proposed temporary bypass pumping system(s). Outline provisions and precautions to be taken by the Contractor to convey and maintain existing wastewater flows during construction.
 2. Ensure proper protection of existing facilities, the project area, and surrounding properties from damage due to the discharge of flows.
 3. Include the following as a minimum:
 - a. Size of pipeline or conveyance system to be bypassed.
 - b. Staging areas for pumps.
 - c. Manufacturer's product data for temporary bypass pump sizes, capacities, power requirements, and number of each size to be on site including primary, secondary, and spare pumps. Provide method of operation and control, and redundancy sufficient to prevent SSOs.
 - d. Provisions for standby power including generator size and location.
 - e. Provisions for stand-by lighting.

- f. Method of noise control for pumps, motors, or generators.
- g. Location and method of connection to the existing sewer on each side of the bypass if not provided in the Contract Documents.
- h. Size and location of manholes or access points for suction and discharge hose or piping.
- i. Plan indicating location of temporary bypass pumping pipe locations.
- j. Number, size, material, location, and method of installation of suction and discharge piping, valves (isolation and air release), fittings, and connections to the existing sewer system.
- k. For buried piping, typical sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
- l. Thrust and restraint block sizes and locations. Provide details necessary to demonstrate the integrity of restraint of suction and discharge piping including piping and fittings associated with primary and secondary pumping units.
- m. Sewer isolation or plugging method and types of plugs or valves and fittings.
- n. Discharge plan including method of protecting discharge manholes or structures from erosion and other damage.
- o. Access plans to temporary bypass pumping locations indicated on the drawings.
- p. Heavy equipment required for installation of pumps, piping, valves, fittings, and other materials.
- q. Temporary pipe supports and anchoring.
- r. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted).
- s. Calculations for selection of temporary bypass pumping pipe size.
- t. Schedule for installation, operation, maintenance, and removal of the temporary bypass pumping system(s).
- u. Emergency plan for adverse weather and flooding for various phases of the Work.
- v. Contractor's plan for providing continuous (24-hour) monitoring of the temporary bypass pumping operation as well as the monitoring persons' qualifications. Additionally, an auto-dialer alarm system shall be provided for loss of primary pump or high level at suction location.
- w. Plan for refueling pump sets on demand.
- x. Demonstration of compliance with the requirements and permit conditions specified in the Contract Documents.
- y. Incidental items necessary to insure proper protection of the facilities.

1.6 QUALITY ASSURANCE

- A. Demonstrate, or employ the services of a subcontractor, who can demonstrate that they specialize in the design and operation of temporary sewer bypass pumping systems.
- B. Comply with Cal-OSHA Standards, Underwriter Laboratories, and local requirements. The temporary bypass pumping system shall meet the requirements of codes and requirements of all regulatory agencies having jurisdiction.
- C. Materials and appurtenances shall be clearly, legibly, and appropriately marked for identification purposes. Marking shall include listing/approval stamp, label, or other marking indicating conformance with specified standards.
- D. Perform temporary bypass pumping system testing in accordance with Part 3.

PART 2 – PRODUCTS

2.1 TEMPORARY SEWER BYPASS PUMPING SYSTEMS FOR SYSTEM SHUTDOWNS EXTENDING OVERNIGHT

- A. Pumps shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. Pumps may be electric, or diesel powered. Diesel powered pumps shall include critical grade silencing when used in residential settings or areas where excessive noise levels would create a disturbance. Critical grade silencing is not required on redundant bypass pumping.

Silencing Grade	Expected Attenuation (dBA)
Industrial	15 to 20
Residential	20 to 25
Critical	25 to 32
Super Critical	30 to 38
Hospital	35 to 42
Hospital Plus	35 to 50
Extreme	40 to 55
Super Extreme	45 to 60

- B. Provide level detection equipment, alarms, drives, controls, fittings, valves, air release valves, fuel tanks, auxiliary fuel tanks, and other components for a reliable stand-alone system. Provide sufficient components for a redundant system.
- C. Include 100 percent on-line pumping redundancy. Include a redundant bypass pump, intake and discharge conduit, and other equipment necessary to provide continuous wastewater flow and prevent the backing up of sewage in the event of primary system failure.

2.2 PERFORMANCE REQUIREMENTS

- A. Design, install, operate, and maintain a temporary bypass pumping system to maintain continuous wastewater service. The Contractor shall be responsible for bypass pumping of wastewater as required to prevent backing up of sewage (except as approved by SCSD) and provide appropriate conditions for proper drainage, inspection, replacement, rehabilitation, testing or reconnections to existing sewers.
- B. Operators
- Provide on-site manual oversight by a responsible operator of temporary bypass pumping operations 24 hours per day, 7 days per week when the temporary bypass pumping systems are in operation.
 - The 24-hour monitoring operator shall be properly trained, experienced, and mechanically qualified so that they can quickly and effectively address potential emergency and non-emergency situations associated with the pumps and temporary bypass pumping system.
- C. Controls
- Pumps shall operate on redundant control systems and be equipped with an auto-dialer, cellular, or SCADA monitoring and control. Controls shall be set so that the systems do not surcharge and create an SSO.
- D. Operation Sequences
- Comply with operating sequences provided by the ENGINEER and SCSD.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Inspect Work area and verify that existing conditions match the conditions depicted on the Drawings. Notify ENGINEER immediately of any discrepancies.
- B. System Testing
 - 1. Perform leakage and pressure tests of the temporary bypass pumping discharge piping using clean water prior to operation. Pressure and leakage tests shall be conducted at 1.5 times the maximum working pressure, based on the approved Temporary Bypass Pumping Plan, for a period of two hours. No leakage is permitted during this test. Provide a leakage and pressure test report that documents start time and pressure, pressure at 15-minute intervals, stop time, end of test pressure, and amount of leakage. Report shall be signed by the Contractor's on-site superintendent and project manager, and the ENGINEER or SCSD representative.
 - 2. Demonstrate that the temporary bypass pumping system is in good working order and is sufficiently sized to successfully convey wastewater flows by operating the system in automatic mode for a period of 24 hours prior to beginning Work.
 - 3. Demonstrate alarms function as designed.
 - 4. Demonstrate back-up pumps and systems operate as designed.

