



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING BOARD OF DIRECTORS

Tuesday, September 10, 2024, 9:30 AM
CITY OF SEASIDE CONFERENCE ROOM

BOARD MEMBERS

Jerry Blackwelder
Chair

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054

John Uy

First Vice Chair

City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940
(831) 394-8511

Ian N. Oglesby

Second Vice Chair

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

DISTRICT STAFF

Craig Malin

Interim District Manager
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6701

Daniel Meewis

Acting 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**

Jerry Blackwelder

John Uy

Ian N. Oglesby

Chair

First Vice Chair

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. ADOPT A RESOLUTION APPROVING THE PLANS
AND SPECIFICATIONS FOR THE REPAIR OF A
SEWER LINE INCLUDED IN THE CITY OF SEASIDE'S
LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL
TRAIL PROJECT AND AUTHORIZING A
REIMBURSEMENT AGREEMENT WITH THE CITY OF
SEASIDE FOR REPAIRS TO THE SANITARY SEWER
SYSTEM AS PART OF THE PROJECT**

PURPOSE: The purpose of this item is to adopt a resolution approving the plans and specifications for the repair of a sewer line as part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, and to consider a reimbursement agreement with the City of Seaside (City) for the repairs to the sanitary sewer system as a part of

the Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project and authorizing the District Manager to execute a reimbursement agreement with the City of Seaside for repairs to the sanitary sewer system as a part of the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

B. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE REPAIR OF A SEWER MAIN INCLUDED IN THE CITY OF SEASIDE'S 2023 PAVEMENT REHABILITATION PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR REPAIR TO THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT

PURPOSE: The purpose of this item is to adopt a resolution approving the plans and specifications for the repair of a sewer main as part of the 2023 Pavement Rehabilitation Project, and to consider a reimbursement agreement with the City of Seaside (City) for repair of the sanitary sewer main as a part of the City of Seaside 2023 Pavement Rehabilitation Project.

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the repair of a sewer main including in the City of Seaside's 2023 Pavement Rehabilitation Project and authorizing the District Manager to execute a reimbursement agreement with the City of Seaside for repairs to the sanitary sewer main as a part of the City of Seaside's 2023 Pavement Rehabilitation Project.

C. ADOPT A RESOLUTION APPROVING A CONTRACT WITH MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$44,000.00 FOR REPAIR OF A SEWER MAIN ON BROADWAY AVENUE NEAR TERRACE STREET

PURPOSE: The purpose of this item is to retain Monterey Peninsula Engineering for repair of a sanitary sewer main on Broadway Avenue approximate 66 feet east of the intersection of Terrace Street.

RECOMMENDATION: It is recommended that the District Board adopt a resolution authorizing the District Manager to execute a construction services agreement with Monterey Peninsula Engineering for an amount not to exceed \$44,000.00 for sewer repair on Broadway Avenue at Terrace Street.

D. Receive Seaside County Sanitation District Operations Report for May, June, July and August 2024.

PURPOSE: Receive Seaside County Sanitation District Operations Report for May, June, July and August 2024.

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

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:
October 8, 2024
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.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

BY: Kirstin van Gend, Administrative Analyst II

DATE: September 10, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE REPAIR OF A SEWER LINE INCLUDED IN THE CITY OF SEASIDE'S LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR REPAIRS TO THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT

PURPOSE

The purpose of this item is to adopt a resolution approving the plans and specifications for the repair of a sewer line as part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, and to consider a reimbursement agreement with the City of Seaside (City) for the repairs to the sanitary sewer system as a part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project and authorizing the District Manager to execute a reimbursement agreement with the City of Seaside for repairs to the sanitary sewer system as a part of the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

BACKGROUND

The City has awarded construction of the Lincoln Cunningham Park phase 1 - Arterial Trail Project. To Monterey Peninsula Engineering (MPE) in the amount of \$994,837.35 with a 15% contingency. The project will include construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

During the trail design phase, it was discovered that the sanitary sewer mainline in Lincoln Cunningham Park needs repair. Approximately a ten-foot section will be removed and replaced. The City has proposed to perform this work concurrently and with the same construction contract for the City's trail project construction. 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) as the civil engineering firm to design the proposed upgrades. 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 and manager is \$9,636.65. A contingency amount of 15% of the construction cost for unforeseen circumstances associated with the construction has been authorized by the Council. Both the construction contract, to Monterey Peninsula Engineering, and the Construction Management and Inspection Service agreement, to Wallace Group, were awarded at the July 25, 2024 Seaside City Council meeting. The not to exceed 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 \$11,082.15.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the sanitary sewer utility, and involves negligible or no expansion of use.

FISCAL IMPACT

The reimbursement agreement with the City of Seaside which is for repairs to the sanitary sewer system as part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, is for an estimated amount of \$9,636.65 plus 15% contingency for total amount of \$1,445.50, to be funded from the Sewer Main Replacement fund (Account 953-8820-9215).

ATTACHMENTS

1. Resolution
 2. Reimbursement Agreement
 3. Exhibit A_ SCSD Reimbursable
 4. Construction Management PSA
 5. Construction Contract
 6. Plan
 7. Specification
-

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE DISTRICT BOARD OF THE SEASIDE COUNTY
SANITATION DISTRICT**

**APPROVING THE PLANS AND SPECIFICATIONS FOR THE REPAIR OF A SEWER
LINE INCLUDED IN THE CITY OF SEASIDE'S LINCOLN CUNNINGHAM PARK
PHASE 1 - ARTERIAL TRAIL PROJECT AND AUTHORIZING A
REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR REPAIRS TO
THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT**

WHEREAS, the City of Seaside (City) Lincoln Cunningham Park Phase 1 - Arterial Trail Project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control; and

WHEREAS, the sewer main repair consists of removing and replacing approximately 10-feet of damaged section of the sanitary sewer main located in Lincoln Cunningham Park; and

WHEREAS, the repair of the sewer main will be completed concurrently and with the construction contract for the City's Project; and

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

WHEREAS, in June 2024, Whitson Engineers (Whitson) completed design of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project and prepared the bid documents, which incorporated the sewer main repair specifications and detail; and

WHEREAS, the City proposes to repair the sewer main with the Lincoln Cunningham Park Phase 1 - Arterial Trail 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 \$9,636.65 pertaining to the portion of work to be performed for the sewer main repair including construction management and inspection services as outlined in Exhibit A; and

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

WHEREAS, Pursuant to preliminary review of the activities associated with this District 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 will repair the pavement of city streets and repairs the sanitary sewer utility and involves negligible or no expansion of use.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District Board approves the plans and specifications for the sanitary sewer main repair included in the City of Seaside's Lincoln Cunningham Park phase 1 - Arterial Trail Project dated June 10, 2024; and

BE IT FURTHER RESOLVED, that the District Board of the Seaside County Sanitation District authorizes the District Manager to execute a reimbursement agreement, as approved with any minor edits by the District's Counsel, with the City of Seaside for repairs to the sanitary sewer system as part of the Lincoln Cunningham Park phase 1 - Arterial Trail Project for an estimated amount of \$9,636.65 including a 15% contingency, for a total possible construction amount of \$11,082.15 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 District Board of the Seaside County Sanitation District duly held on the 10th day of September 2024, by the following vote:

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

APPROVED:

Jerry Blackwelder, Chair

ATTEST:

Dominique L. Davis, District Clerk

APPROVED TO FORM:

Reed W. Gallogly, District Counsel

LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL 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 repairing certain portions of sewer line and the reimbursement to CITY by SCSD for removing and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, the City of Seaside (“CITY”, “DEVELOPER”), in conjunction with its pavement project has planned to repair a portion of the SCSD sewer line; and

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

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

WHEREAS, SCSD has reviewed and approved the improvements associated with the repair of the sewer line, 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 repair 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 \$11,082.15 is a fair and equitable reimbursement for CITY’S costs of repairing the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by CONTRACTOR, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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
Seaside County Sanitation District
Attn: District Engineer
440 Harcourt Avenue
Seaside, CA 93955

CITY
City of Seaside
Attn: City Engineer
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 be 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.

13. 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 Monterey County, California.

14. 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

SEASIDE COUNTY SANITATION
DISTRICT:

CITY:

Date: _____

Date: _____

By: _____
Craig Malin
Interim District Manager

By: _____
Craig Malin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Reed W. Gallogly, District Counsel

By: _____
Sheri L. Damon, City Attorney

Attachments: Exhibit A – Lincoln Cunningham Park Phase 1 Arterial Trail Project
Reimbursement Tabulation

Exhibit A
Lincoln Cunningham Park Phase 1 - Arterial Trail Project
Sanitary Sewer
Reimbursement Tabulation

Item Description	Lincoln Cunningham Park Trail Bid item Price	Sanitary Sewer Repair Contribution Cost
Mobilization	\$ 30,000.00	\$ 249.00
Earthwork	\$ 85,000.00	\$ 705.50
Replace 10 LF Sanitary Sewer Main	\$ 7,000.00	\$ 7,000.00
CM & Inspection Consultant Costs	\$ 202,669.00	\$ 1,682.15
Total Sanitary Sewer Costs		\$ 9,636.65
15% Contingency		\$ 1,445.50
Total Sanitary Sewer Costs w/ Contingency		\$ 11,082.15



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICE FOR THE LINCOLN CUNNINGHAM PARK – PHASE 1
ARTERIAL TRAIL PROJECT**

THIS AGREEMENT, is made and effective July 25, 2024 between the City of Seaside, a municipal corporation ("Agency") and Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **TWO HUNDRED TWO THOUSAND SIX HUNDRED SIXTY NINE dollars (\$202,669.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon

termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole

Construction Management and Inspection Service for the Lincoln Cunningham Park –
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property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or

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bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, CA 939401
Attention: Kari E. Wagner. PE

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zack Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zack Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zack Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Wallace Group

By: 
Kari E. Wagner, Principal, PE 66026

Date: July 12, 2024

City of Seaside
A Municipal Corporation


Craig Martin, Interim City Manager

Date: 8/2/24

Attachments:	Exhibit A	Scope of Work/Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Engineering Services
	Exhibit E	Resolution 22-62 On-Call Engineering Services

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT A

SCOPE OF WORK/CONSULTANT'S PROPOSAL

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT A

July 5, 2024

Nisha Patel, PE
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project

Dear Ms. Patel,

Wallace Group appreciates the opportunity to provide you with our proposal for construction management and inspection services (CM&I) for the above-referenced project. Based on our discussion, our detailed review of the project plans and specifications, we are pleased to submit the following proposal for your consideration.

PROJECT TEAM



JORGE AVILA - Construction Inspector

Jorge is located in Salinas and will be the main construction inspector for this project. Jorge is a professional with over 18 years of experience in the construction industry as a foreman and inspector specializing in underground utility construction and traffic control. Jorge's knowledge of constructability, schedules, and cost management are particularly valuable in keeping work on track and construction costs down. Jorge has worked with many local contractors, agencies, and consultants throughout the Central Coast and enjoys the new relationships he is able to build on each project.



ANTHONY LEHMAN, QSP/QSD - Construction Manager

Anthony Lehman will function as the Construction Manager on this project and serve as the main point of contact for the City. Anthony has extensive experience managing and inspecting public works projects, including roadway rehabilitation and paving, parks, utilities, retaining walls, and other structures. Anthony has successfully delivered multiple projects for the City of Seaside and has detailed knowledge of City staff and operations, including the previous basketball court improvements at Lincoln Cunningham Park.



ZACH TESKE, PE, QSD/P - Alternate Construction Manager

Zach is the Director of Construction Management and brings extensive experience in project management and civil engineering. Zach may serve as an alternate project manager/inspector. Zach has a broad breadth of expertise in the planning, design, and construction of underground utilities, parks, and roadways, and has a demonstrated record of delivering projects from conception through completion and excels at managing and coordinating projects with many moving parts.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



TONY SCALISE, QSP - Inspection/Technical Support

Tony will provide inspection and technical support on this project. He is a professional with over 35 years of experience in the construction industry as an operating engineer, foreman, and inspector specializing in grading, roadways, and wet utilities. Tony's knowledge of constructability, schedules, and cost management are particularly valuable in keeping work on track and construction costs down. Tony's prior experience as a paving foreman and having constructed many roadway paving projects will make him a technical

asset to this project.



PROJECT UNDERSTANDING

TECHNICAL

The City of Seaside (City) is performing site improvements to the Lincoln Cunningham Park to complement the recently completed basketball court. The project will generally consist of demolishing the existing asphalt pathways, storm drain inlets, light poles and foundations, and other miscellaneous items to allow for the construction of new concrete and base rock (tan/gold) pathways. General grading and fill will be placed to raise the elevation of the pathways to make them more accessible. New 8-inch storm drain and drain inlets will be installed, including the repair of an existing damaged sewer pipe.

Due to the modified grades, a new concrete retaining wall and concrete stairs with handrail will be installed. Where the new park pathways will connect to the existing sidewalk/roadways, new curb ramps will be installed to improve access. Minor asphalt pavement restoration will be required at the new curb ramp conform locations. The project includes one bid alternate for the extension of the pathway to Yerba Buena Court and Serape Ct, including the curb ramps at these locations and the curb ramp across Lincoln St. Following completion of the work, new landscape planting and soil stabilization will be performed.

The City has retained Whitson Engineers as the Engineer of Record who performed the design and will perform Engineering Services during Construction, including assisting with submittal reviews, RFIs, and change order evaluation. Construction Documents provided are as follows:

- Plans titled "Lincoln Cunningham Park Phase I - Arterial Trail Project" by Whitson Engineers (accepted by the City on 6/10/24, 18 pages)
- Specifications titled "Lincoln Cunningham Park Phase I - Arterial Trail Project" (dated June 2024, 261 pages)
- Engineers Estimate "100% Engineers Estimate" dated 5/24/24

SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, utilities, local business, property owners and residents, and contractor
- Establish Procore Construction Management Software project and provide training to City project staff



- Conduct virtual Weekly Progress meetings with contractor, City staff, and other involved entities
- Record and distribute meeting minutes
- Coordinate with City Staff throughout the project

Preconstruction Conference

- Schedule in-person pre-construction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, Design Team, and other involved entities
- Develop and distribute agenda prior to conference
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Safety/Site Security
 - Public relations
 - Utility coordination
 - Traffic Control/Parking Closures
 - Site access/Staging
 - Agreements
 - Labor compliance
 - Order of work
 - Testing and Materials certification
 - Weekly meetings
 - Submittals and RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Schedule updates
 - Progress pay requests
- Record and distribute meeting minutes
- Establish tasks and dues dates for outstanding items resulting from conference

Pre-Construction Photos

- Collect pre-construction photos of project locations, with special attention paid to the existing FOSPA planting areas and the newly reconstructed basketball court
- Photos will be collected and stored in Procore and available for reference by all project members

Request for Information (RFI) and Submittal Management

- Utilize Procore to track and review submittals and RFI's from Contractor
- Review submittal requirements and coordinate reviews with Design Engineer and City staff
- Review and accept contractor's submittal schedule to establish list of required submittals, including due dates
- Develop and maintain submittal and RFI log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and manage timely submittal and RFI review and response

Deliverables:

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes



TASK 2: CONSTRUCTION PHASE

Based on the bidding documents, this project will be completed within 120 working days from Notice to Proceed, with an additional 20 working days to achieve final completion. We have budgeted for part time inspection (4 hours/day) and have assumed an average of 8 hours/week for project management for the full 140 working days during construction.

Our time and level of effort will be highly dependent upon the Contractors schedule and approach to the work and any unused budget will be returned to the City. Work during the construction phase will include:

Construction Progress Meetings

- Schedule and conduct weekly project construction meetings
- Develop and distribute meeting agenda and minutes
- Meeting will include
 - Project status
 - Schedule review of 3 Week Look Ahead
 - Stakeholder coordination
 - Safety & Traffic Control Review
 - Testing and Inspections
 - Outstanding documentation review (submittals/RFIs)

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on schedule changes and adjustments throughout the project
- Keep stakeholders informed of construction schedule
- Review Contractors 3 Week Look Ahead Schedule

Change Order Management

- Review and qualify contractor requested change orders
- Investigate proposed change orders and receive City approval prior to work taking place
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Prepare construction change order (in City format) for approval and signature

Progress Payments and Quantity Tracking

- Review and qualify contractor's monthly payment applications
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City



Construction Observation

- Perform on-site construction observation and oversight during construction activities
- Prepare Daily Log observation reports, including tracking labor, equipment, weather, observations/notes, quantities, and photos.
 - Daily reports will be maintained and available to team members at all times
 - Observations and oversight include:
 - Demolition
 - Utility Installation (Storm Drain & Sewer)
 - Grading Operations
 - Pathway Installations (concrete & base rock)
 - Retaining Wall and Stairs
 - Concrete Flatwork & Roadway Restoration
 - Traffic control plans and implementation
 - Construction staging
 - Stormwater compliance
 - Plant Establishment
- Report to the City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Coordinate material testing as needed
- Provided oversight on the requirements of the encroachment permit are performed and documented
- Review compliance with contract documents
- Record and report design modifications
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
- Work with contractor to resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies

Punch List

- Schedule for final observation with Contractor and City to inspect complete and near complete work for deficiencies
- Review and track punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation



TASK 3: POST-CONSTRUCTION

As-Built Drawings

- Review as-built drawings provided by Contractor
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Review final invoice from the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Closeout documentation can will be delivered in digital format

Deliverables:

- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc.)

TASK 4: QUALITY ASSURANCE MATERIALS TESTING (Earth Systems Pacific)

We have partnered with Earth Systems Pacific to provide quality assurance material laboratory testing of soil, base rock, and concrete and will provide field compaction testing of the placed fill and base rock sections. Concrete cylinders will be collected for select vehicular concrete pours and the retaining wall pour. Earth Systems has provided a proposal dated June 28, 2024 which includes their table of estimated site visits and tests required based on their review of the scope.

SCHEDULE

The project is currently out to bid with a due date of July 10, 2024. We expect the work to start in late Summer/early Fall 2024. The City has allowed for 120 working days to substantial completion, including 20 additional working days to achieve final completion, and we have budgeted accordingly.

BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit B). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated budget of \$202,669 without receiving written authorization from the Client. A detailed breakdown of our estimate budget is attached to this proposal.

Our time and level of effort will be highly dependent upon the Contractors schedule and approach to the work. We have budgeted to provide services through the full 140 working days allotted to the contractor and any unused budget will be returned to the City.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Labor Compliance Review
- Surveying

TO BE PROVIDED BY THE CLIENT

Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit D) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for construction management and inspection services. If you would like to discuss this proposal in greater detail, please contact Zach Teske at zacharyt@wallacegroup.us or 831-226-9132.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:


Zach Teske, PE
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us


Signature
Craig Malin
Printed Name
Interim City Manager
Title
8/7/25
Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Attachments

- Exhibit A - Budget Estimate
- Exhibit B - 2024 Standard Rate Sheet
- Exhibit C - Earth Systems Proposal dated 6/28/24
- Exhibit D - Standard Terms & Conditions

Exhibit A

Wallace Group Team Resource Estimate for the

PP24-8207 Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project

PHASE/TASK	TASK DESCRIPTION	RATE	HRS	Director of Construction (Zachary Teske, PE)	HRS	Assistant Resident Engineer (Jorge Avila)	HRS	Prevailing Wage Construction Inspector (Jorge Avila)	Cost	EarthSystems	Cost	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
1	Pre-Construction		6		6	60						\$40	66	\$11,520	\$11,560
2	Construction (140 working days)		42		42	224	560					\$2,814	826	\$148,120	\$150,934
3	Post-Construction		4		4	32						\$201	36	\$6,320	\$6,521
4	Materials Testing (optional)								\$ 28,866						\$28,866
	SUB-TOTALS		52		52	316	560					\$3,055	928		
	WALLACE GROUP LABOR COSTS		\$11,440		\$53,720	\$100,800									\$165,960
	WALLACE GROUP DIRECT COSTS														\$3,055
	SUBCONSULTANT DIRECT COSTS								\$28,866						\$28,866
	DIRECT COSTS OVERHEAD @													15%	\$4,788
	TOTAL														\$202,669

Task Budgets may fluctuate within Overall Budget

Exhibit B
Standard Billing Rates



Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager.....	\$245
Principal.....	\$270

Public Works Administration Services:

Project Analyst I - IV	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III	\$170/\$175/\$185

Support Services:

Office Assistant	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.



June 28, 2024

Proposal No.: SAL-24-06-016

Mr. Zachary Teske, P.E.
Wallace Group
612 Clarion Court
San Luis Obispo, California

PROJECT: LINCOLN CUNNINGHAM PARK – PHASE 1, ARTERIAL TRAIL PROJECT
SAN PABLO AVENUE
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Construction Inspection and Testing Services

Dear Mr. Teske:

As requested, Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the Lincoln Cunningham Park, Phase 1 – Arterial Trail Project in Seaside, California. This proposal is for geotechnical related consultation, observation, and compaction testing. Additionally, we have also included special inspection services related to the retaining wall.

Per the construction document provided to us, we understand the proposed pathways will be surfaced with different materials (concrete, decomposed granite, and aggregate base), approximately 60 feet of retaining wall with a maximum height of 4'8" will be constructed, and that improvements to the storm drainage system are planned. It is also our understanding that the installation of the retaining wall reinforcement bars will be inspected by others.

Geotechnical Observation, Special Inspection, and Testing Services

A construction schedule was not available during preparation of this proposal. The inspection coverages and site visits were estimated based on prior experience with jobs of a similar size and scope, and Lincoln Cunningham Park, Phase 1 – Arterial Trail project plans prepared by Whitson Engineers. Our anticipated services during construction are outlined as follows:

Geotechnical Observation and Testing Services

- Engineering Site Visits/Meeting Attendances
- Retaining Wall Foundation Excavation
- Grading Observation and Testing (pathway cuts and fills)
- Compaction Testing (subgrade/base grade)
- Compaction Testing (utility trench backfill)



Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete placement inspection and sampling (restrooms, pavilion, shade structure, light poles) [Retaining Wall, Vehicular Concrete](#)
- Conformance testing of concrete/shotcrete samples

Project Management and Report Preparation

- Project management and supervision
- Weekly certified payroll reported to the State of California as required by law
- Preparation of Final Verified Reports

Field compaction tests will be conducted in accordance with ASTM D 6938 (nuclear test method). Relative compaction will be determined by performing laboratory maximum density and optimum moisture tests in accordance with ASTM D 1557 and comparing it with the field compaction test.

The total cost of these services is dependent upon a number of factors, many of which are beyond our control. Among the cost determining factors are:

- The number of working days required by the contractor to complete each element of work.
- The number of different soil types to be utilized during site grading.
- The amount of difficulty encountered by the grading contractor in obtaining the specified compaction of materials.
- Weather and subsurface conditions encountered during grading operations.
- The amount of time our inspection services will be required each day of operation.

FEES

Earth Systems would provide our construction inspection and testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide Construction Inspection and Testing Services is **\$28,865.80**. Our



“Anticipated Scope of Services & Cost Estimate” worksheet is attached for your information and review.

Our actual fee will be based upon a Time and Materials basis per fee schedule in effect at the time of services. Standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charges based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Prevailing Wage field time will be subject to a four-hour minimum charge. Hourly fees for fieldwork and travel time will be charged on a portal-to-portal basis from our office in Salinas.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	06/07/2018	6/30/2027

*Professional Corporation License Number assigned by DIR March 27, 2015



Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that you will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific


Amir Khodadadi, PE C87298
Principal Materials Engineer


Michelle Garcia, CEG
Senior Engineering Geologist

Attachments: Anticipated Scope of Services & Cost Estimate
July 2024, Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Lincoln Cunningham Park Trail Project

Date: 6/28/2024

Client: Wallace Group

Proposal No.: SAL-24-06-016

(This will be a "Prevailing Wage" Project)

DSA Masonry, Shotcrete and NDT (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
CWI & Special Inspector, (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
Technician (PW)	PW Hourly Rate (Group 3 & 4)	\$148.00
CWI Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Special Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Technician (Non-PW)	Hourly Rate--Technician	\$115.00
Mileage (per mile)	Mileage (per mile)	\$0.95

Construction Inspection and Testing Services

Geotechnical Observation and Testing Services	Personnel	Trips	Hours or Units	Total	Rate	unit	Fee
Site Visit - Clear & Grub, sample pick up	<i>Technician, PW</i>	2	3	6	\$148.00	hr.	\$888.00
Grading Observation/Testing	<i>Technician, PW</i>	7	4	28	\$148.00	hr.	\$4,144.00
Site Visit - Grading Activities	<i>Senior Professional</i>	2	2	4	\$220.00	hr.	\$880.00
Utility Trench Backfill	<i>Technician, PW</i>	4	4	16	\$148.00	hr.	\$2,368.00
D.G. Paving Compaction Testing	<i>Technician, PW</i>	2	4	8	\$148.00	hr.	\$1,184.00
Compaction Testing - Flatwork, pathways, C&G SG/BG	<i>Technician, PW</i>	8	4	32	\$153.00	hr.	\$4,896.00
Retaining Wall Foundation Observation	<i>Technician, PW</i>	1	4	4	\$148.00	hr.	\$592.00
Nuclear Gauge	(Equipment)		84	84	\$15.00	hr.	\$1,260.00
Mileage		26	1014	1014	\$0.95	mi.	\$963.30
Subtotal							\$17,175.30

Special Inspection	Personnel	Trips	Hours or Units	Total	Rate	unit	Fee
Concrete Placement and Sampling	<i>Special Inspector, PW</i>	5	4	20	\$153.00	hr.	\$3,060.00
Sample Pickups - Concrete Specimens	<i>Technician</i>	5	2	10	\$115.00	hr.	\$1,150.00
Mileage		10	390	390	\$0.95	mi.	\$370.50
Subtotal							\$4,580.50

Laboratory Testing	Units	Total	Rate	unit	Fee
Maximum Density and Optimum Moisture: 4" Mold	2	2	\$300.00	ea.	\$600.00
Maximum Density and Optimum Moisture: 6" Mold	4	4	\$340.00	ea.	\$1,360.00
Concrete Cylinder Testing	5	25	\$50.00	ea.	\$1,250.00
Subtotal					\$3,210.00

Reports and Project Management	Personnel	Total	Rate	unit	Fee
Project Management, Coordination, and Supervision	<i>Senior Professional</i>	6	\$220.00	hr.	\$1,320.00
Review and Consultation	<i>Principal Professional</i>	4	\$270.00	hr.	\$1,080.00
Final Reports (Interim & Final Grading; SI Final Affidavit)		2	\$750.00	ea.	\$1,500.00
Subtotal					\$3,900.00

Anticipated Scope of Services & Cost Estimate

Project: Lincoln Cunningham Park Trail Project

Date: 6/28/2024

Client: Wallace Group

Proposal No.: SAL-24-06-016

(This will be a "Prevailing Wage" Project)

DSA Masonry, Shotcrete and NDT (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
CWI & Special Inspector, (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
Technician (PW)	PW Hourly Rate (Group 3 & 4)	\$148.00
CWI Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Special Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Technician (Non-PW)	Hourly Rate--Technician	\$115.00
Mileage (per mile)	Mileage (per mile)	\$0.95

Estimate Total: **\$28,865.80**



EARTH SYSTEMS

Northern California | Fremont | Hollister | Salinas | www.earthsystems.com

FEE SCHEDULE

(Effective July 1, 2024)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

	<u>Hourly Rate</u>
Principal Professional.....	\$270.00
Associate Professional	\$240.00
Senior Professional	\$220.00
Project Professional	\$180.00
Staff Professional	\$155.00
CWI & Special Inspector, Prevailing Wage*	\$153.00
Technician, Prevailing Wage*	\$148.00
Special Services/Caltrans Technician, Prevailing Wage*	\$148.00
Special Services Technician.....	\$130.00
CWI Inspector	\$130.00
Special Inspector	\$130.00
Technical Assistant.....	\$110.00
Technician	\$115.00
Clerical/Administrative	\$110.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$110.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2024.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$110.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$115.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$125.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$650.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional	\$225.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum.....	\$315.00
Expansion Index Test.....	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$300.00
Maximum Density and Optimum Moisture: 6" Mold	\$340.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$325.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$375.00
Hydro Collapse Potential.....	\$165.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 wash only	\$140
Sieve Analysis with wash	\$165
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, undisturbed	\$205.00
Swell Test, remolded	\$230.00
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate.....	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$150.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$200.00
Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$170.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$450.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$285.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$45.00*
Compression Test of Cored Samples, cored at laboratory	\$120.00
Compression Test of cores delivered by others	\$100.00
Compression Test of Lightweight Concrete	\$50.00*
Density of Concrete Cylinders	\$80.00
Density of Hardened Concrete	\$105.00
Flexural Strength, Simple Beam with Third Point Loading	\$180.00
Grading of Shotcrete Cores	\$490.00
Sample Storage, monthly per sample	\$45.00
Shrinkage, set of 3	\$400.00
Unit Weight of Lightweight Concrete	\$130.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam	\$65.00

MASONRY

Absorption of Block, set of 3	\$165.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$60.00*
Compression Test on Block, set of 3	\$165.00
Compression Test on Grouted Prisms, includes cutting	\$165.00*
Compression Test on Masonry Cores	\$85.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$245.00
Moisture Content of Block as received, set of 3	\$105.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$170.00
Enviro. Recycling Fee, per masonry prism	\$3.00
Enviro. Recycling Fee, per mortar or grout sample	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$400.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$850.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3	\$240.00
Stabilometer, Hveem S-Value, set of 3	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment.....	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrometer (per set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment.....	\$200.00/Day
Non-Destructive Testing Equipment	\$45.00/hr
Manometer	\$155.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory.....	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$80.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle.....	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$25.00/ea.
Soil Sampling Containers (glass).....	\$10.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$200.00/day
Torque Wrench	\$100/Day.
Water Level Indicator.....	\$55.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem.....	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$110
DSA Lab Compliance, per week.....	\$110
Vehicle Mileage Charge	\$0.95



EXPERT WITNESS SERVICES

(Effective July 1, 2024)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

Exhibit D
Terms and Conditions

Client and Consultant agree that the following provisions shall be part of their agreement:

Billings/Payments: Accrued fees and direct charges will be billed monthly by the Consultant and shall be due at the time of billing unless otherwise specified in this agreement. Failure of Client to make full payment within 30 days of the date of invoice, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Ownership of Documents: All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

Electronic Media: Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, Client agrees to indemnify and hold harmless and indemnify Consultant from all claims and expenses arising out of the modification or use of these materials.

Document Reuse: Client agrees not to reuse Consultant's drawings, specifications, or other related documents without Consultant's written consent. In the event that changes are made to the plans and specifications by the Client, his agents, or employees, the Client agrees to hold harmless and indemnify Consultant for any and all liability arising out of or resulting from such changes.

Indemnification: The Consultant shall indemnify and save harmless Client, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Consultant, and its officers, employees, agents or sub consultants arising out of or in connection with Consultant services to be performed under this agreement.

The Client shall indemnify and save harmless Consultant, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Client, and its officers, employees, agents or sub consultants arising out of or in connection with services to be performed under this agreement.

Certifications: Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Retention: If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

Attorneys' Fees: In the event any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the sum of the Consultant's fees or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, or breach of contract.

Termination of Services: The agreement may be terminated by the Client or the Consultant should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

EXHIBIT B
FEE SCHEDULE

Exhibit A

Wallace Group Team Resource Estimate for the											
PP24-8207 Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project											
PHASE/TASK	TASK DESCRIPTION	RATE	Director of Construction Management (Zachary Teske, PE)	Assistant Resident Engineer (Jorge Avila)	Prevailing Wage Construction Inspector (Jorge Avila)	EarthSystems Cost	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$	
			HRS	HRS	HRS	Cost	Cost	HRS	\$	\$	
1	Pre-Construction		6	60	\$180		\$40	66	\$11,520	\$11,560	
2	Construction (140 working days)		42	224	560		\$2,814	826	\$148,120	\$150,934	
3	Post-Construction		4	32			\$201	36	\$6,320	\$6,521	
4	Materials Testing (optional)					\$ 28,866				\$28,866	
	SUB-TOTALS		52	316	560		\$3,055	928			
	WALLACE GROUP LABOR COSTS	\$11,440	\$53,720	\$100,800						\$165,960	
	WALLACE GROUP DIRECT COSTS									\$3,055	
	SUBCONSULTANT DIRECT COSTS					\$28,866				\$28,866	
	DIRECT COSTS OVERHEAD @								15%	\$4,788	
	TOTAL									\$202,669	

Task Budgets may fluctuate within Overall Budget

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

EXHIBIT D
REQUEST FOR ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words "**On-Call Consultants-Engineering**" clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

EXHIBIT E
RESOLUTION 22-62
ON-CALL ENGINEERING SERVICES

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

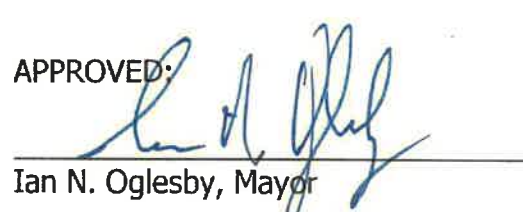
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

AYES: 5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: 0	COUNCIL MEMBERS	None
ABSENT: 0	COUNCIL MEMBERS	None
ABSTAIN: 0	COUNCIL MEMBERS	None

APPROVED:



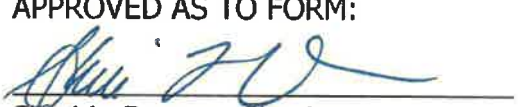
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this 25th day of July 2024, by and between Monterey Peninsula Engineering whose place of business is located at 192 Healy Avenue, Marina CA 93933 ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 24-90 adopted on the 25th day of July, 2024 awarded to Contractor the following Contract:

CONTRACT NUMBER 342-24-035

Lincoln Cunningham Park Phase 1 – Arterial Trail Project
located at
Lincoln Cunningham Park, San Pablo Avenue, 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 **Nine Hundred Ninety Four Thousand Eight Hundred Thirty Seven Dollars and Thirty Five Cents (\$994,837.35)** 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 **120 Working Days** from the Commencement Date and **20 Working Days** following substantial completion to achieve Final Completion.
B. Landscape Maintenance Period work shall be completed prior to the substantial completion plus 120 days, or final approval, whichever is later.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. **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 **One Thousand Dollars (\$1,000.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.
- C. The Contractor shall pay to the Owner a sum of **Two Hundred Dollars (\$200.00)** per day, for each and every calendar day's delay for Contractor to complete landscape maintenance work in excess of the number of landscape maintenance days prescribed in Section 32 01 90 Landscape Maintenance 1.03 A. Maintenance Period

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 Project Plans dated June 10, 2024 and Project Manual dated June 13, 2024 (Specifications), Standard Plans, and Standard Specifications, including all changes, Addenda, and Modifications thereto.
- 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

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:  _____
Craig Malen
Interim City Manager

Peter J. Taormina
(Print Name)

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

Attest:  _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

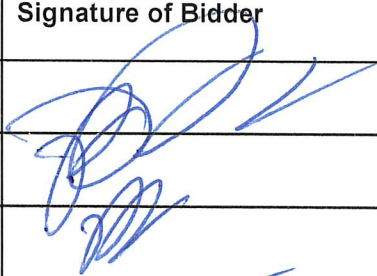
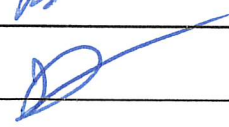
TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

Monterey Peninsula Engineering
(Firm/Company Name)

Re: **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder
Addendum #1	07/03/2024	
Addendum #2	07/05/2024	
Addendum #3	07/05/2024	
Addendum #4	07/08/2024	

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	30,000	30,000
2	Storm Water Compliance	1	LS	27,000	27,000
3	Traffic Control	1	LS	11,000	11,000
4	Construction Staking	1	LS	15,000	15,000
5	Earthwork	1	LS	85,000	85,000
6	Remove Light Pole and Foundation	11	EA	1.65	18.15 18.15
7	Remove Rock Wall and Foundation	326	LF	13-	4,238
8	Relocate Park Sign	1	EA	4,000	4,000
9	Relocate Pet Waste Station	1	EA	1,500	1,500
10	Relocate Street Light	1	EA	15,000	15,000
11	Remove Storm Drain	16	LF	86-	1,376
12	Remove Storm Drain Inlet	1	EA	1,500	1,500
13	Remove Storm Drain Inlet and Install 2 LF of 24" RCP	1	LS	9,000	9,000
14	Break-In Connection to Existing Structure	3	EA	1,000	3,000
15	Replace 10 LF Sanitary Sewer Main	1	LS	7,000	7,000
16	Remove Asphalt Concrete Pavement (Path)	12,000	SF	0.85	10,200
17	Remove Asphalt Concrete Pavement and Base Rock (Path)	5,500	SF	.50	2,750
18	Remove Asphalt Concrete Pavement (Street)	140	SF	1-	140
19	Remove Concrete Curb, Gutter and Sidewalk (Street)	440	SF	4.48	1,971.20
20	Adjust Manhole Cover to Grade	3	EA	1,500	4,500
21	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA	2,500	2,500

22	Type 'D' Storm Drain Inlet	1	EA	9,000	9,000
23	18"x18" Flat Grate Storm Drain Inlet	2	EA	9,500	19,000
24	8" Storm Drain (Class 3 RCP)	120	LF	150	18,000
25	8" Storm Drain (Plastic Pipe)	8040	LF	150	6,000
26	12" Storm Drain (Plastic Pipe)	50	LF	140	7,000
27	Class 2 Aggregate Base	305	CY	300	91,500
28	Class 2 Aggregate Base (Tan/Gold Path Surfacing)	60	CY	28 ^{PT} 350	21,000
29	Hot Mix Asphalt (Type A) (Street)	140	SF	96-	13,440
30	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	650	SF	40-	26,000
31	Detectable Warning Surface	66	SF	40-	2,640
32	Concrete Vehicular Pavement (Path)	11,700	SF	19-	222,300
33	Concrete Stairs, Handrails and Cheek Walls	1	LS	22,000	22,000
34	Cast-In-Place Concrete Wall (H=4'-8" Maximum)	4,100220	SF	200	44,000
35	12" Retaining Curb	334	LF	56-	18,704
36	Soil Preparation	35,000	SF	1-	35,000
37	Hydroseed	35,000	SF	0.30	10,500
38	Plant Establishment Period (60-120 Days)	1	LS	43,000	43,000
39	Record Drawings	1	LS	600	600
TOTAL BASE BID:					848,174.20

The TOTAL BASE BID AMOUNT described in words is:

846,377.35

~~eight hundred forty eight thousand one hundred seventy four~~

eight hundred forty six thousand three hundred seventy-seven

and ~~20~~ /100 DOLLARS)

35

ADDITIVE ALTERNATE 1 BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
40	Construction Staking	1	LS	2,000	2,000

41	Earthwork	1	LS	5,500	5,500
42	Remove Asphalt Concrete Pavement (Street)	310	SF	6-	1,860
43	Remove Concrete Curb, Gutter and Sidewalk (Street)	570	SF	3-	1,710
44	Remove Bollard and Foundation	1	EA	800	800
45	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA	4,500	4,500
46	Class 2 Aggregate Base	110	CY	265	29,150
47	Hot Mix Asphalt (Type A)	190	SF	34-	6,460
48	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	1,000	SF	38-	38,000
49	Detectable Warning Surface	62	SF	40-	2,480
50	Concrete Vehicular Pavement (Path)	2,300	SF	19-	43,700
51	Stabilized D.G. Paving	720	SF	15-	10,800
52	Roadside Sign	1	EA	500-	500-
53	Pavement Markings (2-Coat Paint)	1	LS	1,000	1,000
TOTAL ADDITIVE ALTERNATE 1 BID:					148,460

The TOTAL ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:

One hundred forty eight thousand four hundred
 sixty dollars and 00/100 DOLLARS)

TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID (in figures):	996,634.20
--	-----------------------

The TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:

~~Nine hundred ninety six thousand six hundred thirty four~~
 Nine hundred ninety four thousand eight hundred thirty seven
 and 35/100 DOLLARS)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document

00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

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

NAME OF BIDDER: Monterey Peninsula Engineering, a Partnership

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

number: 972425 Expiration: 04/30/2026

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

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

(Signature of Bidder)
Peter J. Taormina, Manager

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:

192 Healy Ave, Marina CA 93933

Contractor's Representative(s):

Please see attached partnership structure

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

831-384-4081

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

831-384-5078

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

07/10/2024

END OF DOCUMENT



PROJECT
LOCATION
CITY OF SEASIDE



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.