3.2 PREPARATION

- A. Temporary bypass pumping operations shall not proceed until submittals have been approved.
- B. Do not interrupt sewer service without prior approval of SCSD.
- C. Locate existing utilities in proximity to the temporary bypass pumping system. Install temporary bypass pumping system components to minimize disturbance to existing utilities and in accordance with the Temporary Bypass Pumping System Plan. Costs associated with relocating existing utilities and obtaining approvals shall be borne by the Contractor.
- D. During temporary bypass pumping system operation, protect the existing sanitary sewer facilities from damage inflicted by any equipment. The Contractor shall be responsible for physical damage to the existing sanitary sewer facilities caused by human or mechanical failure.

3.3 INSTALLATION

- A. General
 - 1. Prevent damage to existing structures. Discharge piping to gravity sewer systems shall be designed in such a manner as to prevent discharge from contacting manhole walls or benching. Full discharge shall go into the downstream pipe in a manner to minimize turbulence. It may be necessary to remove manhole cones to provide sufficient space for the bypass piping. Contractor is responsible for any damage to manholes. Repair damaged manholes to preconstruction condition.
 - 2. Make connections to the existing sewer and construct temporary bypass pumping structures only at the access locations indicated on the Drawings.
 - 3. The new sewer may be used by the Contractor to convey the sanitary flows after the new sewer has passed inspection and testing. SCSD shall approve any temporary connections to the new sewer.

4. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge and that prevents surcharging or causing other major disturbances downstream.
 5. When working inside a manhole or force main in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces, the Contractor shall exercise caution and comply with OSHA requirements.
 6. Installation of bypass pipelines is prohibited in wetland areas unless specifically indicated or allowed in the Contract Documents. The pipeline must be located off streets (except where streets are shut down and detours or lane shifts are provided) and sidewalks and on shoulders of the roads or within easements. When the bypass pipeline crosses local streets and private driveways, install temporary road ramps.
- B. Steel Pipe shall be installed in accordance with manufacturer recommendations. Locking pins shall be placed in couplings.
 - C. HDPE pipe shall be installed in accordance with AWWA M55 "PE Pipe – Design and Installation" and the "Handbook of Polyethylene Pipe" by the Plastics Pipe Institute. The pipe shall be joined by the butt fusion procedure outlined in ASTM F 2620 or PPI TR-33. Fusion joints shall be made in compliance with the pipe or fitting manufacturer's recommendations. Fusion joints shall be made by qualified fusion technicians per PPI TN-42.

3.4 OPERATION

- A. Maintain flows in the existing upstream pumps stations, sewer interceptors, and tributary collector and lateral lines at all times and under all weather conditions except for brief periods when mains and services are disconnected and reconnected. Take actions and precautions necessary to prevent discharge of wastewater during disconnection and reconnection of mains including performing those tasks during off peak hours or providing additional temporary bypass measures. Interruption of flows that result in the discharge of wastewater will not be permitted.
- B. Maintain sewer flow at the work area in a manner that will not cause surcharging of sewers or damage to sewers, and that will protect public and private property from damage and flooding.
- C. Anticipate severe weather conditions and increases in peak flows during rain events and design and plan for these accordingly.
- D. Immediately notify SCSD should a sanitary sewer overflow (SSO) occur. Take necessary action to clean up and disinfect the spillage to the satisfaction of SCSD and other governmental agencies with jurisdiction. If sewage is spilled onto public or private property, wash down, clean up, and disinfect the spillage to the satisfaction of the property owner, utility owner, and governmental regulatory agencies.
- E. Overflows from temporary bypass operations shall not be permitted to enter streams or bodies of water. The Contractor shall be solely responsible for paying fines imposed and legal actions taken by state and federal regulatory agencies if overflows occur as a result of the temporary bypass pumping operations. Reimburse SCSD for any damages, operational costs, fines, and other effects. Immediately remove and dispose of wastewater and waste material spilled during the temporary bypass pumping at his own expense.

- F. Make every effort to avoid causing unplanned service outages. SCSD will investigate service outages resulting from Contractor's operations. If the investigation determines that the Contractor could have avoided the service outage, then the outage shall result in disciplinary actions including but not limited to reimbursement to the SCSD for any damages, operational costs, fines, and other effects.
- G. Provide pipeline plugs, temporary suction piping, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the sewer main can be safely diverted around the section of sewer designated for rehabilitation. Do not stop or impede the main flows without prior approval by SCSD.
- H. Temporary bypass pumping systems for system shutdowns extending overnight shall be operated 24 hours per day.
- I. Where portions of the Work require that tributary pump stations be taken out of service for prolonged periods, the Contractor shall construct a temporary bypass pumping system for those pump stations that discharge into either the existing piping downstream of the affected area, or to a neighboring gravity sewer (as identified by SCSD) that flows to an unaffected pump station.
- J. Temporary road ramps shall be used where necessary to maintain traffic flow in accordance with the Traffic Control Plan as required by Section 01 35 00, Special Procedures.
- K. Cease bypass pumping operations and return flows to the new or existing sewer when directed by SCSD.
- L. Contractor shall repair, at his own expense, any damage to public or private property caused by his operations.
- M. A copy of the SCSD approved Temporary Bypass Pumping Plan shall be available onsite at all times during temporary bypass pumping operations.

3.5 MONITORING

- A. Operators shall perform inspections of the temporary bypass pumping system and operation at a minimum of hourly intervals. Inspections shall include at a minimum:
 - 1. Observation of all components of the temporary bypass system, including all piping and appurtenances, to ensure the system is operating as specified and no leakage or damage is occurring.
 - 2. Observation of the suction and discharge locations of the temporary bypass pumping system, including upstream and downstream sewers, to ensure flow levels are as expected and no surcharging of the sewer or damage is occurring.
 - 3. Verification of adequate fuel supply.
- B. Inspections shall be documented in the operation log at the time that the inspection is performed.

3.6 PROTECTION

- A. Protect temporary bypass pumping systems from traffic in proximity to system components and vandalism. Repair or replace damaged components immediately.

3.7 MAINTENANCE

- A. Ensure that the temporary bypass pumping system is properly maintained in accordance with the Temporary Bypass Pumping Plan and manufacturer recommendations. There shall be no leakage from the temporary bypass pumping system.
- B. Sufficient spare parts for pumps and piping shall be kept on site to maintain operation of the redundant system. Immediately replace spare parts that are placed into service.