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

CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

LINCOLN CUNNINGHAM PARK
PHASE 1 - ARTERIAL TRAIL PROJECT



PROJECT LOCATION MAP

SCALE: 1" = 5000'

SHEET INDEX

1.	TITLE SHEET	C0.1
2.	CIVIL NOTES AND LEGENDS	C0.2
3.	EROSION & SEDIMENT CONTROL	C0.3
4.	DEMOLITION PLAN	C1.2
5.	SURVEY CONTROL PLAN	C1.1
6.	OVERALL CONSTRUCTION PLAN	C2.0
7.	CONSTRUCTION PLAN & PROFILE	C2.1
8.	CONSTRUCTION PLAN & PROFILE	C2.2
9.	CONSTRUCTION PLAN & PROFILE	C2.3
10.	CONSTRUCTION PLAN & PROFILE	C2.4
11.	CONSTRUCTION PLAN & PROFILE (ADDITIVE ALTERNATE #1)	C2.5
12.	CONSTRUCTION PLAN & PROFILE	C2.6
13.	CONSTRUCTION PLAN & PROFILE (ADDITIVE ALTERNATE #1)	C2.7
14.	ON-STREET ACCESSIBLE PARKING (ADDITIVE ALTERNATE #1)	C2.8
15.	CURB RAMP DETAILED GRADING	C3.1
16.	CIVIL DETAILS	C4.1
17.	CIVIL DETAILS	C4.2
18.	STANDARD DETAILS	C4.3

SCOPE OF WORK

CONSTRUCT CONCRETE MULTI-USE PATH THROUGH LINCOLN CUNNINGHAM PARK FROM SAN PABLO AVENUE TO LINCOLN STREET; PEDESTRIAN PATHS FROM THE NEW MULTI-USE PATH TO YERBA BUENA COURT, LINDBERG COURT, AND SERAPE COUR; AND ONE ON-STREET ACCESSIBLE PARKING STALL ON LINCOLN STREET BETWEEN LINCOLN CUNNINGHAM PARK AND HAVANA SOLIZ PARK.



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

DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 2071.32
	TITLE SHEET	
	SHEET NO.	
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE:	C0.1
SCALE: NONE	LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	DWG FILE NO. 2071.32

APPROVED BY:	 NISHA PATEL, CITY ENGINEER	DATE:	6/10/24
EXPIRATION DATE:	6/30/2024	R.C.E. No.	72491

- 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 AN ENCROACHMENT PERMIT FOR WORK WITHIN THE CITY RIGHT-OF-WAY.

C = 1,000 CY $\pm$
F = 600 CY $\pm$

CHANGES IN SOIL DENSITY ARE ANTICIPATED TO RESULT IN A NEAR ON-SITE BALANCE. WASTE ANY EXCESS SOIL ON-SITE AT LOCATION(S) APPROVED BY THE ENGINEER.

ESTIMATED AREA OF SOIL DISTURBANCE = 0.9 ACRE

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.

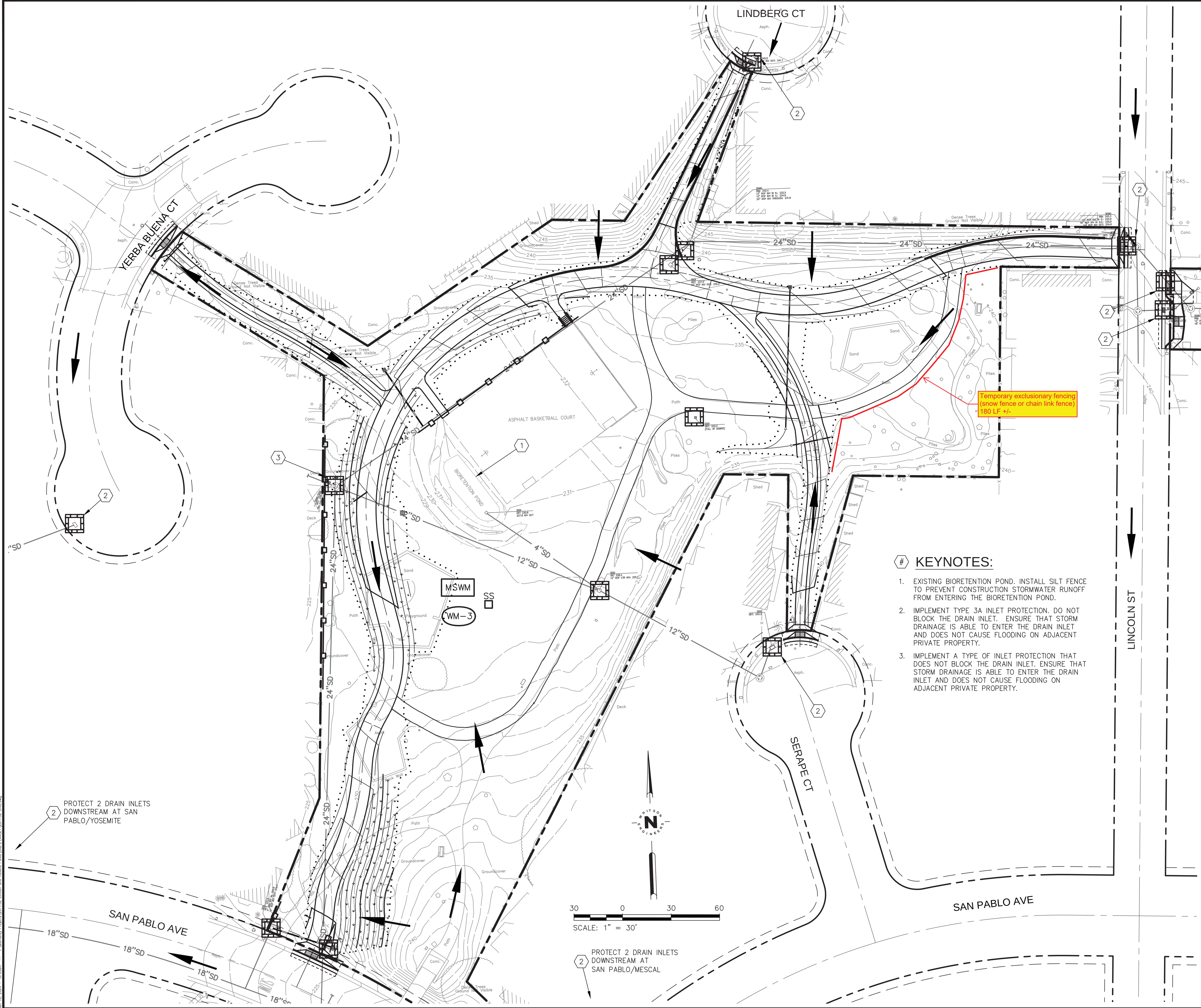
1. THIS MAP REPRESENTS AN AERIAL TOPOGRAPHIC SURVEY PERFORMED BY APS AERIAL SURVEYS ON MARCH 2023 AND COMBINED WITH A SUPPLEMENTAL FIELD SURVEY PERFORMED BY WHITSON ENGINEERS ON SEPTEMBER AND DECEMBER OF 2023.
2. BENCHMARK: BRASS DISK ON TOP OF CURB, CITY BENCHMARK "#27 RESET" AT THE CORNER OF CANYON 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.

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 EXISTING 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
		ELECTRICIOLIER
		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

⊕	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
COSW	CURB, GUTTER AND SIDEWALK
CLR	CLEAR
CM	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	GATE VALVE
GM	GAS METER
GR	GRATE
HP	HIGH POINT
HORIZ.	HORIZONTAL
INV	INVERT
JP	JOINT UTILITY POLE
LF	LINEAR FEET
LFF	LOWER FINISH FLOOR
LT	LEFT
MATCH	MATCH EXISTING GRADE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
OC	ON CENTER
OG	ORIGINAL GRADE
PIV	POST INDICATOR VALVE
POC	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONC PIPE
RT	RIGHT
RW	RECYCLED WATER
RWL	RAIN WATER LEADER
S.A.D.	SEE ARCHITECTURAL DRAWINGS
S.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
TP	TOP OF PIPE
TS	TOP OF STAIR
TW	TOP OF WALL
Typ	TYPICAL
UFF	UPPER FINISH FLOOR
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UNKN	UNKNOWN
VAR	VARIES
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W	WATER
WM	WATER METER
WV	WATER VALVE



DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 2071.32
	CIVIL NOTES AND LEGENDS	SHEET NO.
		C0.2
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE:	DWG FILE NO.
SCALE:	LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	2071.32
NONE		



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.**

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
		TEMPORARY SILT FENCE
		SOIL STABILIZATION (PROVIDE ON ALL DISTURBED SOILS)

KEYNOTES:

- EXISTING BIORETENTION POND. INSTALL SILT FENCE TO PREVENT CONSTRUCTION STORMWATER RUNOFF FROM ENTERING THE BIORETENTION POND.
- IMPLEMENT TYPE 3A INLET PROTECTION. DO NOT BLOCK THE DRAIN INLET. ENSURE THAT STORM DRAINAGE IS ABLE TO ENTER THE DRAIN INLET AND DOES NOT CAUSE FLOODING ON ADJACENT PRIVATE PROPERTY.
- IMPLEMENT A TYPE OF INLET PROTECTION THAT DOES NOT BLOCK THE DRAIN INLET. ENSURE THAT STORM DRAINAGE IS ABLE TO ENTER THE DRAIN INLET AND DOES NOT CAUSE FLOODING ON ADJACENT PRIVATE PROPERTY.



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

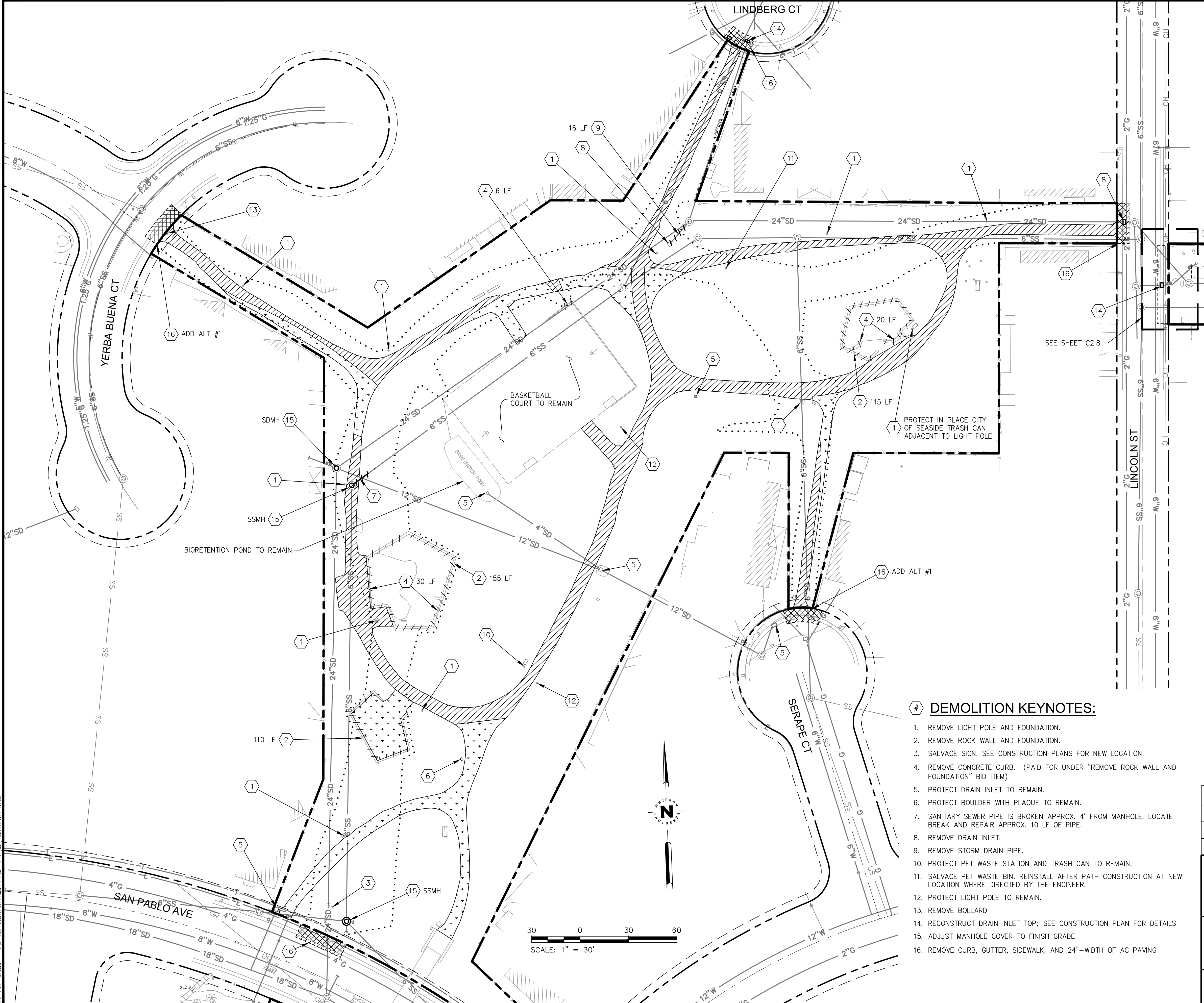
DATE	REVISIONS		
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE:	PROJECT NO.	
	EROSION & SEDIMENT CONTROL	2071.32	
	PROJECT TITLE:	SHEET NO.	
LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		C0.3	
DWG FILE NO.		2071.32	

PROTECT 2 DRAIN INLETS
DOWNSTREAM AT SAN
PABLO/YOSEMITE

SCALE: 1" = 30'

PROTECT 2 DRAIN INLETS
DOWNSTREAM AT
SAN PABLO/MESCAL





DEMOLITION PLAN LEGEND

- REMOVE CONCRETE CURB, GUTTER AND SIDEWALK
- REMOVE ASPHALT CONCRETE (AGGREGATE BASE BELOW TO REMAIN)
- REMOVE ASPHALT CONCRETE AND AGGREGATE BASE
- SAWCUT LINE
- REMOVE TREE
- GRADING LIMIT
- PROTECT TREE TO REMAIN
- REMOVE WALL
- ADJUST MANHOLE COVER TO FINISH GRADE

DEMOLITION PLAN NOTES

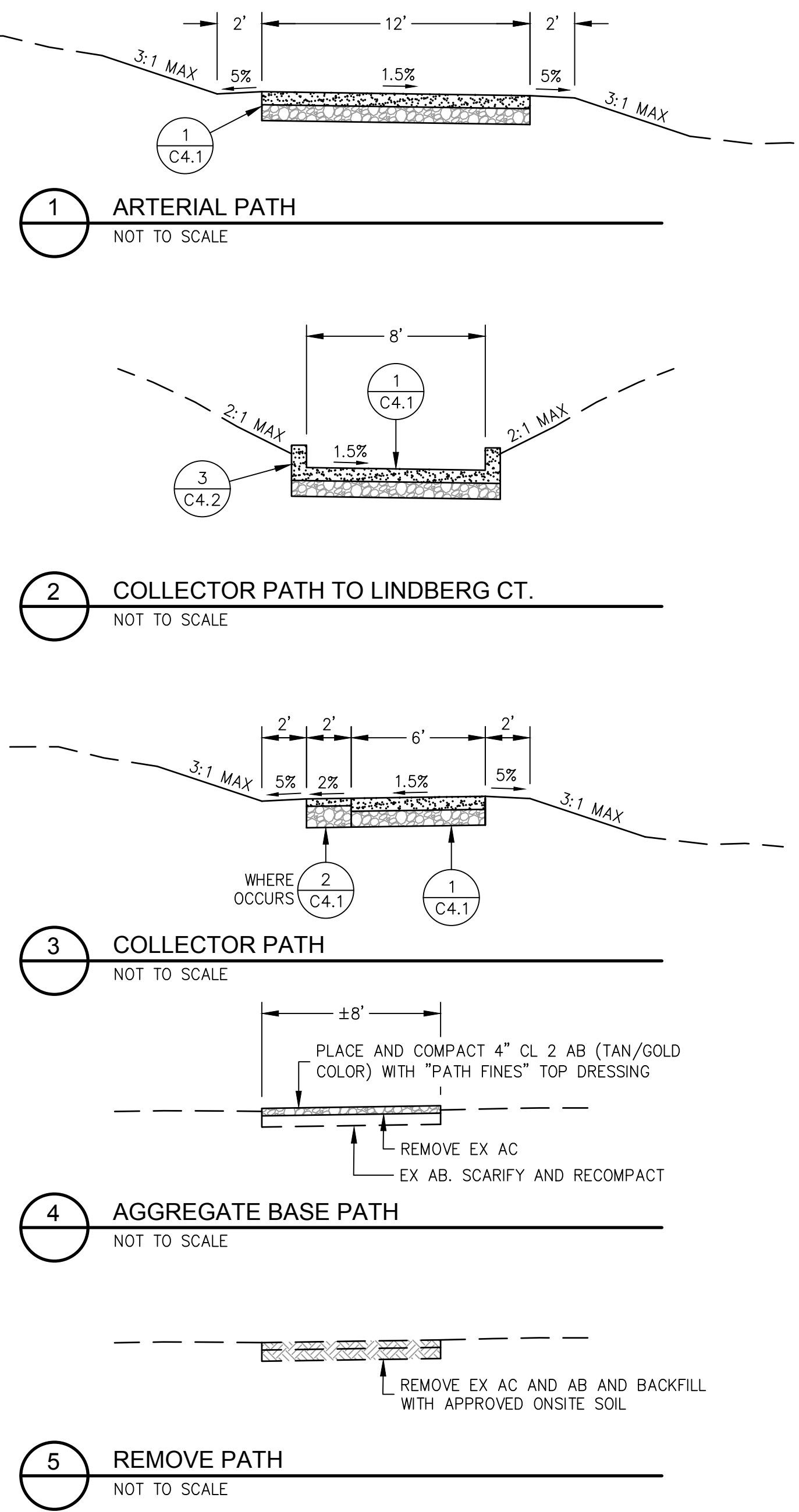
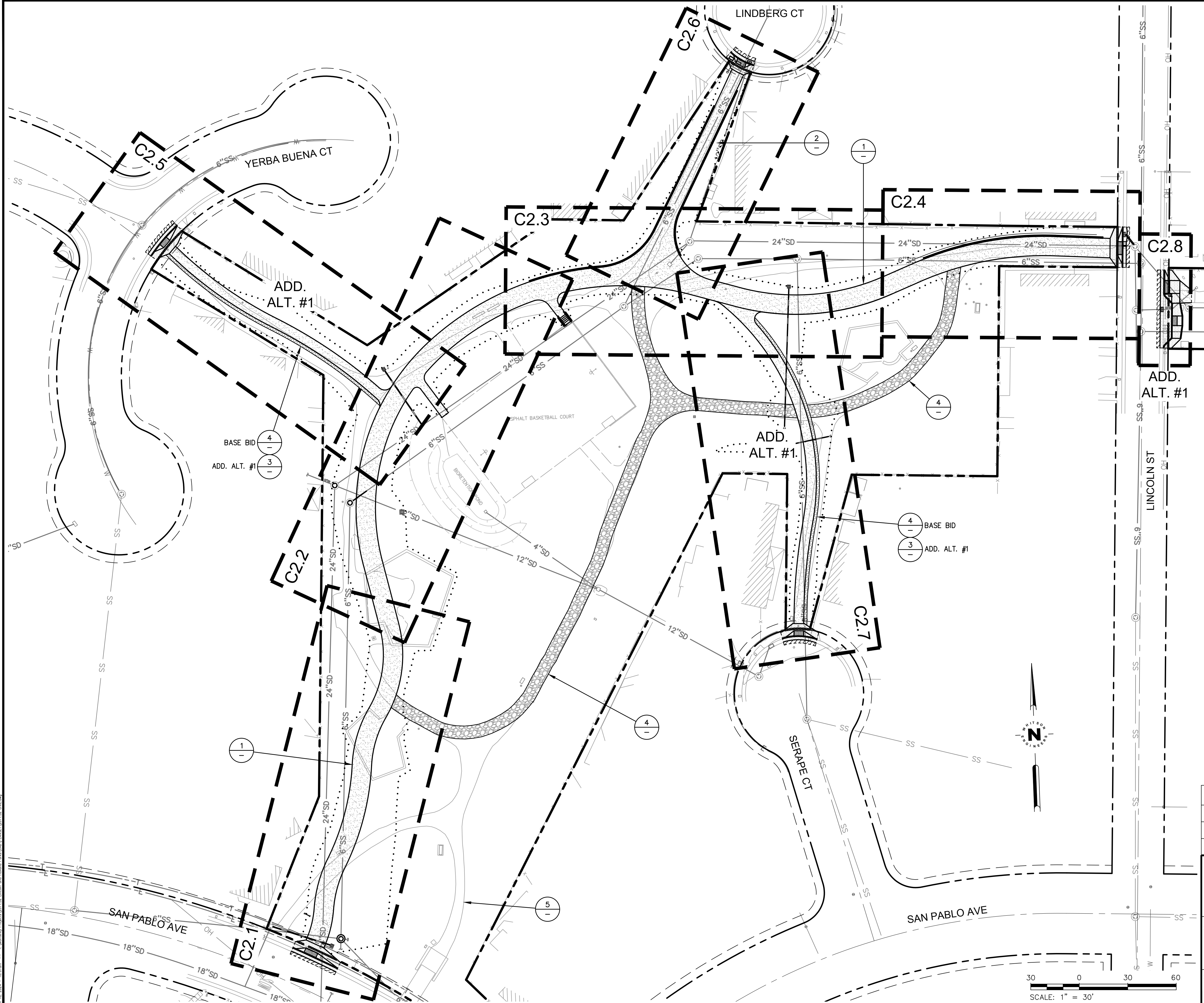
- SAWCUTTING**
- MARK THE PLANNED SAWCUT LOCATIONS IN THE FIELD FOR REVIEW BY THE ENGINEER. THE ENGINEER MAY REVISE THE SAWCUT LIMITS BASED ON ACTUAL FIELD CONDITIONS, SUCH AS TO COINCIDE WITH EXISTING SIDEWALK JOINTS OR BASED ON EXISTING TRENCH PATCHES OR CRACKS IN AC PAVEMENT.
 - SAWCUT THE FULL DEPTH OF AC PAVEMENTS, CURBS, GUTTERS AND SIDEWALKS.
 - SAWCUT TO 1/4 THE DEPTH OF CONCRETE STREETS AND CROSS-GUTTERS.
 - 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**
- ADJUST TO GRADE ALL SEWER AND STORM DRAIN MANHOLE COVERS AND CLEANOUT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
 - ADJUST TO GRADE ALL SURVEY MONUMENT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
 - ADJUST TO GRADE ALL OTHER UTILITY COVERS AND BOXES WITHIN WORK AREA, UNLESS OTHERWISE NOTED. UTILIZE NEW UTILITY-FURNISHED COVERS AND BOXES UNLESS THE EXISTING COVERS OR BOXES ARE APPROVED FOR REUSE BY THE ENGINEER.
- REMOVALS AND ABANDONMENTS**
- STORM DRAIN AND SANITARY SEWER FACILITIES, INCLUDING PIPES, BOXES, CATCH BASINS, ETC., WHICH ARE NOT TO BE RETAINED IN SERVICE MUST BE COMPLETELY REMOVED FROM WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED.
 - IF MANHOLES ARE SHOWN TO BE ABANDONED, THEY MUST BE CLEANED, REMOVED TO AT LEAST 3 FEET BELOW PAVEMENT SUBGRADE, AND BACKFILLED WITH CONTROLLED DENSITY FILL.
- SALVAGED MATERIALS**
- 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.
 - PLACE SALVAGED MATERIALS AT A DESIGNATED LOCATION ON SITE AND NOTIFY THE ENGINEER THAT THEY ARE AVAILABLE FOR PICK-UP. PROVIDE TWO WORKING DAYS FOR THE CITY TO PICK UP SALVAGED MATERIALS. SALVAGED MATERIALS NOT PICKED UP BY THE CITY BECOME THE CONTRACTOR'S PROPERTY AND MUST BE REMOVED FROM THE SITE.

- # DEMOLITION KEYNOTES:
- REMOVE LIGHT POLE AND FOUNDATION.
 - REMOVE ROCK WALL AND FOUNDATION.
 - SALVAGE SIGN. SEE CONSTRUCTION PLANS FOR NEW LOCATION.
 - REMOVE CONCRETE CURB. (PAID FOR UNDER "REMOVE ROCK WALL AND FOUNDATION" BID ITEM)
 - PROTECT DRAIN INLET TO REMAIN.
 - PROTECT BOULDER WITH PLAQUE TO REMAIN.
 - SANITARY SEWER PIPE IS BROKEN APPROX. 4' FROM MANHOLE. LOCATE BREAK AND REPAIR APPROX. 10 LF OF PIPE.
 - REMOVE DRAIN INLET.
 - REMOVE STORM DRAIN PIPE.
 - PROTECT PET WASTE STATION AND TRASH CAN TO REMAIN.
 - SALVAGE PET WASTE BIN. REINSTALL AFTER PATH CONSTRUCTION AT NEW LOCATION WHERE DIRECTED BY THE ENGINEER.
 - PROTECT LIGHT POLE TO REMAIN.
 - REMOVE BOLLARD
 - RECONSTRUCT DRAIN INLET TOP; SEE CONSTRUCTION PLAN FOR DETAILS
 - ADJUST MANHOLE COVER TO FINISH GRADE
 - REMOVE CURB, GUTTER, SIDEWALK, AND 24"-WIDTH OF AC PAVING



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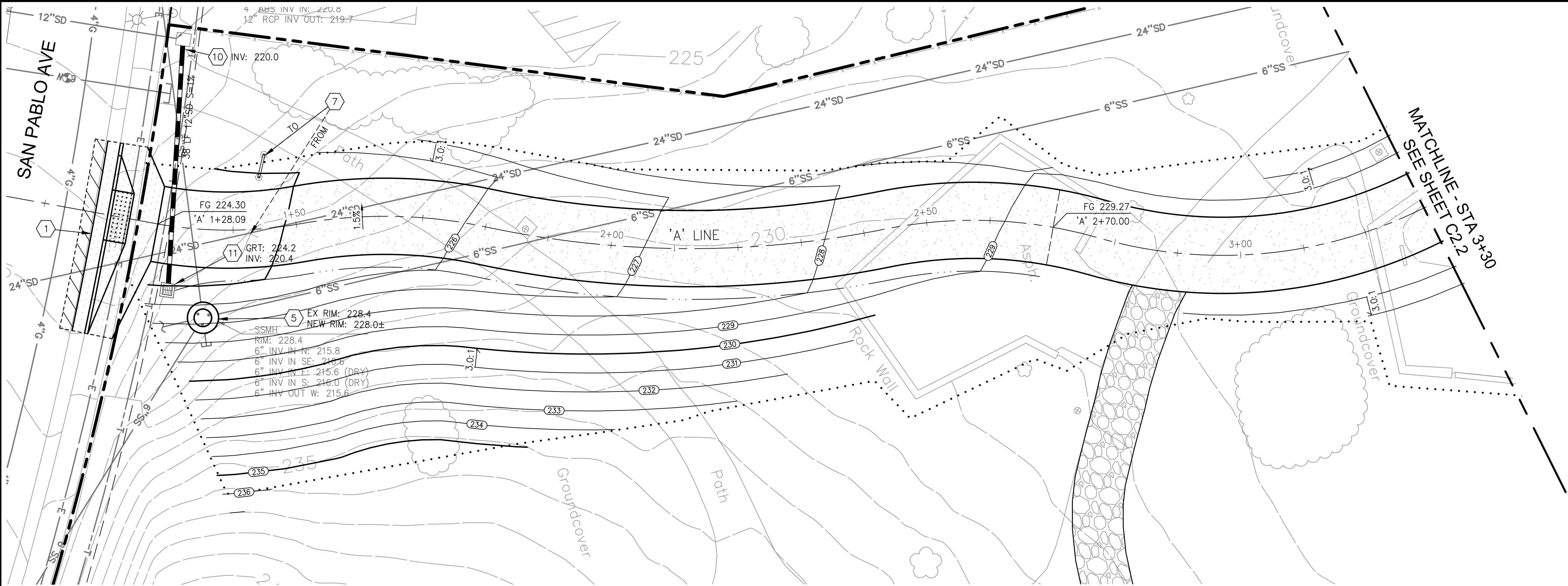
DATE		REVISIONS	
CITY OF SEASIDE		CITY OF SEASIDE	
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET TITLE:		PROJECT NO.	
DEMOLITION PLAN		2071.32	
PROJECT TITLE:		SHEET NO.	
LINCOLN CUNNINGHAM PARK		C1.2	
PHASE 1 - ARTERIAL TRAIL PROJECT		DWG FILE NO.	
1" = 30'		2071.32	



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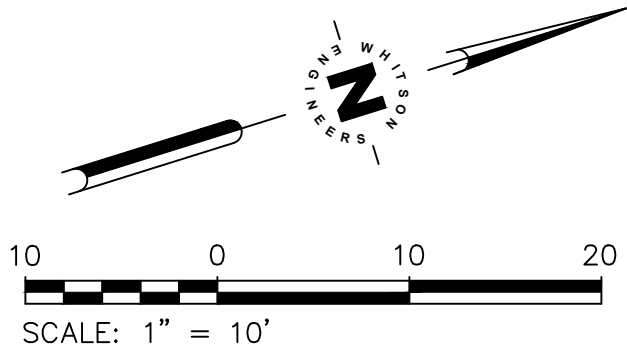
DATE		REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 30'		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: OVERALL CONSTRUCTION PLAN	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.0
			DWG FILE NO. 2071.32



- LEGEND**
- 3"–THICK x 24'–WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY–DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON–SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

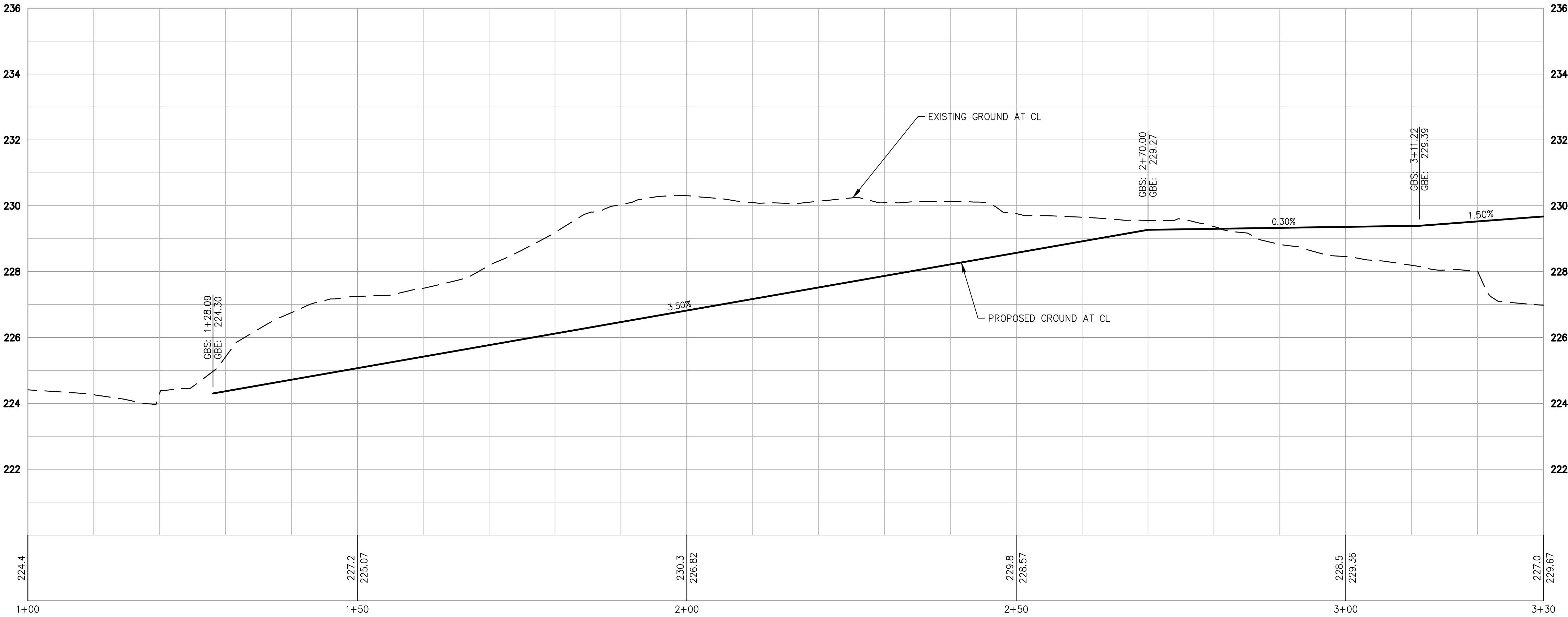
CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S–450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18–9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN–CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP: CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK–IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



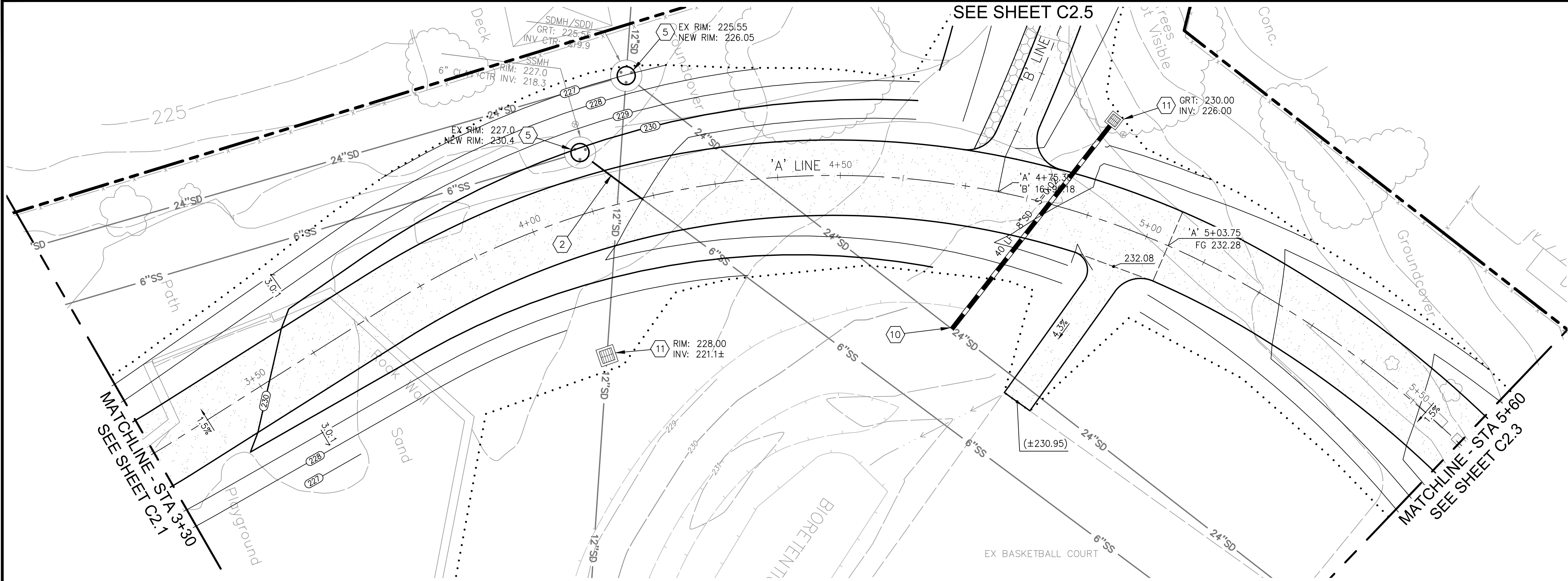
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SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
SCALE: 1" = 10'		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.1
			DWG FILE NO. 2071.32