3.8 DISASSEMBLY AND REMOVAL

- A. When bypass operations are complete, bypass piping shall be flushed with fresh water and drained into the wastewater system prior to disassembly. Piping shall be disassembled in a manner to prevent an SSO.
- B. Upon completion of the bypass pumping operations, and after the receipt of written permission from SCSD, the Contractor shall disassemble and remove piping and restore property to pre-construction condition.

END OF SECTION

DIVISION 33 UTILITIES

SECTION 33 05 62

POLYMER CONCRETE MANHOLE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section includes the materials, manufacture, and installation of precast polymer concrete manholes, bases, lids and appurtenances.

1.2 REFERENCES

- A. ASTM C 33 Standard Specification for Concrete Aggregates
- B. ASTM C 478 Standard Specification for Precast Reinforced Concrete Manhole Sections
- C. ASTM C 443 Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets
- D. ASTM C 497 Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
- E. ASTM C 579 Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic, Surfacing, and Polymer Concretes
- F. ASTM C 580 Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- G. ASTM C 857 Standard Practice for Minimum Structural Design Loading for Underground Utility Structures
- H. ASTM C 923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manholes Structures, Pipes, and Laterals
- I. ASTM C 990 Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants
- J. ASTM D 648 Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position
- K. ASTM D 6783 Standard Specification for Polymer Concrete Pipe
- L. ASTM D 2584 Test Method for Ignition Loss of Cured Reinforced Resins
- M. ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures & Commentary
- N. ACI 440.1R-15 Guide for the Design and Construction of Structural Concrete Reinforced with Fiber-Reinforced Polymer (FRP) Bars
- O. ACI 548.6R-96 Polymer Concrete-Structural Applications State-of-the-Art Report
- P. California Greenbook Standard Specifications for Public Works Construction Section 211-2

1.3 SUBMITTALS

- A. Submittals shall be made in accordance with Section 01 30 00, Contractor Submittals
- B. Submit manufacturer's data and details of following items for approval:
 - 1. Shop drawings of manhole sections, base units and construction details, reinforcement details, jointing methods, materials, and dimensions

2. Summary of criteria used in manhole design including, as minimum, material properties, loading criteria, and dimensions assumed. Include certification from manufacturer that polymer concrete manhole design meets or exceeds the load and strength requirements of ASTM C 478 and ASTM C 857.
 3. Frames, grates, rings, and covers
 4. Materials to be used in fabricating pipe drop connections
 5. Materials to be used for pipe connections
 6. Materials to be used for stubs and stub plugs, if required
 7. Proof of independent Chemical Resistance testing conducted in accordance with the Standard Specifications for Public Works Construction (California Greenbook) Section 211-2
- C. Submitted sealed drawings by a registered Professional Engineer.

PART 2 – PRODUCTS

2.1 POLYMER CONCRETE MANHOLES

- A. Provide precast polymer concrete manhole sections, monolithic base section and lid.
- B. Provide base riser section with monolithic floors, unless shown otherwise.
- C. Provide riser sections joined with bell and spigot / ship-lap design seamed with butyl mastic and or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure.
- D. Construct riser sections for polymer concrete manholes from standard polymer concrete manhole sections of the diameter indicated on drawings. Use various lengths of polymer concrete manhole sections in combination to provide correct height with the fewest joints.
- E. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer.
- F. Provide tops to support AASHTO HS-20 or HL-93 or vehicle loading or loads as required and receiving cast iron frame covers or hatches, as indicated on drawings.
- G. Manholes shall be designed with sufficient bottom anchorage and side friction to resist buoyancy. Field cast floatation collars are acceptable.

2.2 DESIGN CRITERIA:

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C 478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.
 1. AASHTO HS-20 or HL-93 design or as required loading applied to manhole cover and transition and base slabs
 2. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06
 3. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections
 4. Internal liquid pressure based on unit weight of 63 pcf
 5. Dead load of manhole sections fully supported by polymer concrete manhole base

2.3 DESIGN:

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of ASTM C 478, ASTM C 857 and ACI 350-06 as modified for polymer concrete manhole design as follows:
 1. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix.

2. All aggregate, sand and quartz powder shall meet the requirements of ASTM C 33, where applicable. All sand and aggregate shall be inert in an acidic environment
3. Reinforcement
 - a. Steel reinforcement per ASTM C 478, or
 - b. Acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design
4. Thermosetting Resin
 - a. The resin content shall not be less than 7% of the weight of the sample as determined by test method D 2584.
 - b. Resin selection shall be suitable for applications in the corrosive conditions to which the polymer concrete manhole structures will be exposed.
 - c. Resin additives such as curing agents, pigments, dyes, fillers and thixotropic agents, when used, shall not be detrimental to the structural or corrosion resistance properties of the manhole.
5. Each polymer concrete manhole component shall be free of all defects, including indentations, cracks, foreign inclusions and resin starved areas that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%. Variations in height of two opposite sides of risers and cones shall not be more the 5/8 inch. The under run in height of a riser or cone shall not be more than ¼ in/ft of height with a maximum of ½ inch in any one section
6. Marking and Identification - Each manhole shall be marked with the following information - Manufacturer's name or trademark, Manufacturer's location and Production Date
7. Manhole joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that would affect joint integrity
8. Minimum clearance between wall penetrations and joints shall be per manufacturer's design
9. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All precast base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material
10. Provide resilient pipe to manhole connectors conforming to requirements of ASTM C 923 or other options as available. All connectors are to be water tight. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions.

2.4 GROUTING

- A. All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer

2.5 MANUFACTURER

- A. Manufacturer of precast polymer concrete items shall employ manufacturing methods and material formulation in use for a minimum of five years. Submit manufacturer references with materials data.
- B. Manufacturers:

1. Armorock LLC, Boulder City, Nevada, www.armorock.com
2. U.S. Composite Pipe, a division of Thompson Pipe Group, Alvarado, Texas, www.uscompositепipe.com
3. iNTERpipe, Des Moines, Iowa, www.polymerpipe.com
4. Or approved equal

2.6 ACCESS HATCH

- A. Access hatch frames and covers shall be fabricated aluminum with stainless steel hardware, 2-leaf design with integral fall protection grating.
 1. Flygt Safe-Hatch
 2. Bilco JDAL-H20
 3. Or approved equal.
- B. Covers shall be fabricated with supports to resist deflection.
- C. All covers shall be hinged providing access to the entire vault. Covers shall have spring hydraulic assists.
- D. All covers shall be equipped with a hold-open mechanism with safety chains.
- E. All covers shall be equipped with a flush, locking device with locking eyes up.
- F. All covers must be H20 traffic rated for equipment or vehicle loading.

2.7 MANHOLE FRAMES AND COVERS

- A. Provide manhole frames and covers per Section 33 05 61.

2.8 CAST-IN-PLACE CONCRETE BASE

- A. Provide cast-in-place concrete base for cast-around manholes per Section 33 05 61. Provide ring-form to create top channel sized to receive manhole barrel.
- B. Cast-in-place bases shall be epoxy-coated per Section 09 90 00.

2.9 INSIDE DROP BOWL

- A. Provide inside drop bowl system at inlet pipe, as indicated on the drawings.
- B. Drop bowl system shall consist of drop bowl, drop pipe and stainless steel pipe brackets.
- C. System shall be Reliner as manufactured by Duran, Inc., or approved equal.
- D. Drop bowl may be field mounted or pre-mounted at casting facility.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The installation of wet wells shall be in accordance with the project plans and specifications and the manufacturer's recommended practices.
- B. Handling: Properly rated slings and spreader bar shall be used for lifting. The type of rigging used shall be per the manufacturer's recommendation.
- C. Place the precast polymer concrete base and install all lateral pipes as shown on the plans into flexible connectors per flexible connector manufacturer's instructions.
- D. Place manhole section plumb and level, trim to correct elevations, as follows:
 1. All joint surfaces of precast sections and surface of manhole base shall be thoroughly inspected for damage and cleaned prior to setting precast sections. The sections shall be set in preformed plastic sealing gaskets.
- E. Jointing:

1. Sealing surfaces and joint components shall be inspected for damage and cleaned of all debris.
 2. Joint sealants shall be installed in accordance to the manufacturer's instructions. Handling of barrel sections after the sealant has been affixed shall be carefully controlled to avoid bumping the gasket and thus displacing it or contaminating it with dirt or other foreign material. Any gaskets so disturbed shall be removed and replaced if damaged and repositioned if displaced.
 3. Apply joint lubricant to elastomeric seals. Use only lubricants approved by the manufacturer.
 4. Care shall be taken to properly align the manhole section with the previously set section before it is lowered into position.
 5. Placement and compaction of surrounding backfill material shall be applied so as to provide sufficient and equal side pressure on the manhole.
- F. Before any work is started on adjusting or repairing a manhole, the channels in the base shall be covered with strips of wood and the entire base covered with a heavy piece of canvas. This cover shall be kept in place during all work. Upon completion of the WORK the wood strips and the canvas shall be removed from the manhole allowing no debris to fall or remain in the manhole.

3.2 COLD JOINT PIPE PENETRATIONS

- A. Where required, cold joint pipe penetrations shall be grouted using a corrosion resistant grout and a rubber water stop grout ring.

3.3 LEAKAGE TESTING

- A. Water tightness of wet well shall be tested in connection with tests of sanitary sewers and manholes, or at the time the manhole is completed and backfilled.
- B. Perform leakage test per the requirements of Section 33 05 05.33.

3.4 DEFECTIVE POLYMER CONCRETE AND REPAIRS

- A. Precast polymer concrete showing cracks, rock pockets, voids, spalls, or other defects that adversely affect the structural adequacy of the manhole shall be considered defective.
1. The Engineer shall be the arbiter as to whether polymer concrete is defective.
- B. Defective polymer concrete resulting from improper casting or curing shall be repaired or replaced at the plant prior to shipment.
1. All damaged polymer concrete surfaces shall be inspected and any pour joints, voids, rock pockets, tie holes, etc. shall be patched at one time.
- C. Damaged polymer concrete that results from transportation, handling, or storage after the piece has left the plant shall be repaired or replaced at no expense to the Owner, in accordance with the manufacturer's recommendations.

3.5 INSIDE DROP BOWL

- A. Installation shall be in accordance with manufacturer requirements.

END OF SECTION

DIVISION 33 UTILITIES
SECTION 33 30 00
SANITARY SEWERAGE UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Site domestic wastewater (sanitary sewage) pipe and fittings
 - 2. Manholes, cleanouts, flushing inlets, and other appurtenances

1.2 RELATED REQUIREMENTS

- A. Section 31 23 33 – Trenching
- B. Section 33 01 50.01 – Temporary Bypass Pumping
- C. Section 33 05 62 – Polymer Concrete Manhole
- D. California Building Standards Code (CBSC), 2022 Edition.

1.3 REFERENCES

- A. ASTM C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
- B. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- C. ASTM D 3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- D. ASTM F 1417 – Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air

1.4 SUBMITTALS

- A. Submit testing results for the proposed bedding and backfill to the ENGINEER and GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use
- B. Submit samples of proposed bedding and backfill to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- C. Submit manufacturer cut sheets for piping and appurtenances to the ENGINEER.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Sewer system shall be constructed in accordance with ASTM D 2321, manufacturer recommendations, the Drawings, and these Specifications.

2.2 BEDDING AND BACKFILL

- A. Pipe bedding and initial backfill: Clean Sand in accordance with Section 31 23 33, or native material if approved by the GEOTECHNICAL ENGINEER.

- B. Final backfill: Clean Sand in accordance with Section 31 2333, or native material if approved by the GEOTECHNICAL ENGINEER.

2.3 PIPE

- A. Gravity sewer pipe, 4" through 8": PVC SDR 26 with rubber gasketed joints conforming to ASTM D 3034

2.4 MANHOLES

- A. Concrete manholes shall be precast units conforming to ASTM C 478 and the details shown on the plans.
- B. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.
- C. Pipe connections to concrete structures shall be fitted with a flexible, watertight elastomeric gasket conforming to ASTM C-923 (for PVC pipe).
- D. The flow line, whether precast or cast in place, shall be formed in the field to provide a smooth flow line with bench at the pipe spring line. The invert paving thickness in precast structures shall be at least 3" below the bottom of the lowest pipe.
- E. Manhole frames and covers shall be made of ductile iron conforming to ASTM A 536, Class 400, or cast iron conforming to ASTM A 48, Class 30. Casting shall be smooth, clean, and free from blisters, blowholes, and shrinkage. Castings shall be asphalt coated.
 - 1. Frames and covers shall be of the traffic type, designed for H-20 loading.
 - 2. Covers shall have the words "SANITARY SEWER" cast thereon.

2.5 CLEANOUTS

- A. Cleanout boxes: Christy G5 with cast iron cover, traffic rated. Cover to be marked "Sewer".
- B. Materials for cleanouts and flushing inlets shall be in accordance with the California Plumbing Code and the details on the Construction Drawings. Cleanout risers shall be of the same material and diameter as the sewer line.

2.6 ACCESSORIES

- A. Provide warning tape as specified in Section 31 2333 – Trenching

PART 3 – EXECUTION

3.1 GENERAL

- A. All work shall be in accordance with:
 - 1. The California Plumbing Code
 - 1. Product manufacturer's recommendations
 - 2. ASTM D 2421

3.2 MAINTAINING SANITARY SEWER SERVICE

- A. Maintain sanitary sewer service and conduct operations at times selected to minimize the duration and inconvenience of service interruption.
- B. At least 48 hours prior to the required cutting or abandoning of an existing sewer line, notify the water utility owner, and obtain approval of the schedule.

3.3 TRENCHING

- A. Perform trenching in accordance with Section 31 23 33.
- B. Provide warning tape in accordance with Section 31 23 33.

3.4 PIPE COVER

- A. Top of pipe to finished grade shall be 36 inches minimum for 4 inch and larger pipe, unless otherwise indicated on the Drawings or approved by the Engineer.
 - 1. Pipes 4" in diameter and larger which are located within paved areas and with less than 24" of cover measured from the top of pipe to the finished pavement grade shall be backfilled with minimum 2,500 psi concrete to at least 6" above the top of pipe.

3.5 PIPE TESTING

- A. Following placement and compaction of backfill, and prior to the placement of permanent pavement, sewer mains and laterals shall be cleaned, videoed, and tested with low pressure air to verify that the pipeline is free from obstructions (deflections, joint offsets, lateral pipe intrusions, etc.) and water-tight.
- B. All PVC main line pipe shall be tested for deflection, joint displacement, or other obstruction by passing a rigid mandrel through the pipe by hand. The mandrel shall be a full circle, solid cylinder, or a cylinder, approved by the District as to design and manufacture. The circular cross section of the mandrel shall have a diameter of at least 95 percent of the specified average inside pipe diameter of the pipe.
- C. Low pressure air testing shall be performed in accordance with ASTM F 1417.

3.6 MANHOLE INSTALLATION

- A. Manhole Base
 - 1. Manhole bases shall be poured in place against undisturbed soil with Class A concrete having 3/4-inch-maximum size aggregate and a slump of not greater than 2-inches. The manhole base shall be poured as one monolithic pour. A 12-inch thick base of 3/4-inch crushed rock shall be placed prior to the placement of concrete for all installations.
 - 2. Manhole Stub Placement: The manhole stubs and sewer main shall be set before the concrete is placed and shall be rechecked for alignment and grade before the concrete has set. The various sized inlets and outlets to the manhole shall be located as indicated on the plans and as detailed in the detail drawings.
 - 3. Channel Configuration: The invert of the manhole base shall be formed so as to provide smooth channels conforming in size and shape to the lower portions of the inlet and outlet pipes. The channel shall vary uniformly in size and shape from inlet to outlet, and a shelf shall be constructed higher than the pipe as indicated on the drawings. The manhole base shall extend 12-inches below the bottom of the lowest pipe.
 - 4. Curing Time Before Further Construction: Unless approved otherwise by the ENGINEER in advance, the bases shall set a minimum of 24 hours before the manhole construction is continued.
 - 5. Manhole Barrel Impression Ring shall be used to mold a groove into the base to match the manhole barrel.
- B. Pre-Cast Manhole Base
 - 1. Place 12-inch thick base of 3/4-inch crushed rock on undisturbed soil below pre-cast manhole base. Backfill and compact per Section 31 00 00.

- C. Manhole Construction.
 - 1. Stack barrels and cones as detailed on the Drawings.
 - 2. Provide grade rings to meet final rim elevation.
 - 3. The manhole frame shall be bolted to grade ring and secured with grout and cement mortar fillet.

3.7 MANHOLE TESTING

- A. Watertightness of manholes shall be tested by fill testing.
- B. Fill testing shall consist of plugging all pipe connections, filling the manhole with clean water and measuring the change in water surface over a 1-hour period. A change of more than ½ inch over 15 minutes shall be cause for rejection.

END OF SECTION

Appendix A - Phase Delineation

LEGEND

- 3" HMA (1/2" TYPE A)
ON RE-COMPACTED EXISTING AB
- CONCRETE PAVING
- 3" HMA ON 6" CL 2 AB
- SAWCUT LINE
- ARROW PAVEMENT MARKING
- ACCESSIBLE PATH OF TRAVEL

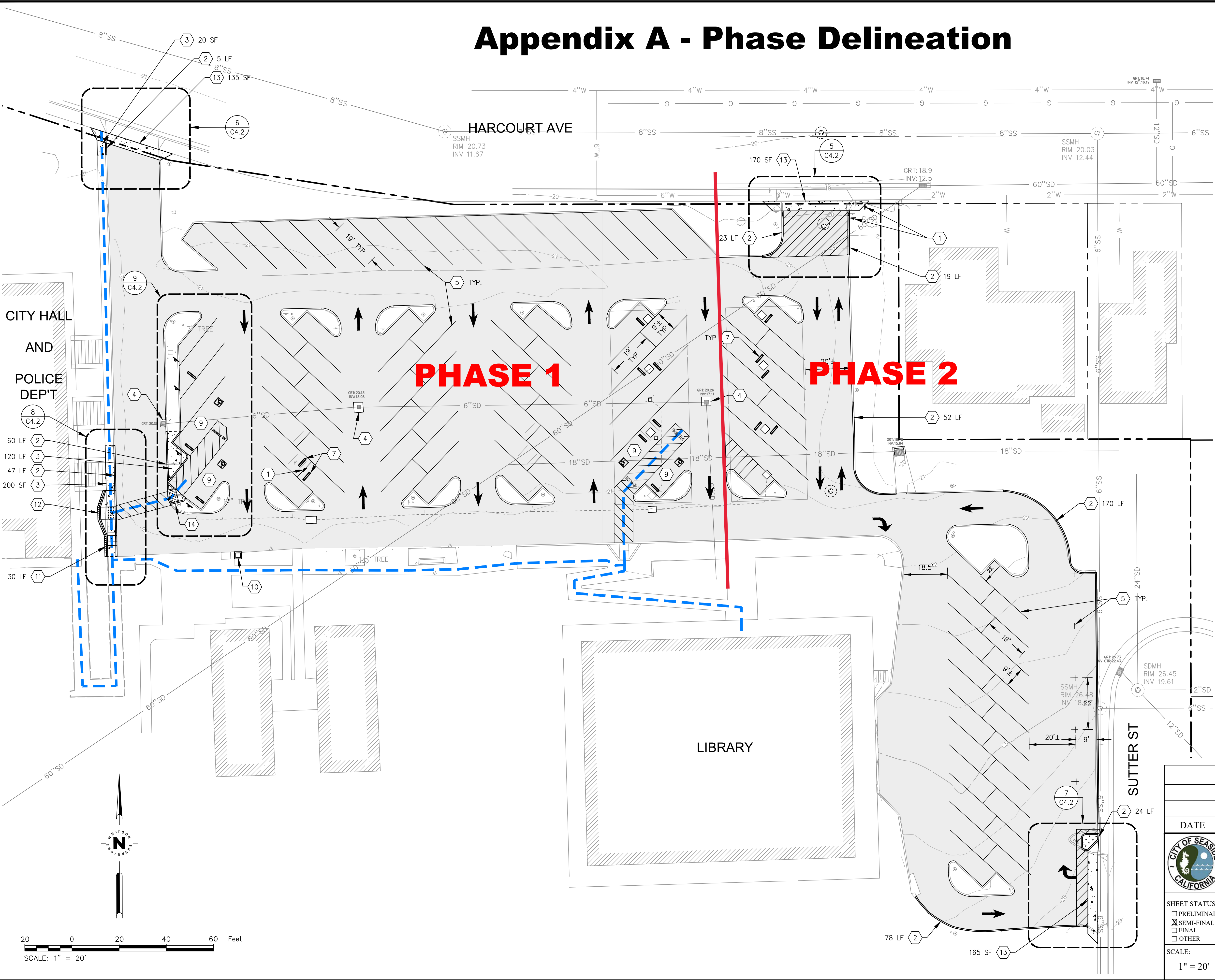
CONSTRUCTION KEYNOTES:

- RESET OR RELOCATE EXISTING SIGN PANEL ON NEW POST AND FOUNDATION PER CALTRANS STANDARDS PLAN RS-5 ON SHEET C4.3.
- CONCRETE CURB PER DETAIL S-101 ON SHEET C4.1
- CONCRETE SIDEWALK PER DETAIL S-101 ON SHEET C4.1
- DRAIN INLET APRON PER DETAIL 4 ON SHEET C4.2
- RE-STRIPE PARKING LOT WITH 2-COAT PAINT PER DETAILS. MATCH EXISTING STRIPING LAYOUT.
- INTENTIONALLY OMITTED
- CONCRETE WHEEL STOP PER DETAIL 3 ON SHEET 4.2
- INTENTIONALLY OMITTED
- ACCESSIBLE PARKING PER STANDARD PLAN A90A/C4.1. MINIMUM STALL DIMENSIONS: 9'W x 19'L. FINISHED SLOPES WITHIN PARKING AND LOADING AREAS SHALL NOT EXCEED 2%.
- RELOCATED MAILBOX; CONSTRUCT 3'x3'x6" CONCRETE SLAB AT LOCATION DETERMINED BY THE ENGINEER AND BOLT MAILBOX TO SLAB PER POST OFFICE REQUIREMENTS.
- 6" TO 18" CONCRETE RETAINING CURB PER DETAIL 12 ON SHEET C4.2
- CONCRETE CURB RAMP CASE PER DETAIL A88A ON SHEET C4.3
- RETROFIT PEDESTRIAN PASSAGE PER DETAIL 1 ON SHEET C4.2.
- PASSAGEWAY WITH 36"-DEEP DWS. (FLUSH CURB PAID FOR AS CONCRETE CURB, AND CONCRETE UNDER DWS PAID FOR AS CONCRETE SIDEWALK.)



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

DATE		REVISIONS	
CITY OF SEASIDE		CITY OF SEASIDE	
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET TITLE:		PROJECT NO.	
CONSTRUCTION PLAN		SHEET NO.	
PROJECT TITLE:		C2.1	
CITY HALL AND LIBRARY		DWG FILE NO.	
PARKING LOT REPAVING		2071.27 CIVIL	



CITY HALL AND LIBRARY PARKING LOT REPAVE PROJECT
REIMBURSEMENT AGREEMENT

This is a Sewer Line Improvement and Relocation Reimbursement Agreement between the City of Seaside (“CITY”) and Seaside County Sanitation District (“SCSD”) for the purpose of relocating and replacing certain portions of sewer line and the reimbursement to CITY by SCSD for relocating and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, the City of Seaside (“CITY”, “DEVELOPER”), in conjunction with its parking lot repaving project has planned to relocate and reconstruct a portion of the SCSD sewer line; and

WHEREAS, SCSD is the owner and operator of an older sewer line which is required to be relocated and replaced as a part of the City’s repaving project; and

WHEREAS, SCSD and CITY have agreed that such relocation and replacement of the sewer line is of benefit to SCSD as it will improve both access and quality of the sewer line all to the benefit of SCSD; and

WHEREAS, SCSD has reviewed and approved the improvements associated with the relocation of the sewer, and as described in PLANS and Exhibit A (“Improvements”), will benefit other properties within the City and are therefore properly the subject of this Reimbursement Agreement; and

NOW THEREFORE, SCSD AND CITY AGREE AS FOLLOWS:

AGREEMENT

1. Recitals Correct. The recitals set forth above are true and correct.

2. Reimbursement. SCSD and CITY agree that Improvements consisting of the relocation of the sewer line shown on the PLANS and as described in Exhibit A are properly the subject of a Reimbursement Agreement and that the sum of \$157,215.00 is a fair and equitable reimbursement for CITY’S costs of relocating the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by DEVELOPER, approval of and acceptance of dedication of Improvements by the City Engineer.

3. Construction. CITY shall construct Improvements. The Improvements as described in PLANS and Exhibit A have been reviewed and approved by CITY. However, CITY has not made an independent investigation of the job site, soil conditions, and any and all other conditions that might affect the design and construction of the facilities. It is the

responsibility of CITY to construct all Improvements in accordance with the PLANS and Exhibit A. In the event that job conditions require changes in the PLANS and/or Exhibit A, a request for such deviation must be submitted in writing by CITY for approval by SCSD; no deviation will be allowed without such approval.

4. Access; Compliance with Plans and Exhibit A. CITY shall allow SCSD'S duly authorized representative access to the work at all times and shall furnish representative with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the PLANS and Exhibit A. SCSD may reject defective work and require its repair, replacement, or removal by CITY, all at no expense to SCSD. All work shall conform to the PLANS and Exhibit A.

5. Default. In the event that the Improvements are not completed to the satisfaction of CITY, CITY in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. In the event of such default by DEVELOPER, and CITY'S subsequent undertaking, CITY shall have no obligation to reimburse DEVELOPER for any partial performance of this agreement, except that CITY shall reimburse DEVELOPER for that portion of the work which is determined by CITY to be acceptable.

6. Indemnity. CITY agrees to accept all responsibility for loss or damage to any person or entity, and to defend indemnify, hold harmless and release SCSD, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that maybe asserted by any person or entity, including CITY, arising out of or in connection with the performance of CITY hereunder, whether or not there is concurrent negligence on the part of SCSD but excluding liability due to the sole active negligence or sole willful misconduct of SCSD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CITY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

CITY shall be liable to SCSD for any loss of, or damage to, SCSD property arising from or in connection with CITY'S performance hereunder.

8. Permits. Prior to commencing construction of Improvements, CITY shall be responsible for obtaining all required permits for the construction and installation of said improvements and facilities, including but not limited to building, grading and encroachment permits from CITY.

9. Prevailing Wages. This is a public works project and CITY shall comply with all provisions of California Labor Code §§ 1770 *et seq.* regarding prevailing wages.

10. Workmanship. CITY hereby warrants that the design and construction of improvements will not adversely affect any portion of adjacent properties, and that all work will be performed in a proper and workmanlike manner.

12. No Third Party Beneficiary. Nothing in this agreement does or is intended to create an interest in any person or entity not a party to this agreement.

13. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure ' 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

SCSD : District Engineer
 SCSD
 440 Harcourt Engineering
 Seaside, CA 93955

CITY: City Engineer
 Public Works Engineering
 440 Harcourt Avenue
 Seaside, CA 93955

and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

15. Governing Law; Venue. This Agreement shall be construed, and its performance enforced, under California law. Because this Agreement is to be performed in the County of Monterey, The parties hereto agree that the forum for the adjudication of any dispute regarding this Agreement or enforcement thereof shall be brought exclusively and solely in Sonoma County, California.

16. Assignment. CITY shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the District Engineer, in the District Engineer's sole and absolute discretion. CITY agrees that the District Engineer shall have the right to approve any and all subcontractors and subconsultants to be used by CITY in the performance of this Agreement before CITY contracts with or otherwise engages any such subcontractors or subconsultants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

DEVELOPER:

CITY:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Attachments:

- Exhibit A – City Hall and Library Parking Lot Repave Project Cost

Exhibit A

Sutter Street Sewer Reroute Reimbursement Tabulation

Bid Item	Original Reimbursement Amount	Revised Reimbursement Amount
Line Item 20	\$1,500.00	\$1,500.00
Line Item 21	\$9,000.00	\$18,000.00
Line Item 22	\$9,000.00	\$0.00
Line Item 23	\$10,000.00	\$0.00
Line Item 24	\$52,200.00	\$52,200.00
Line Item 25	\$7,500.00	\$0.00
Line Item 26	\$15,000.00	\$15,000.00
Extra Work PCO 3.01	\$0.00	\$11,695.00
Extra Work PCO 6.00	\$0.00	\$58,820.00
Total	\$104,200.00	\$157,215.00

EXHIBIT A

Bid items 20 through 26 pertain to the Sutter Street
Sewer Reroute Project

June 2023

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.

Base Bid

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	25,000	25,000
2	Storm Water Compliance	1	LS	7,500 -	7,500 -
3	Traffic Control	1	LS	8,800 -	8,800 -
4	Construction Staking	1	LS	8,500 -	8,500 -
5	Demolition	1	LS	55,000 -	55,000 -
6	Drain Inlet Apron	3	EA	2,000 -	6,000 -
7	Class 2 Aggregate Base	24	CY	360 -	8,640 -
8	Hot Mix Asphalt (Type A)	1,030	TON	216 -	222,480 -
9	Concrete Sidewalk and Curb Ramp	340	SF	22 -	7,480 -
10	Concrete Pedestrian Passage	470	SF	21 -	9,870 -
11	Concrete Vertical Curb	480	LF	56 -	26,880 -
12	6"-18" Concrete Retaining Curb	30	LF	150 -	4,500 -
13	Detectable Warning Surface	30	SF	36 -	1,080 -
14	Salvage and Reinstall Stacked Block Wall	1	LS	11,000	11,000 -
15	Wheel Stop	16	EA	170 -	2,720 -
16	Salvage and Reinstall Roadside Sign	1	EA	280 -	280 -
17	Replace Roadside Sign Panel on Existing Post	1	EA	335 -	335 -
18	Roadside Sign	2	EA	500 -	1,000 -
19	Pavement Markings	1	LS	3,600 -	3,600 -
20	Sewer Bypass	1	LS	1,500 -	1,500 -
21	Standard Manhole	1	EA	9,000 -	9,000 -
22	Shallow Manhole, Type 1	1	EA	9,000 -	9,000 -
23	Polymer Concrete Inside Drop Manhole	1	EA	10,000 -	10,000 -
24	8" PVC SDR 26 Sanitary Sewer Pipe	290	LF	180 -	52,200 -

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
25	Storm Drain Crossing	1	LS	7,500-	7,500-
26	Plug and Abandon Existing 6" Sanitary Sewer Pipe	1	LS	15,000-	15,000-
27	Relocate Post Office Mailbox	1	EA	3,400-	3,400-
28	Record Drawings	1	LS	1,100-	1,100-
TOTAL					519,365
The TOTAL BASE BID AMOUNT described in words is:					
<u>five hundred nineteen thousand, three hundred</u> <u>sixty-five dollars</u> and _____/100 DOLLARS					

(F) – Final Pay item

(N) - Item not subject to unit price adjustments for quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

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



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

August 28, 2023

Patrick Grogan
City of Seaside
Associate Civil Engineer
440 Harcourt Ave.
Seaside, CA 93955
(831) 899-6885
PGrogan@ci.seaside.ca.us

Re: City of Seaside City Hall & Library Parking Lot- PCO #003.01, Sewer Changes

M.P.E. proposes to provide all labor, equipment, and materials required to install new sewer system as per revised plan sheet C2.2, dated 8/23/23.

Work to be Performed (Extra Work):

- Bid Item 21: SSMH **1 EA @ \$9,000**
- Additional depth for new sewer installation **1 / LS @ \$11,695**

Total Add: \$20,695.00

Work to be Omitted (Credit):

- Bid Item 22: Construct shallow SSMH **(1 EA @ \$9,000)**
- Bid Item 23: Construct polymer drop SSMH **(1 EA @ \$10,000)**
- Bid Item 25: Construct storm drain crossing **(1 LS @ \$7,500)**

Total Credit: (\$26,500.00)

Notes:

- *This proposal does not include additional work related to sewer lateral relocations.*
- *This proposal does not include additional potholing work performed on Force Account.*
- *Credited bid items are provided to show the effect on total contract value. If credited items are incorporated into this CCO and billed for, corresponding Contract bid items will also be billed for to balance.*

Total Change: (\$5,805.00)

It is mutually agreed that for such change the contract price is **decreased** by **\$5,805.00 (five thousand, eight hundred, five dollars, and 0/100)**.

M.P.E. specifically excludes the following items:

- Sewer lateral relocation work
- Engineering, permits, and/or fees
- All bonds, as-builts, and/or construction staking
- All construction testing
- SWPPP installation and/or maintenance
- ***Any items not specifically listed above***

Please review the above cost proposal and, if acceptable, issue a change order for the work described. In addition, we request a Contract Time Extension of one (1) **working** day(s) or two (2) **calendar** day(s). If you have any questions, please feel free to contact me by phone at (831) 277-5917, or by email at bart@mpe2000.com.

Sincerely,

Bart Bruno

Bart Bruno

Estimator/Project Manager



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

September 21, 2023

Patrick Grogan
City of Seaside
Associate Civil Engineer
440 Harcourt Ave.
Seaside, CA 93955
(831) 899-6885
PGrogan@ci.seaside.ca.us

Re: City of Seaside City Hall & Library Parking Lot- PCO #006.00, Relocate SS Laterals

M.P.E. proposes to provide all labor, equipment, and materials required to install new sewer lateral(s) as shown on revised plan sheet C2.2 dated 8/23/23.

Work to be Performed (Extra Work):

Option A: Shared 6" Lateral

- USA and layout **\$650.00**
- Pothole existing utilities and points of connection as shown on plans **\$4,550.00**
- Excavate, connect to existing sewer main, and install 90 LF of new 6" shared lateral within existing easement **\$29,600.00**
- Bypass existing sewer while connecting new wyes **\$2,800.00**
- Prepare grade for 10 LF of new concrete curb, gutter, and sidewalk **\$1,300.00**
- Form, pour, and finish 10 LF new concrete curb, gutter, and sidewalk **\$1,650.00**
- Restore pavement with 4" HMA **\$7,400.00**
- Provide all traffic control required for work described above **\$7,920.00**
- Furnish pipe materials for work described above **\$2,950.00**

Proceed with Option A

Total Option A: \$ 58,820.00

Option B: Individual Laterals

- USA and layout **\$650.00**
- Pothole existing utilities and points of connection as shown on plans **\$9,100.00**
- Sawcut and demolish existing PCC and brick paving at 590 Harcourt **\$3,350.00**
- Excavate, connect to existing sewer main, and install two (2) 90 LF 4" sewer laterals **\$50,000.00**
- Bypass existing sewer while connecting new wyes **\$3,250.00**

- Prepare grade for 20 LF of new concrete curb, gutter, and sidewalk ~~\$2,600.00~~
- Form, pour, and finish 20 LF new concrete curb, gutter, and sidewalk ~~\$3,300.00~~
- Prepare grade for new concrete hardscape at 590 Harcourt ~~\$5,200.00~~
- Form, pour, and finish new concrete at 590 Harcourt ~~\$14,500.00~~
- Restore pavement with 4" HMA ~~\$13,300.00~~
- Provide all traffic control required for work described above ~~\$10,550.00~~
- Furnish pipe materials for work described above ~~\$3,150.00~~

Total Option B: \$118,950.00

Notes:

- *This proposal excludes all landscape and/or irrigation restoration. If required, repairs will be performed on a Force Account basis.*
- *We cannot guarantee colored concrete to match existing color.*
- *Bypass for tie-in work assumed to be plugs with submersible trash pump and lay flat hose. If a more robust bypass system is required, additional costs will be warranted.*
- *Because of the nature of working on private property, we suggest performing ALL work on a Force Account basis.*

If **Option A** is chosen, it is mutually agreed that for such change the contract price is increased by **\$58,820.00 (fifty-eight thousand, eight hundred, twenty dollars, and 0/100).**

~~If **Option B** is chosen, it is mutually agreed that for such change the contract price is increased by **\$118,950.00 (one hundred, eighteen thousand, nine hundred, fifty dollars, and 0/100).**~~

M.P.E. specifically excludes the following items:

- Sewer lateral relocation work
- Engineering, permits, and/or fees
- All bonds, as-builts, and/or construction staking
- All construction testing
- SWPPP installation and/or maintenance
- **Any items not specifically listed above**

Please review the above cost proposal and, if acceptable, issue a change order for the work described. In addition, we request a Contract Time Extension of ten (10) **working** day(s) or sixteen (16) **calendar** day(s). If you have any questions, please feel free to contact me by phone at (831) 277-5917, or by email at bart@mpe2000.com.

Sincerely,

Bart Bruno

Bart Bruno

Estimator / Project Manager