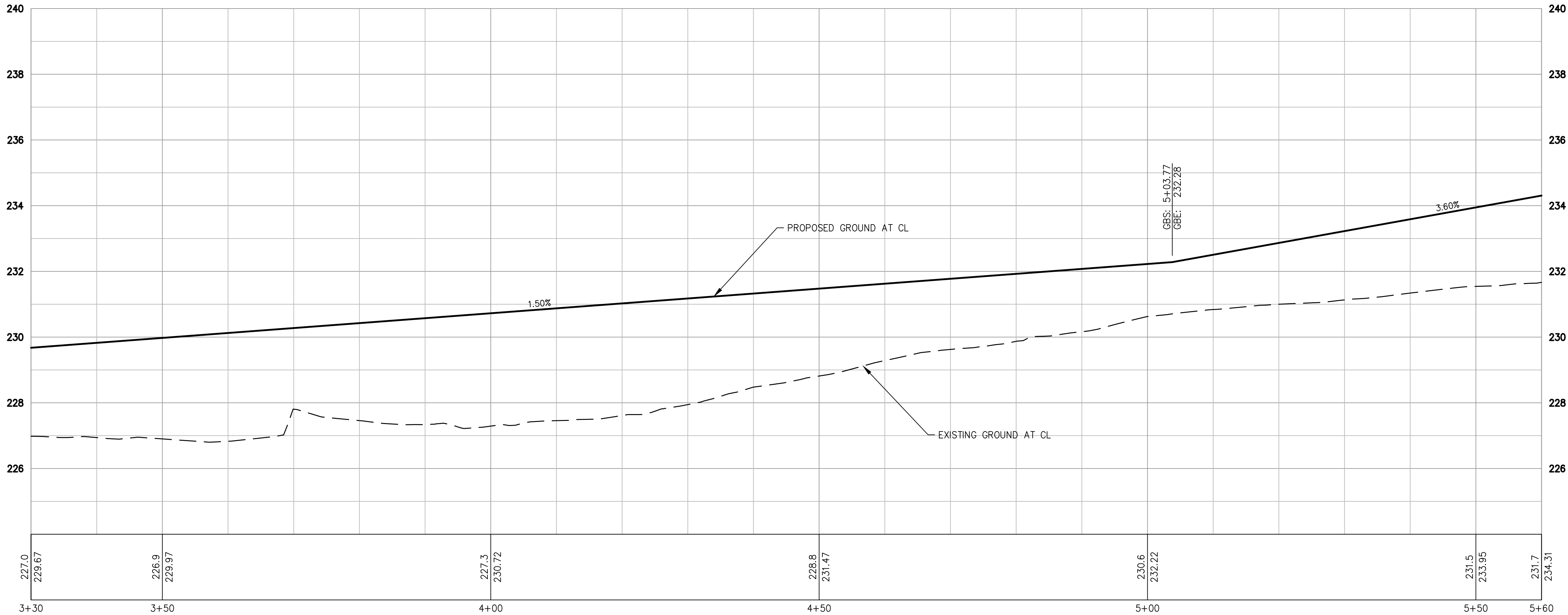
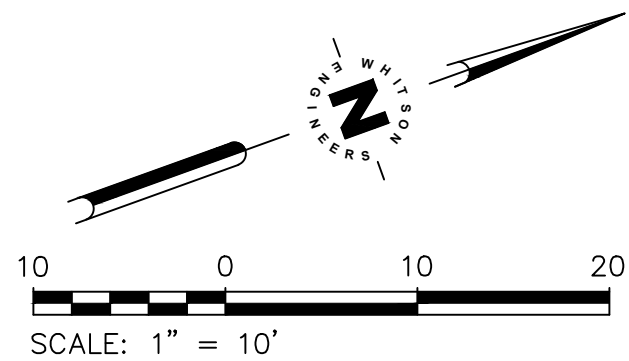
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



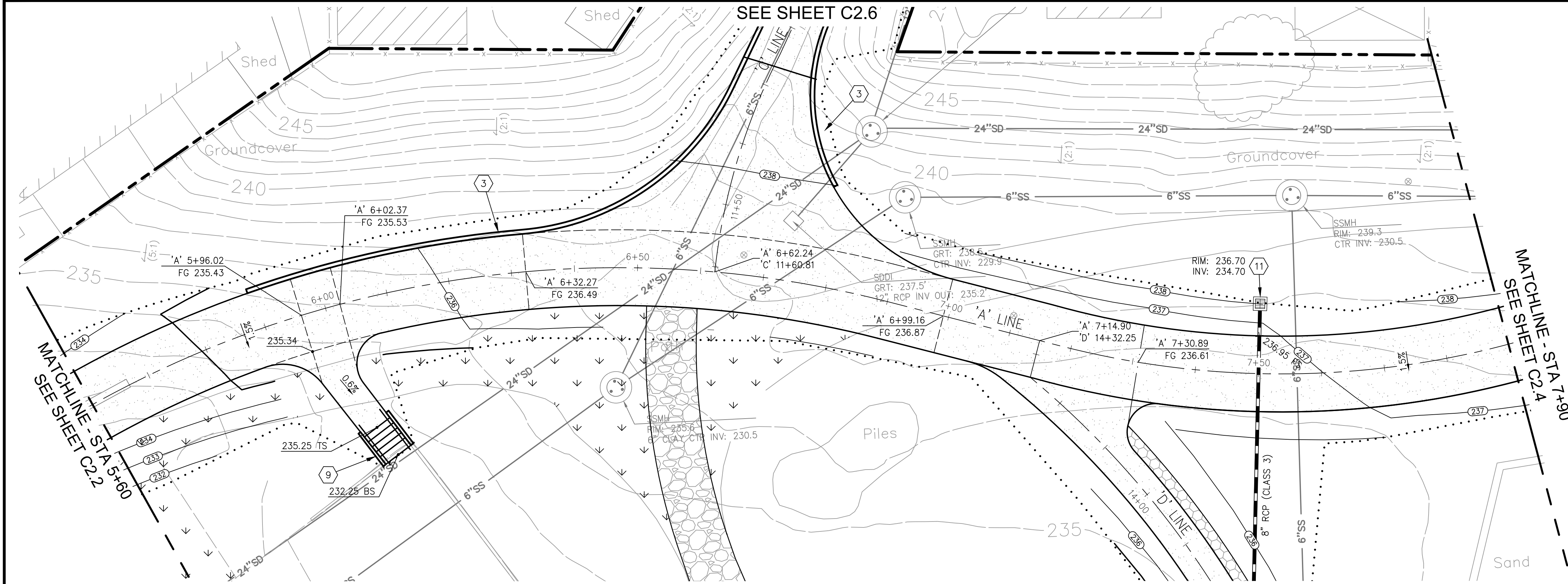
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SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO.
		DWG FILE NO. 2071.32
SCALE: 1" = 10'		

Jan 10, 2024 - 10:09am - I:\Monterey Projects\2071.32, Seaside and Imperial Parks\CA\DWG\ENGINEERING\2071.32_C01.dwg

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



LEGEND

3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING

VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.

STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.

HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1

CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)

DETECTABLE WARNING SURFACE (TRUNCATED DOMES)

NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)

STORM DRAIN PIPE

SAWCUT LINE

REMOVE TREE

GRADING LIMIT

- # CONSTRUCTION KEYNOTES:
1.

CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
2.

REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
3.

12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
4.

TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
5.

ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
6.

RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
7.

RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
8.

REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP: CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
9.

CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
10.

BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
11.

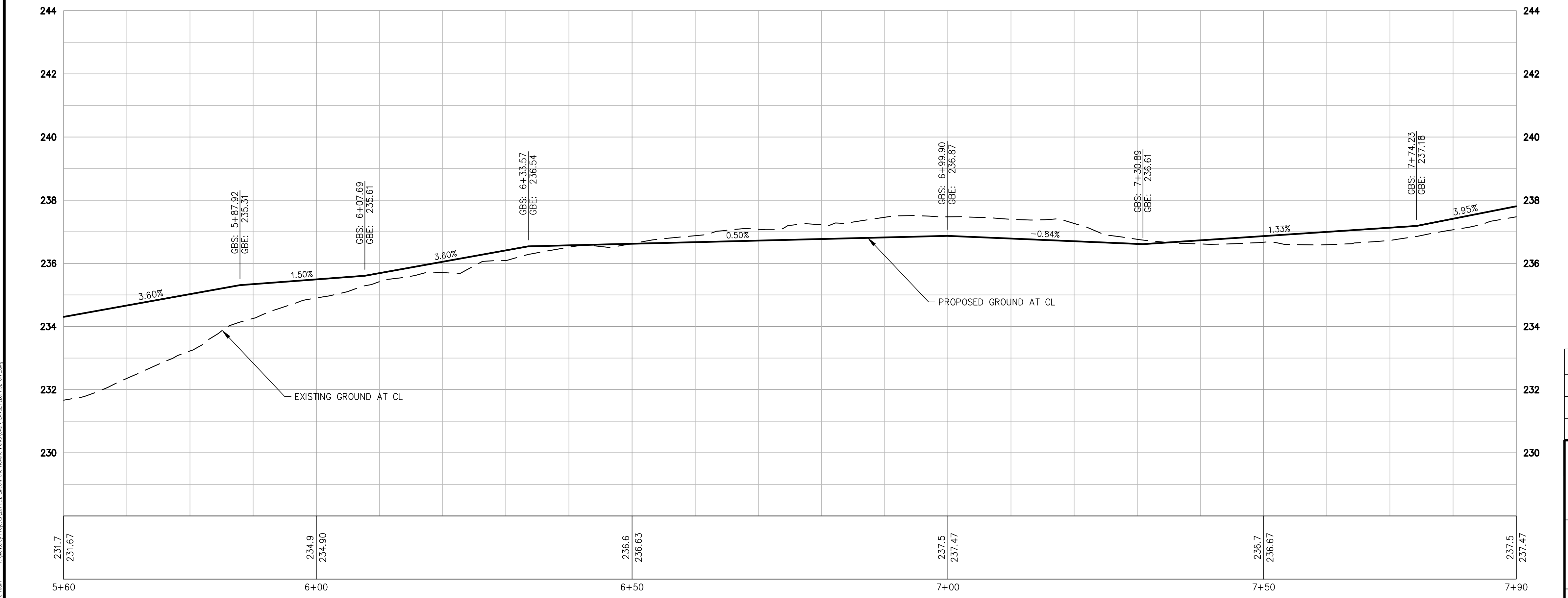
18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
12.

RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
13.

UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
14.

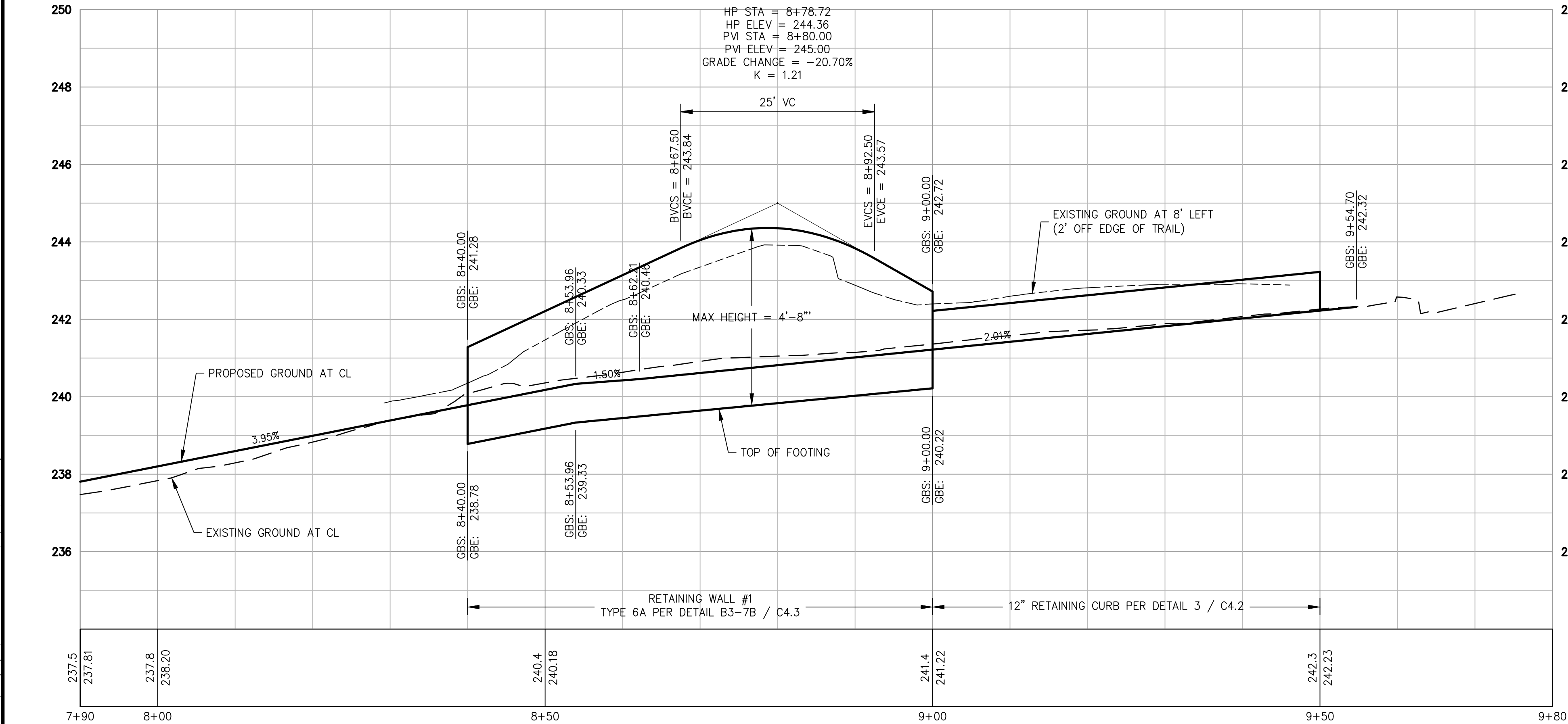
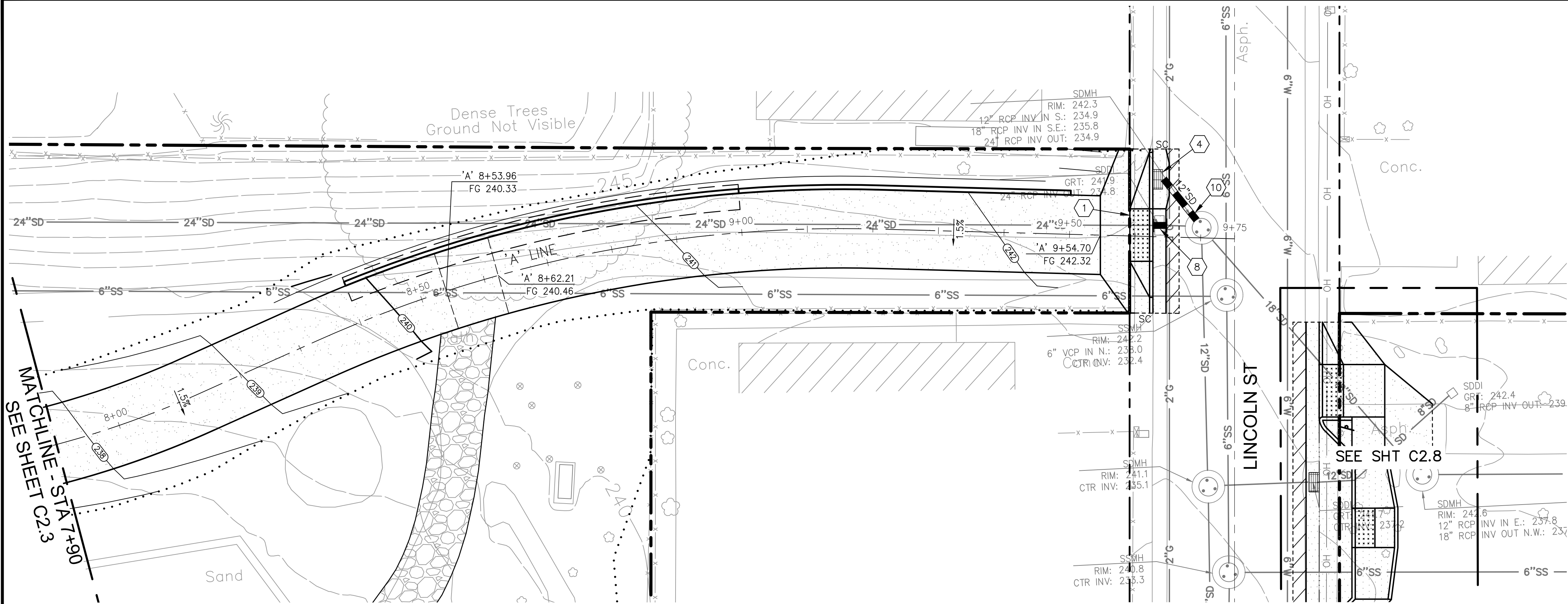
CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
15.

GRADE FLOW LINE



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SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		PROJECT TITLE: CONSTRUCTION PLAN & PROFILE	
SCALE: 1" = 10'		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	
		PROJECT NO. 2071.32	
		SHEET NO. C2.3	
		DWG FILE NO. 2071.32	



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
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 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

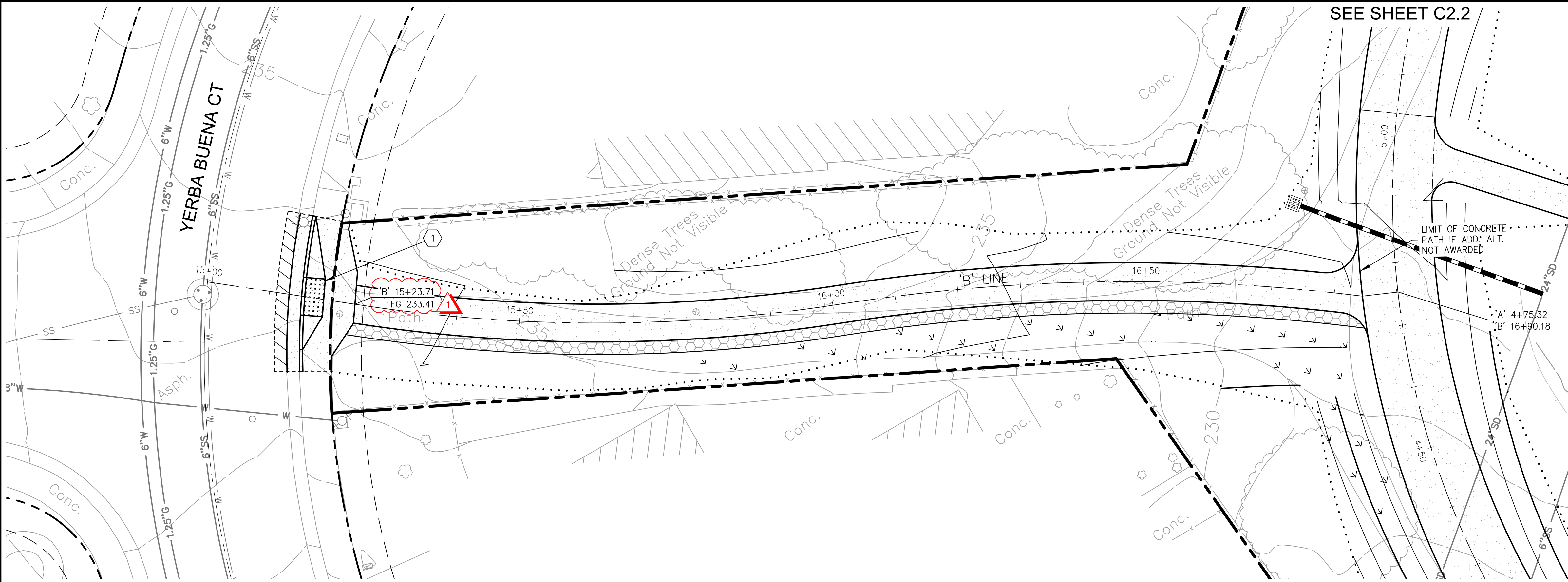
CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP: CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



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 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE: CONSTRUCTION PLAN & PROFILE		PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		SHEET NO. C2.4
		DWG FILE NO. 2071.32	



LEGEND

3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING

VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.

STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.

HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1

CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)

DETECTABLE WARNING SURFACE (TRUNCATED DOMES)

NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)

STORM DRAIN PIPE

SAWCUT LINE

REMOVE TREE

GRADING LIMIT

- CONSTRUCTION KEYNOTES:
1.

CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
2.

REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
3.

12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
4.

TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
5.

ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
6.

RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
7.

RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
8.

REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
9.

CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
10.

BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
11.

18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
12.

RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
13.

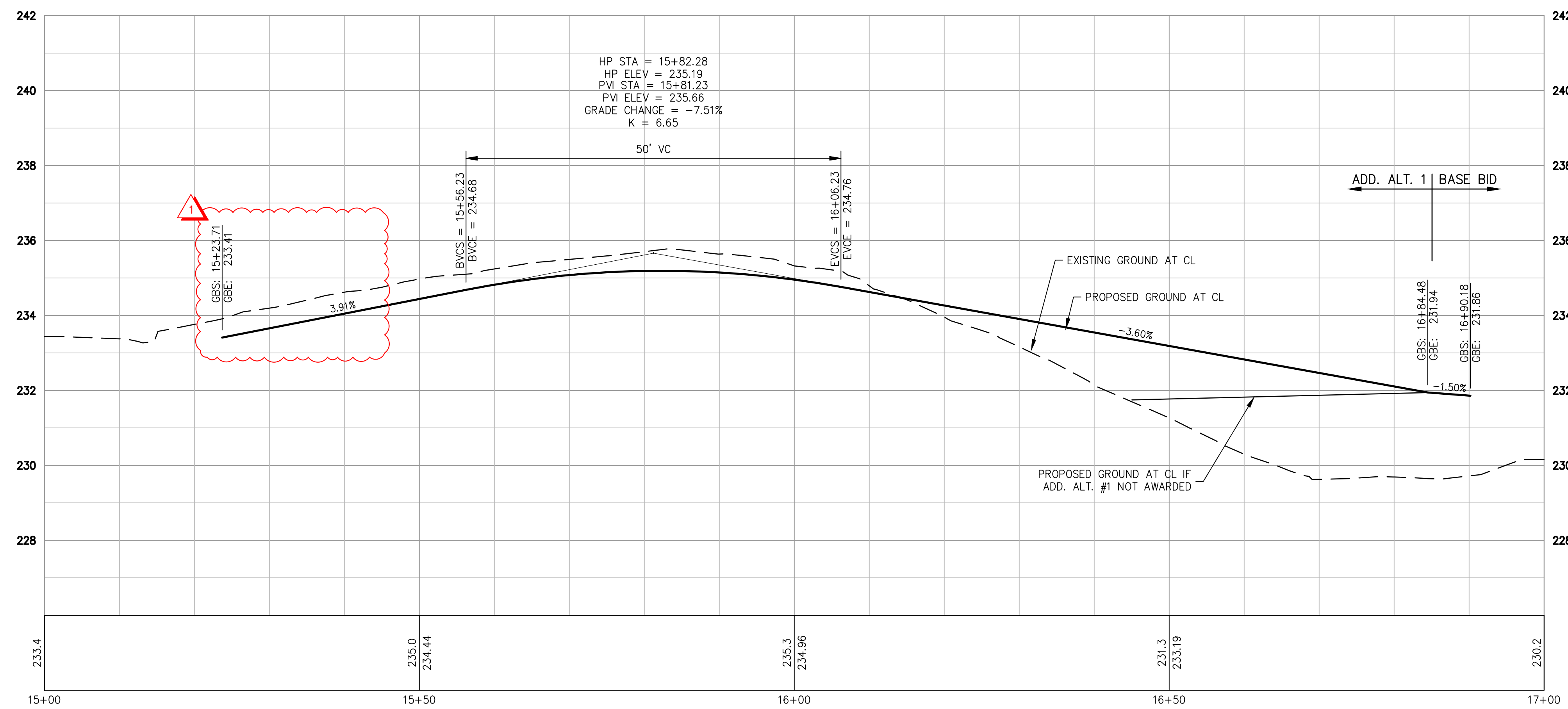
UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
14.

CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
15.

GRADE FLOW LINE

ADDITIVE ALTERNATE #1

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'



10 0 10 20

SCALE: 1" = 10'

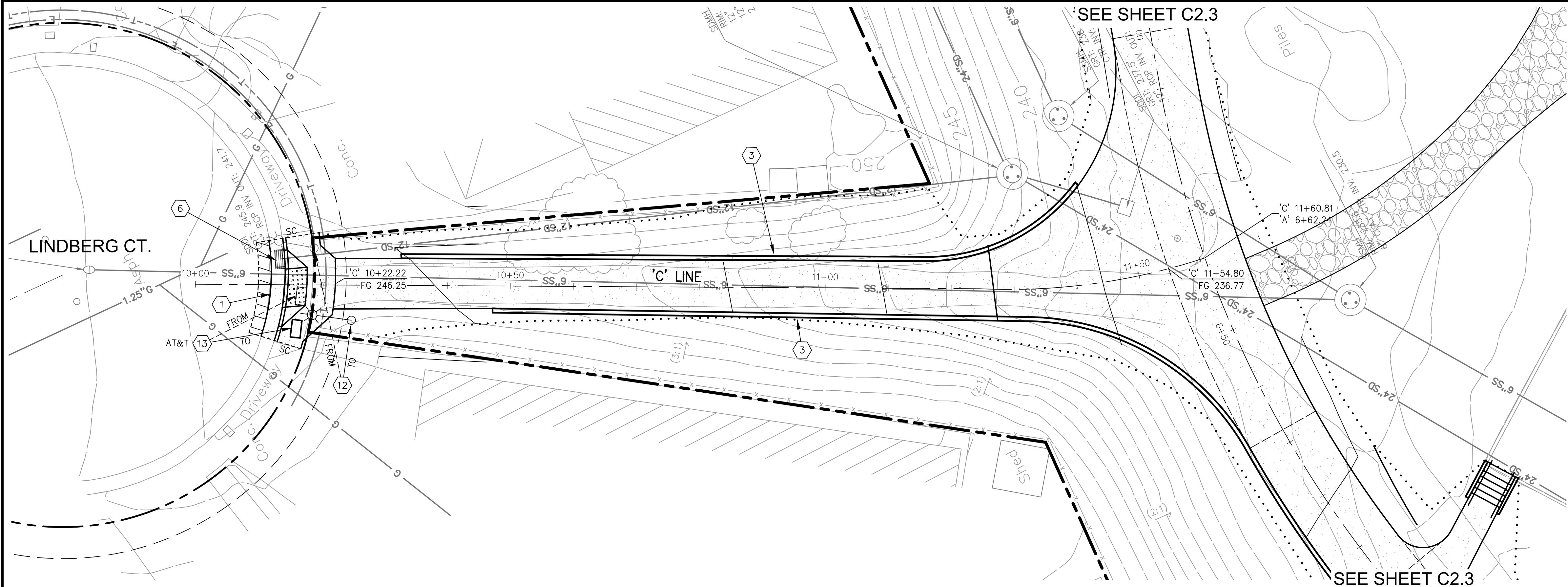
REGISTERED PROFESSIONAL ENGINEER
RICHARD P. WEBER
No. 55219
CIVIL
STATE OF CALIFORNIA

W

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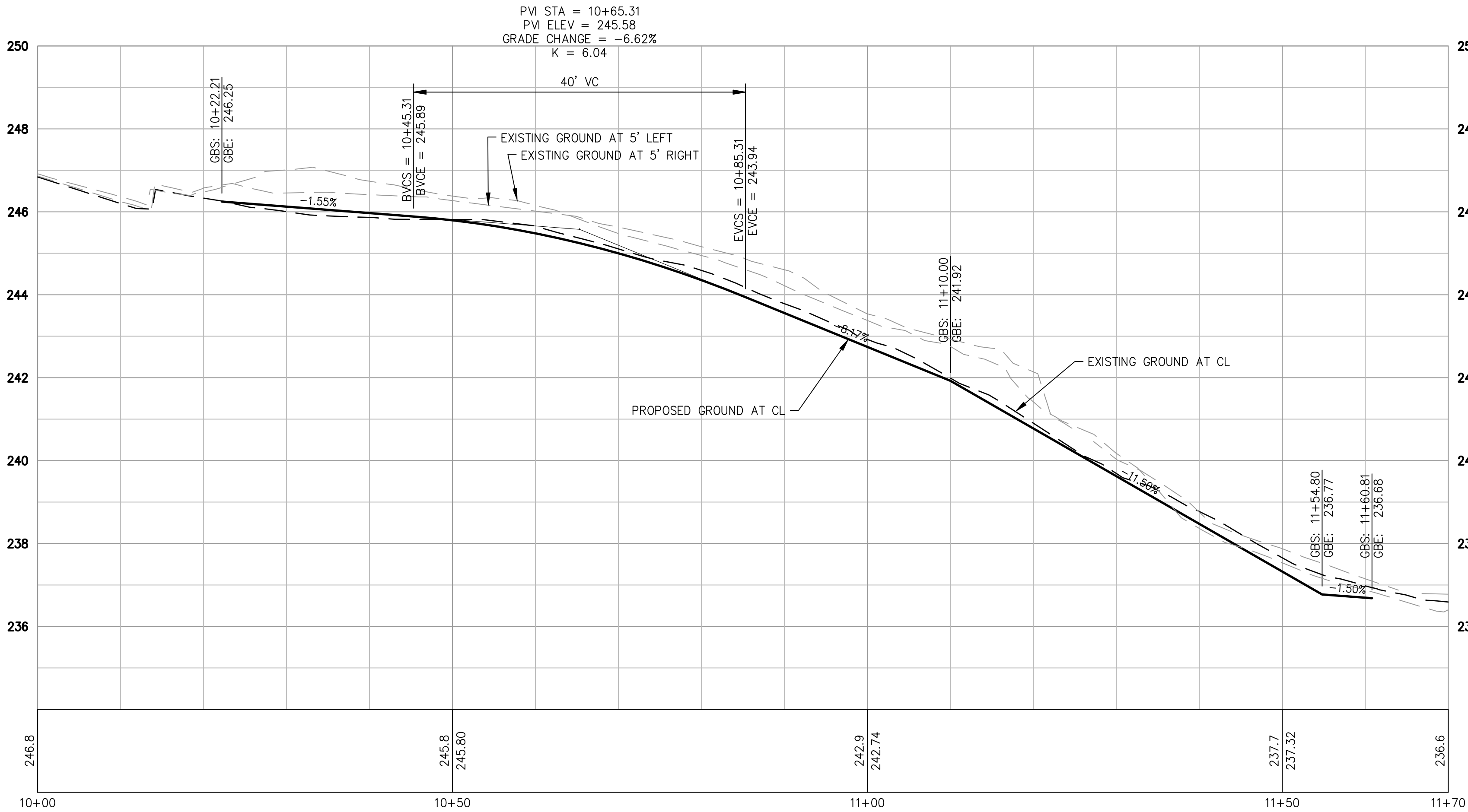
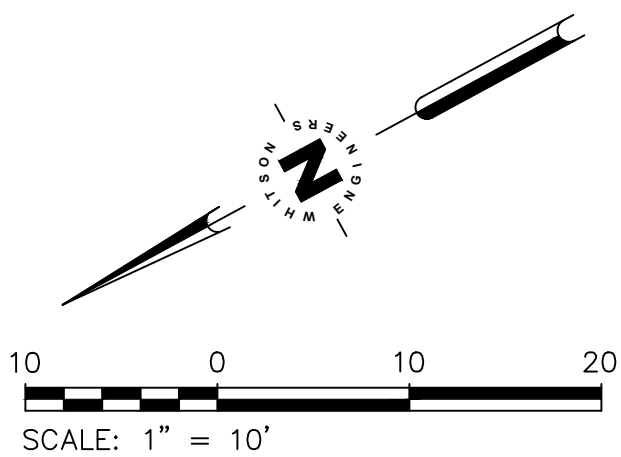
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7/8/2024	1 BID ADDENDUM 4	
DATE	REVISIONS	
CITY OF SEASIDE CALIFORNIA SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.5
	SCALE: 1" = 10'	DWG FILE NO. 2071.32



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
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 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

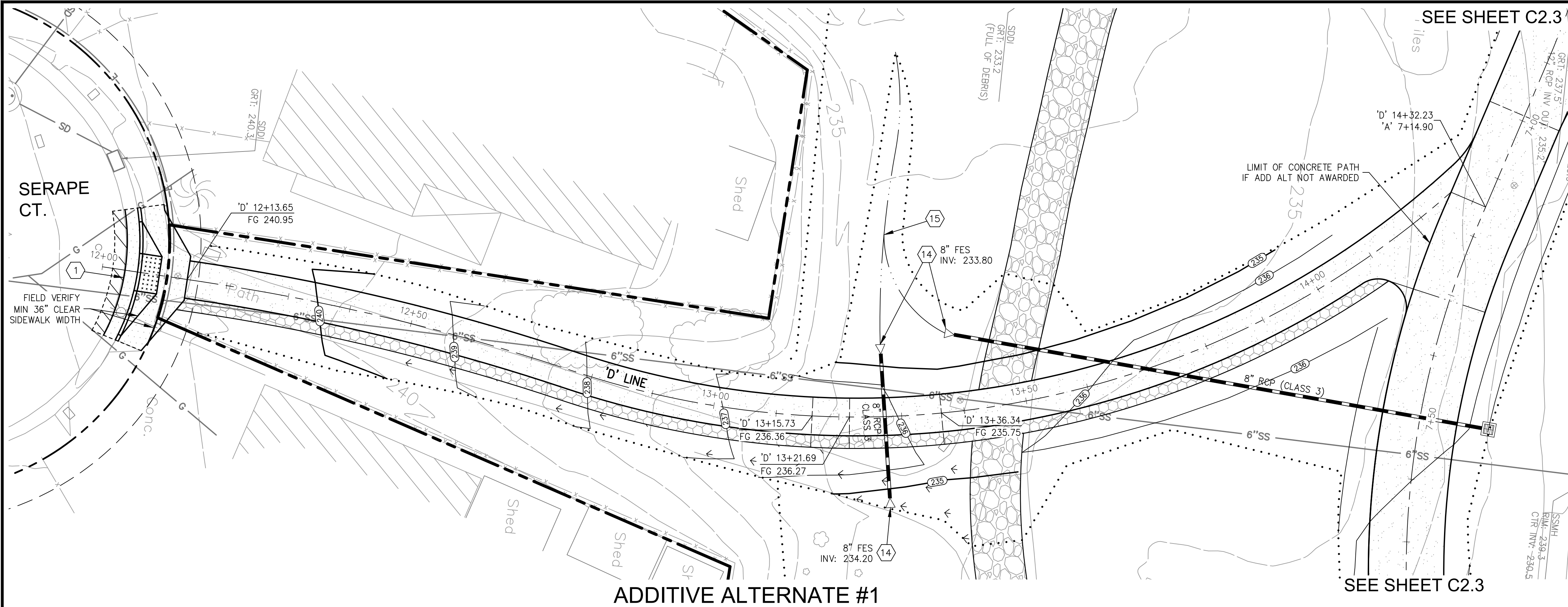
- CONSTRUCTION KEYNOTES:**
- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
 - REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
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 - ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
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 - BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
 - 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
 - RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
 - UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
 - CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
 - GRADE FLOW LINE



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DATE		REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
		SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.6 DWG FILE NO. 2071.32



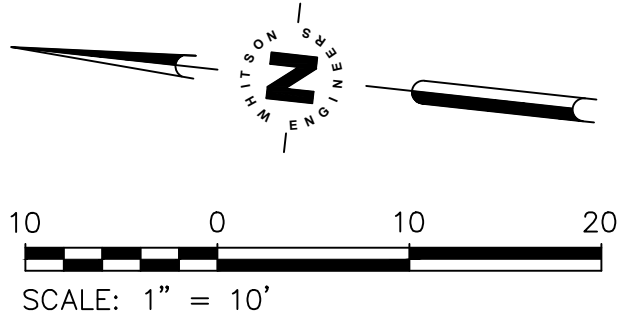
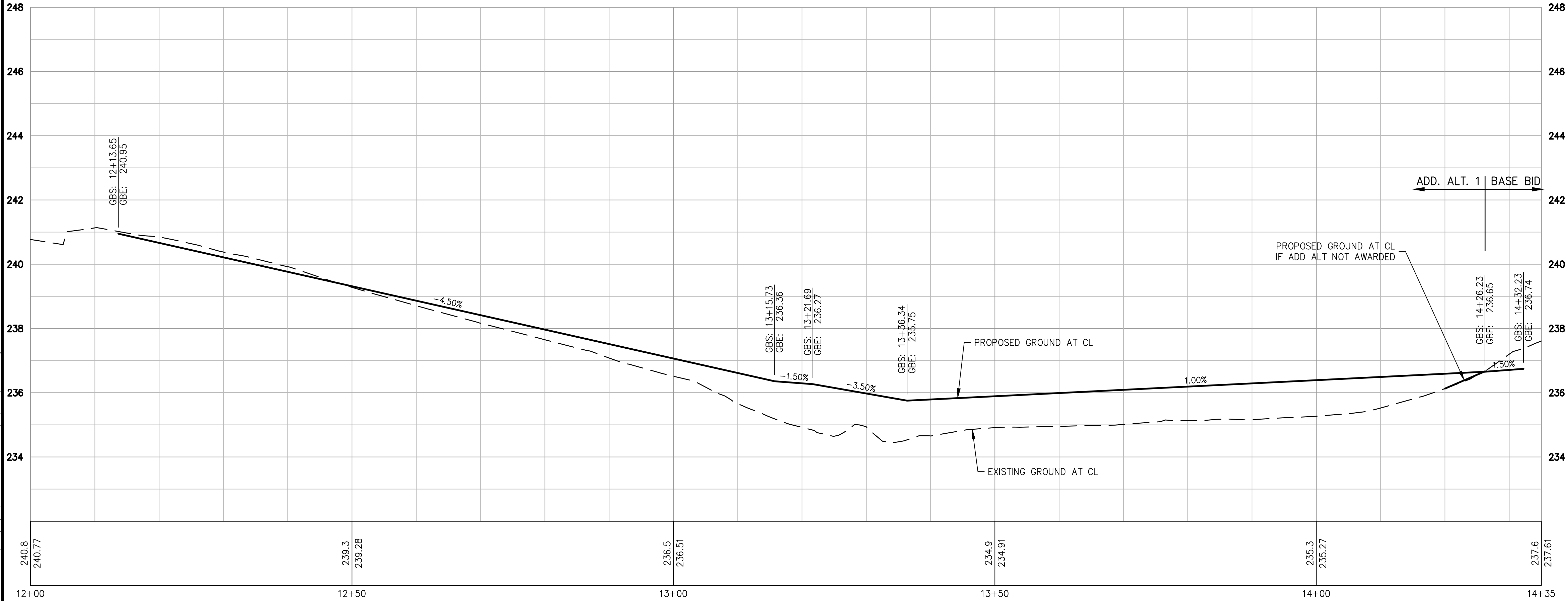
ADDITIVE ALTERNATE #1

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'

- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
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 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

CONSTRUCTION KEYNOTES:

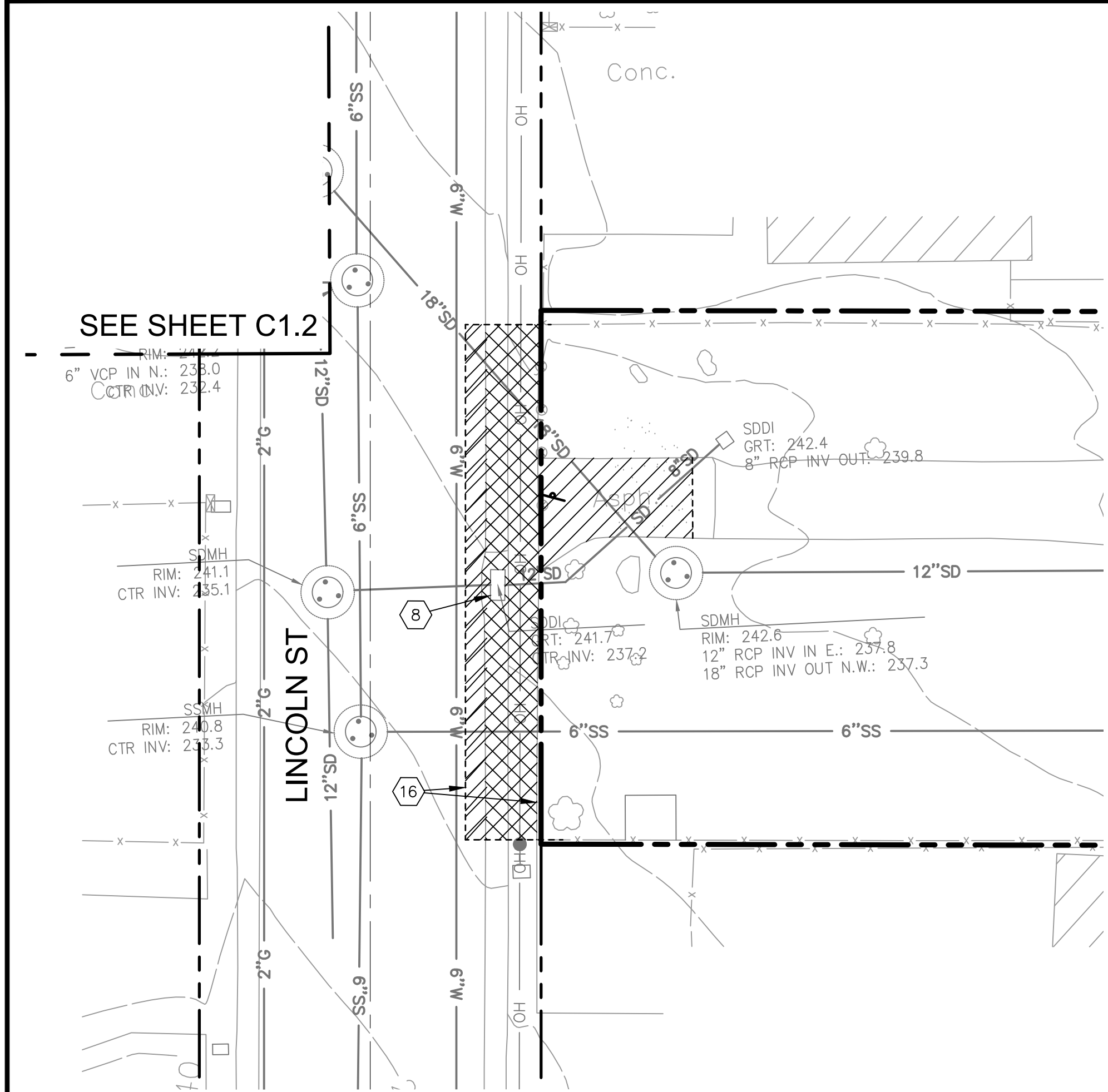
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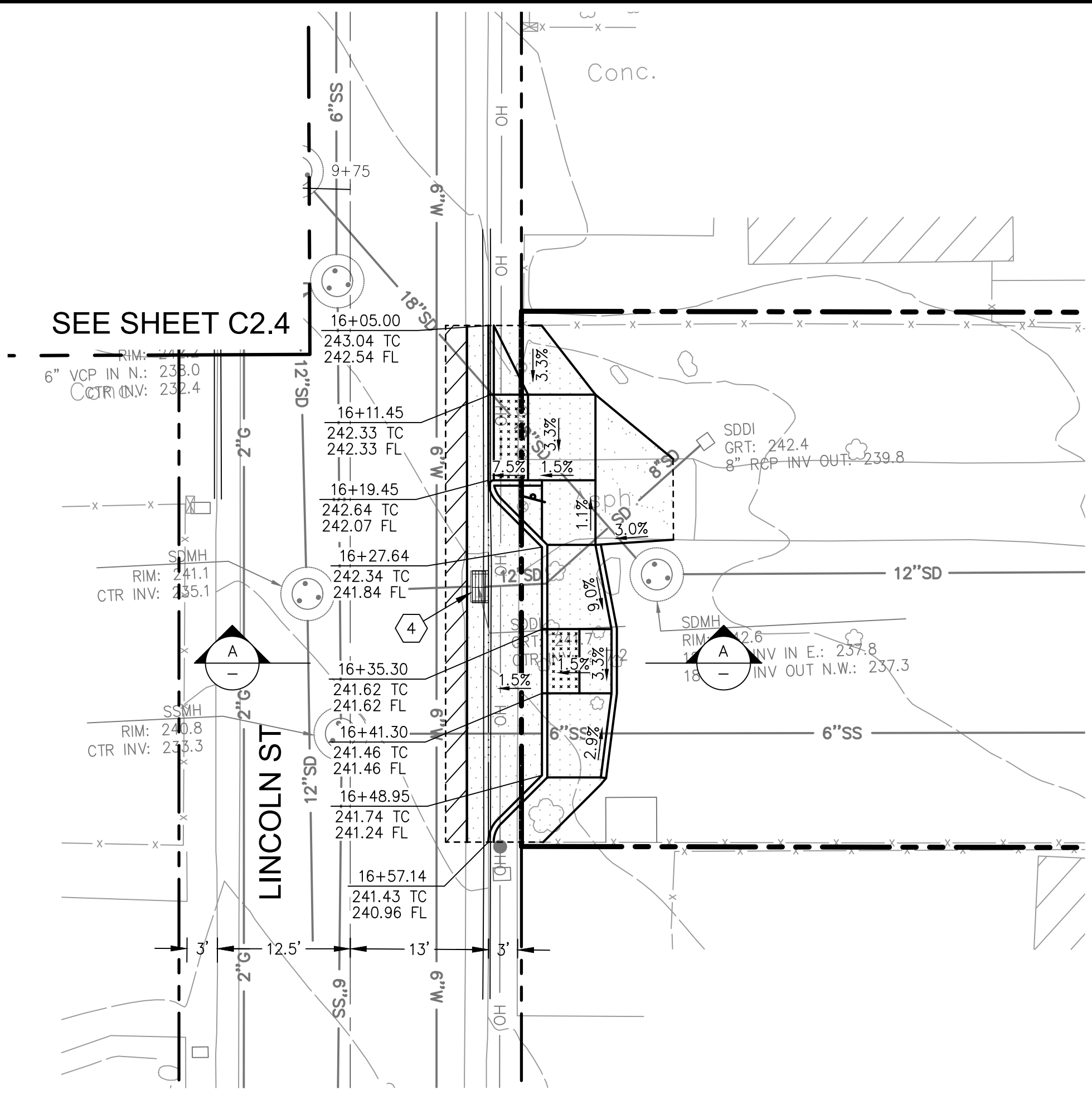
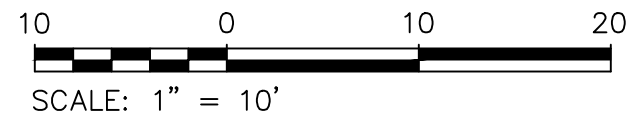
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	SHEET TITLE:	PROJECT NO. 2071.32
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	CONSTRUCTION PLAN & PROFILE	SHEET NO.
SCALE: 1" = 10'	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	C2.7
		DWG FILE NO. 2071.32

Jan 10, 2024 - 10:23am - I:\Monterey Projects\2071.32 - Seaside and Marina Park\DWG\PLANS\2071.32_C01.dwg



DEMOLITION PLAN

SEE SHEET C1.2 FOR LEGEND AND KEYNOTES.

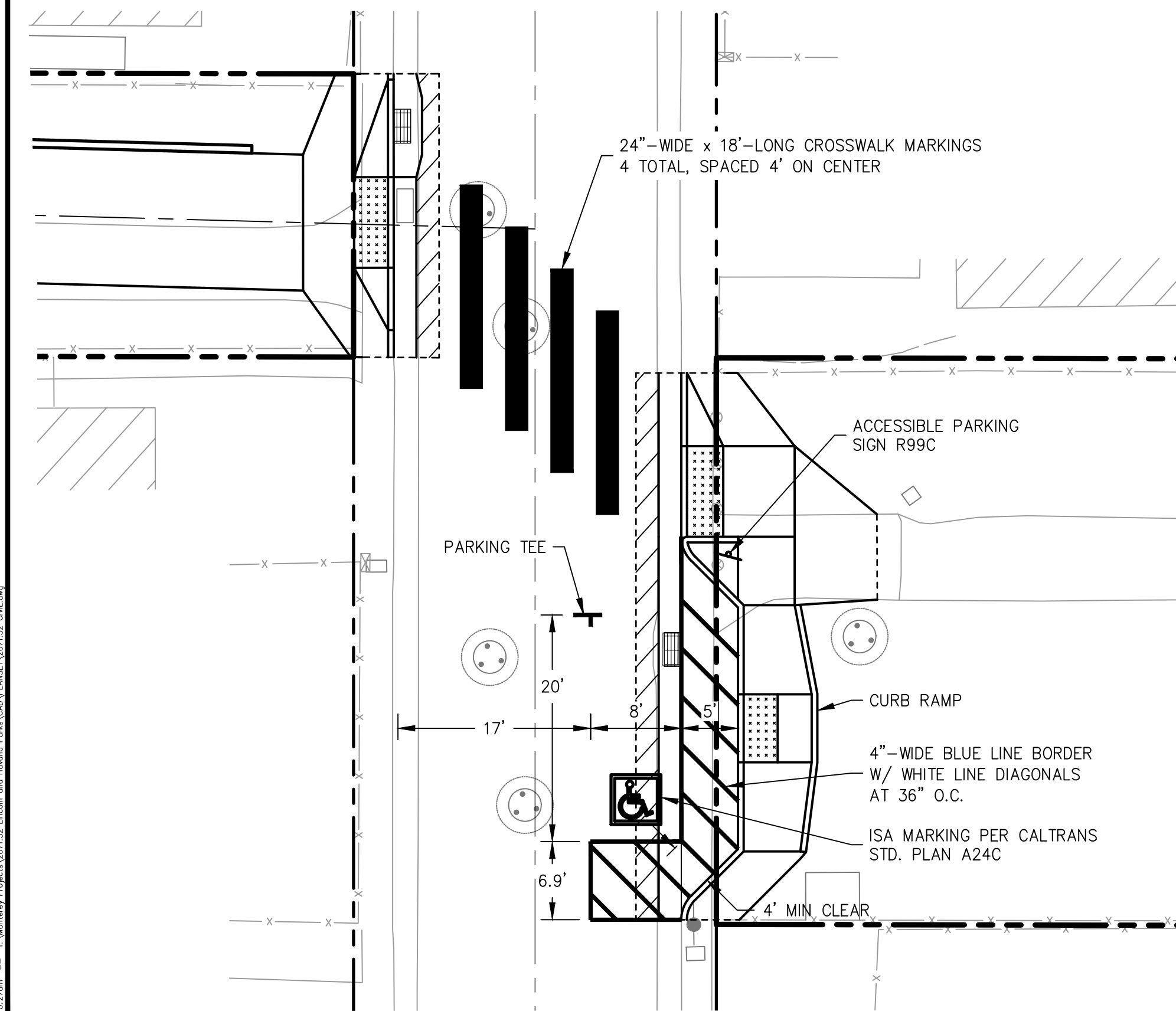


CONSTRUCTION PLAN

- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
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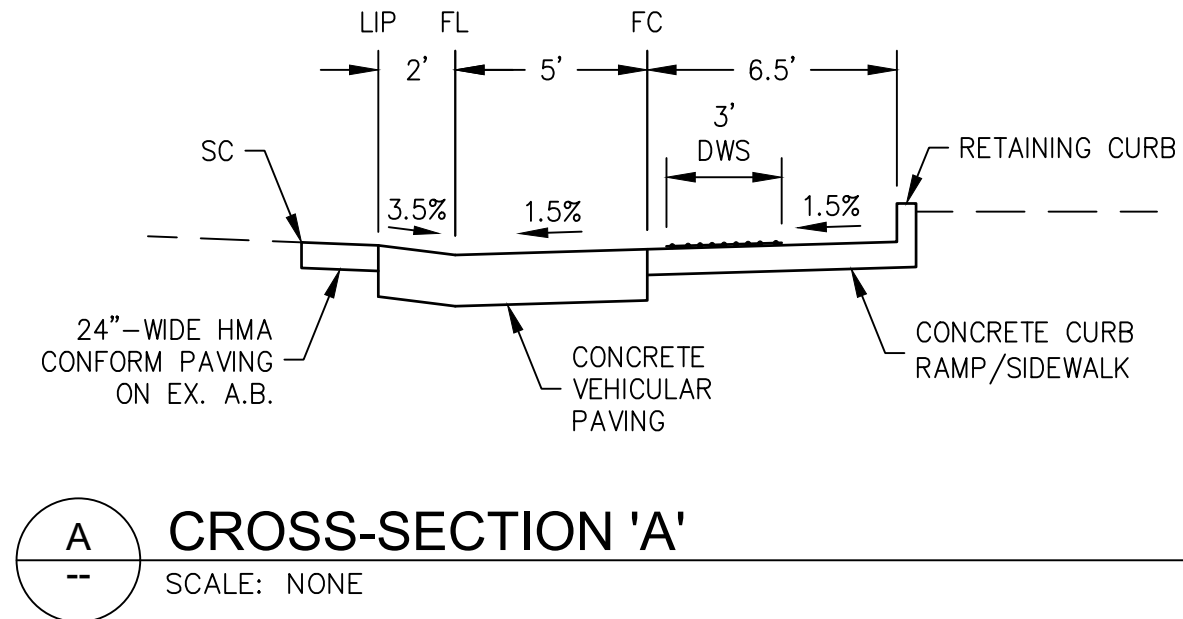
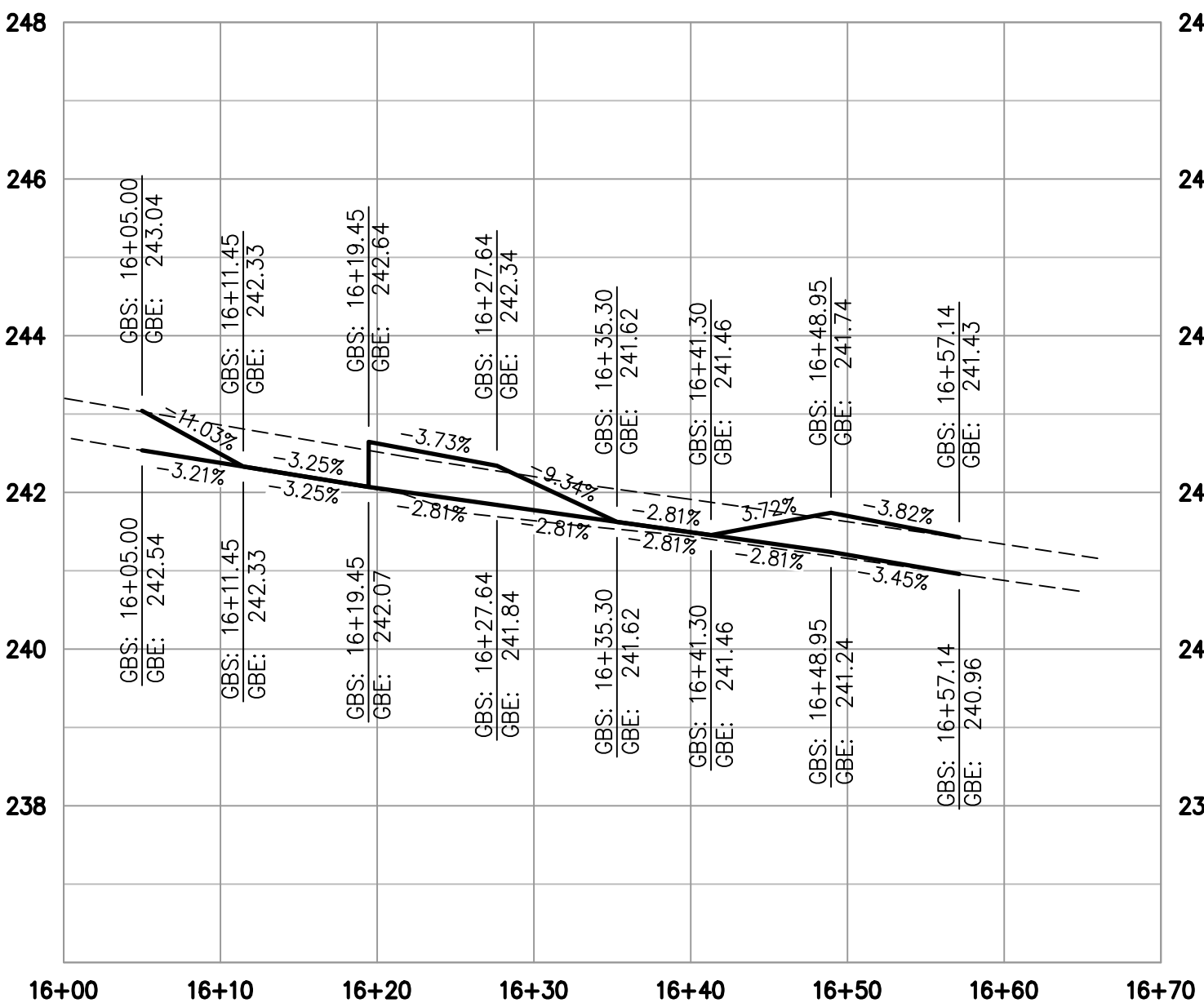
CONSTRUCTION KEYNOTES:

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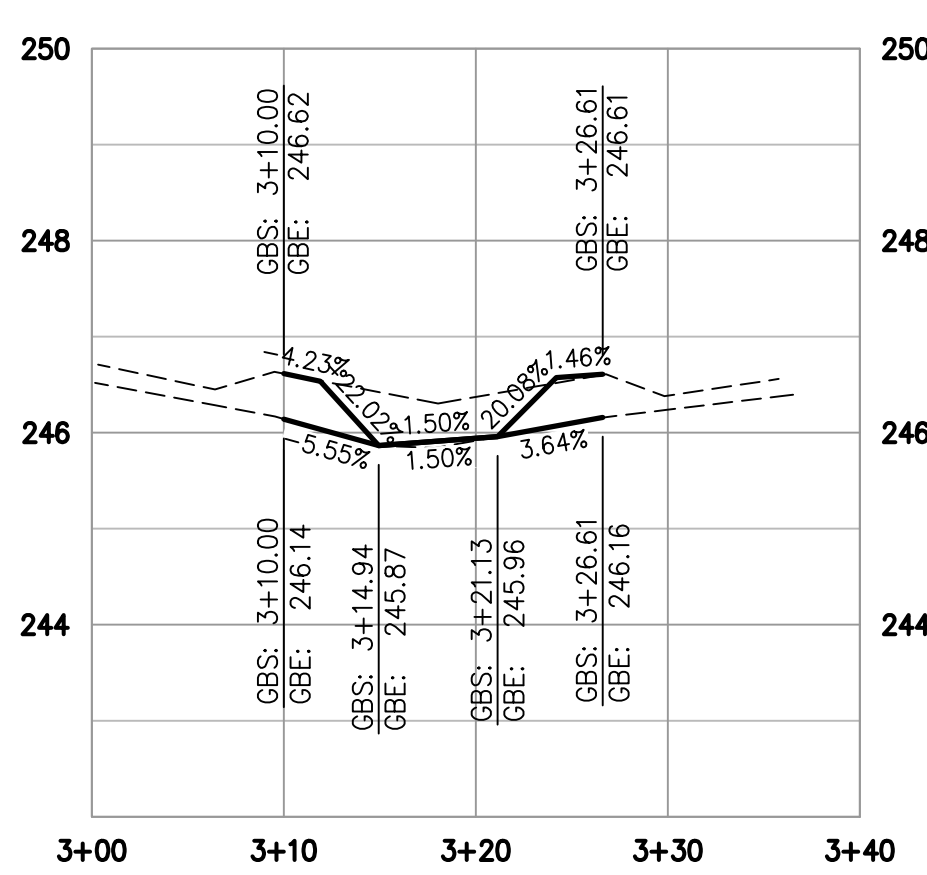
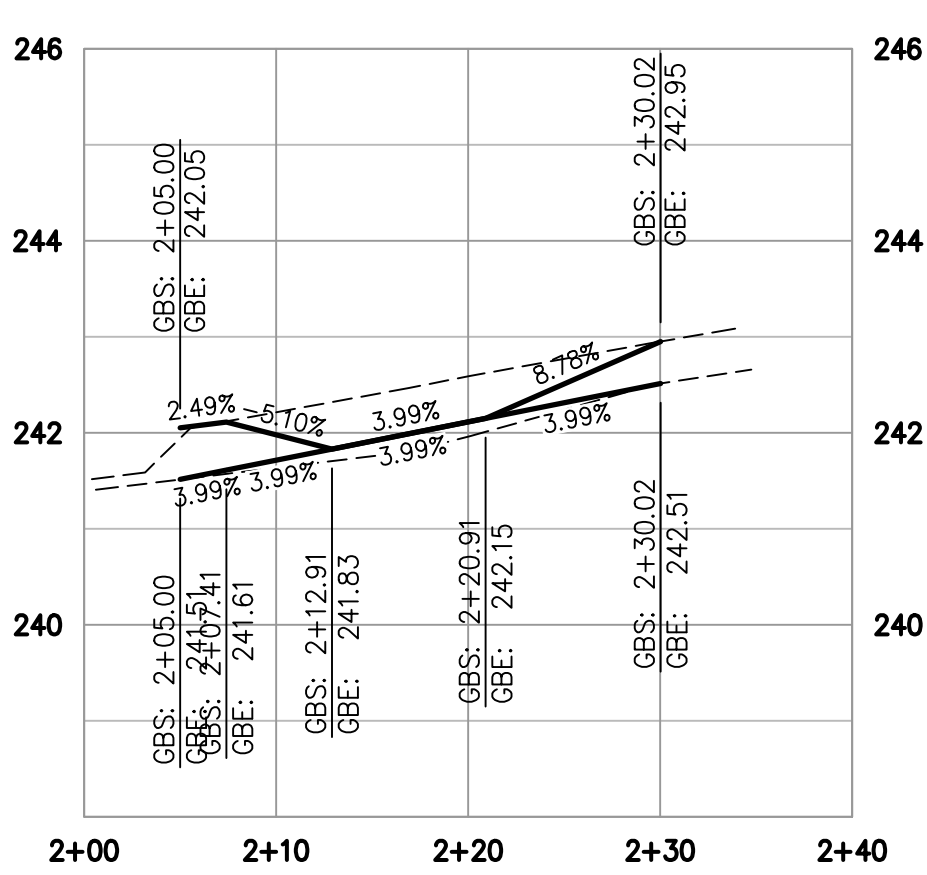
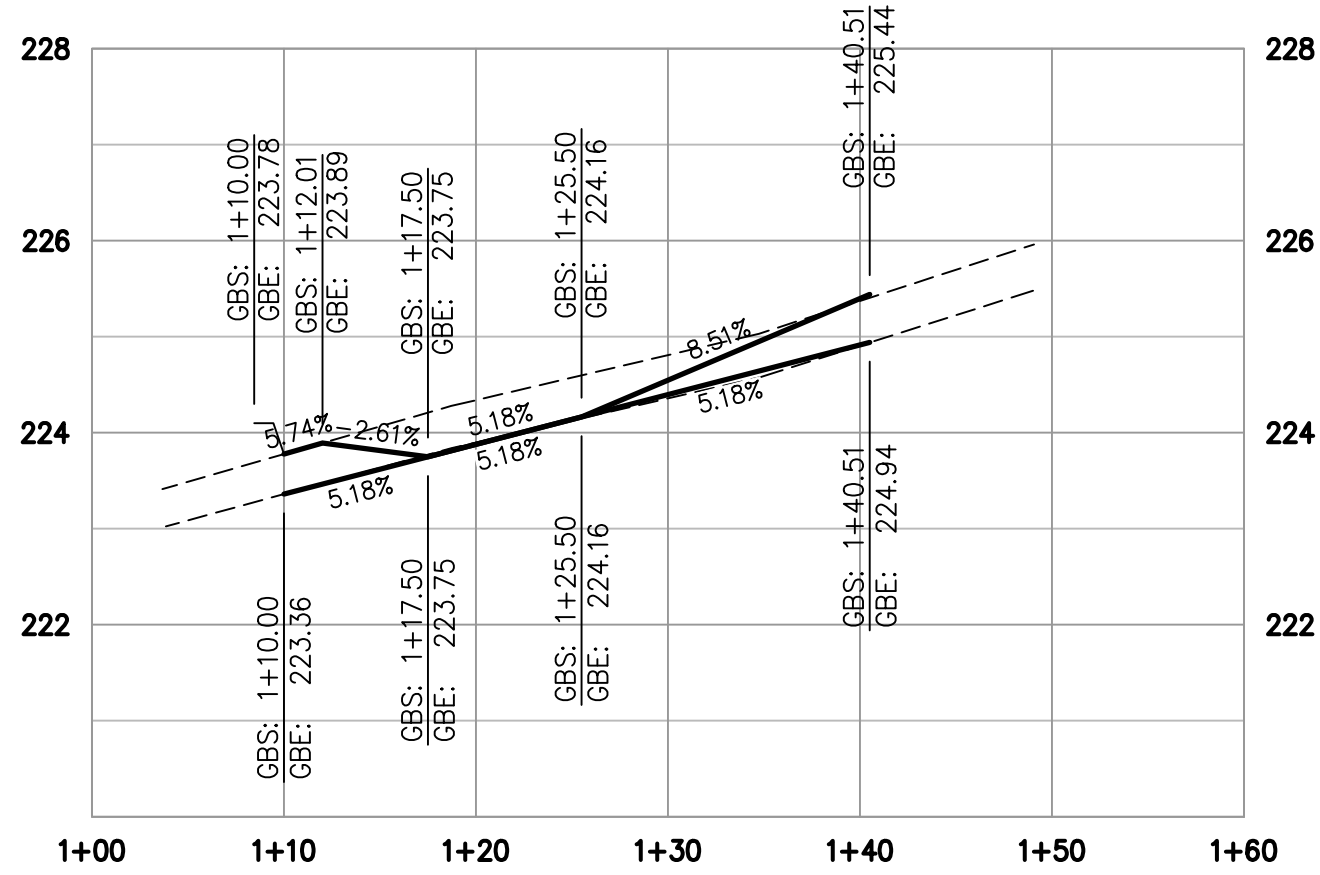
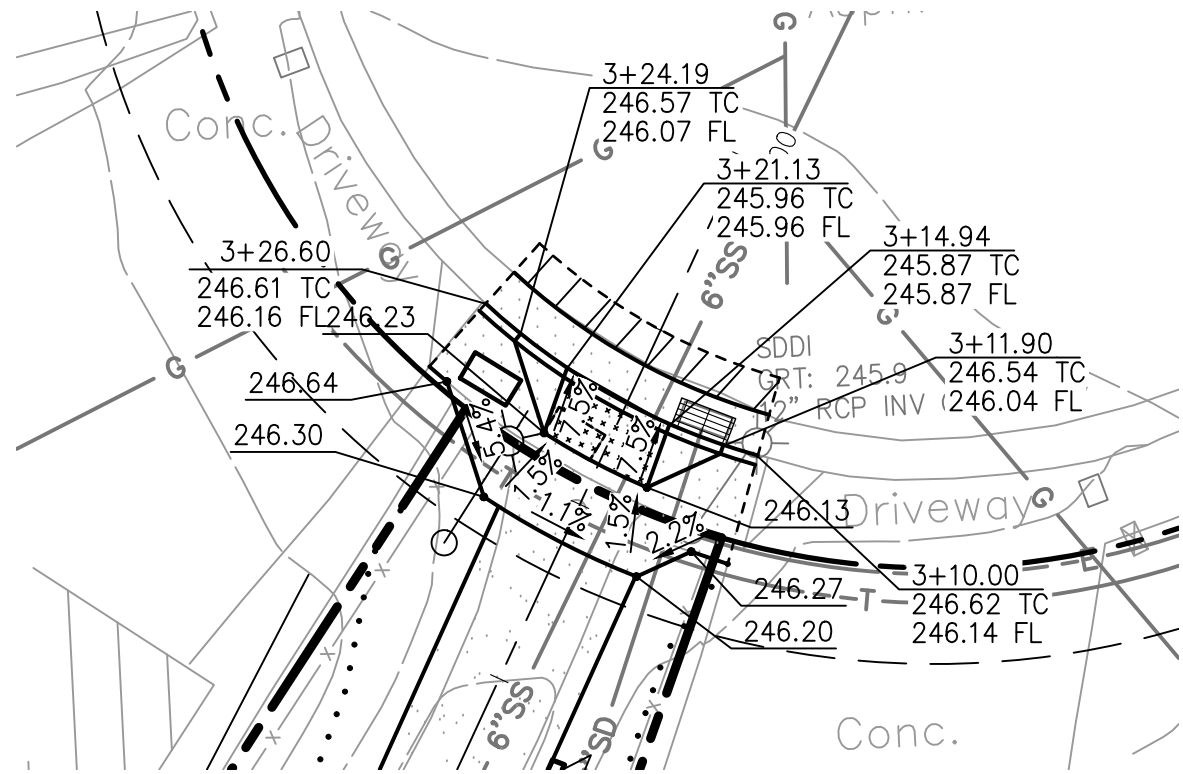
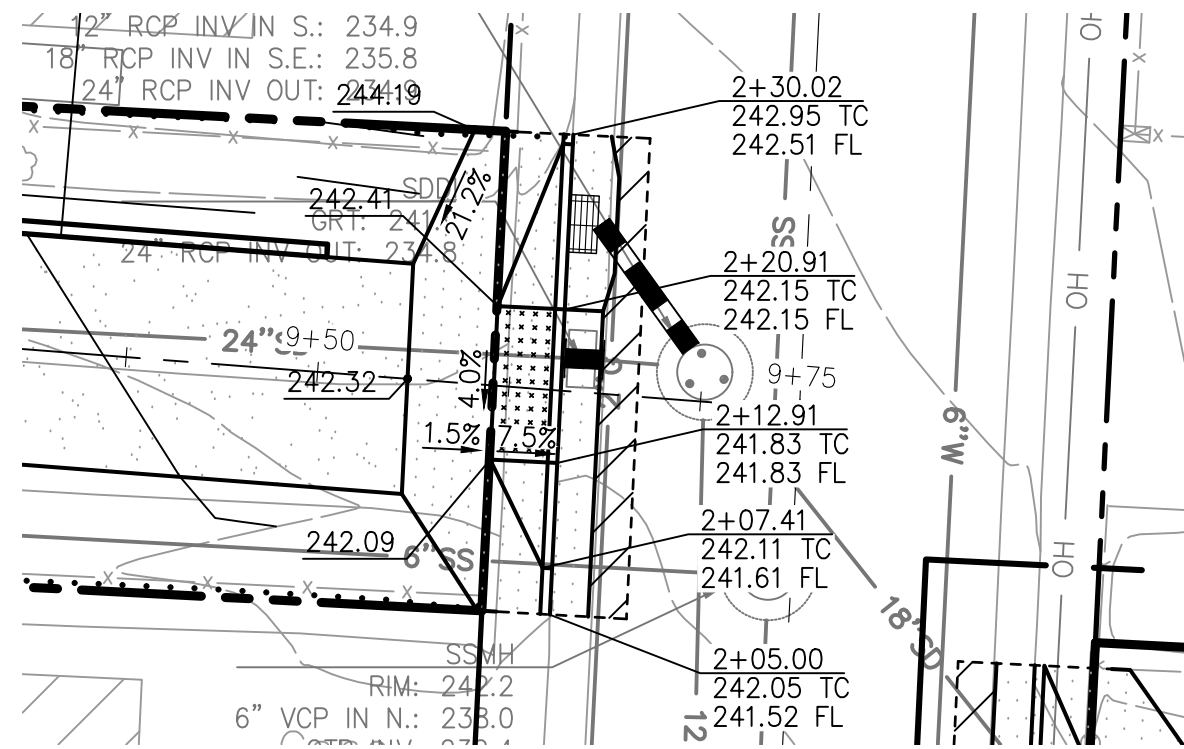
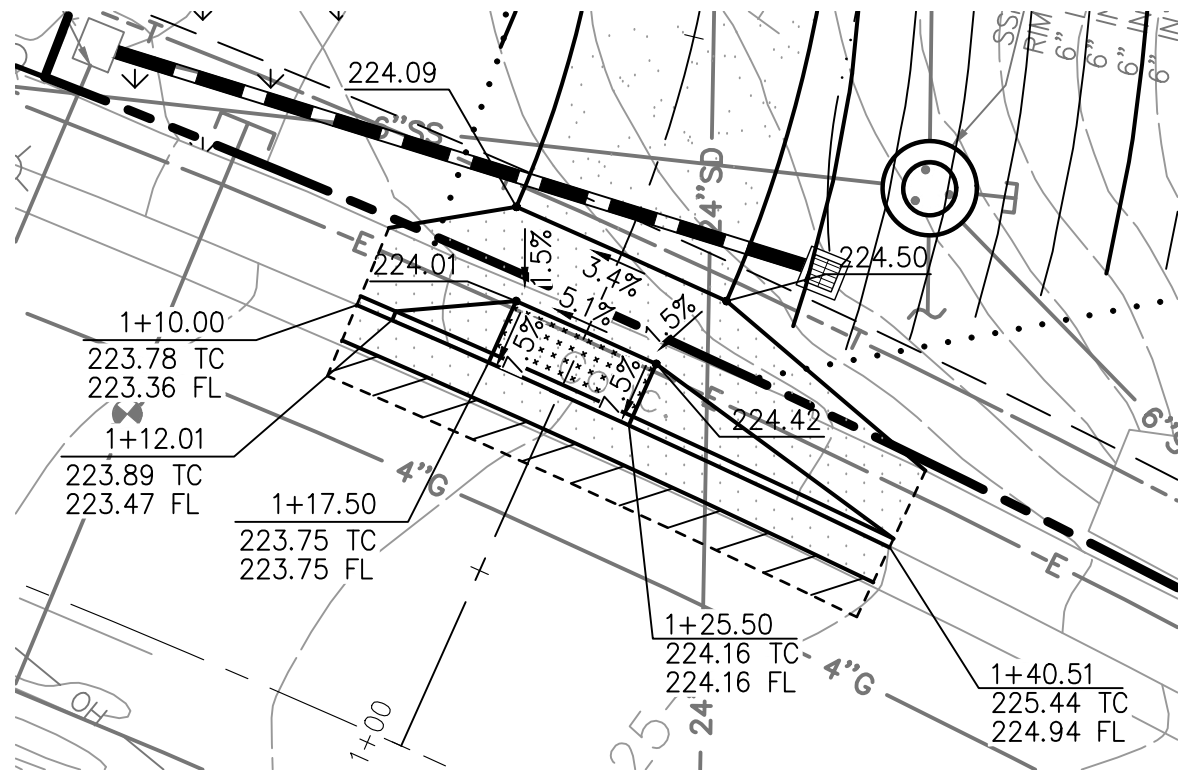
SIGNING AND STRIPING PLAN

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



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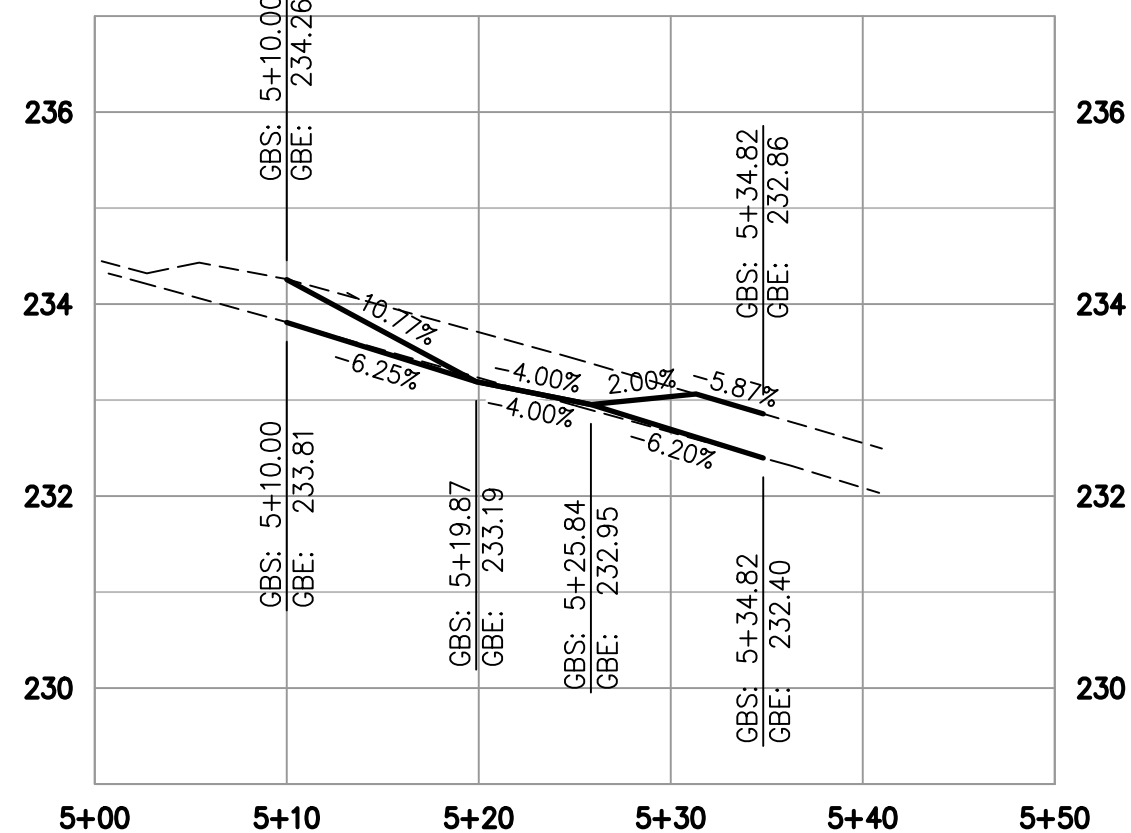
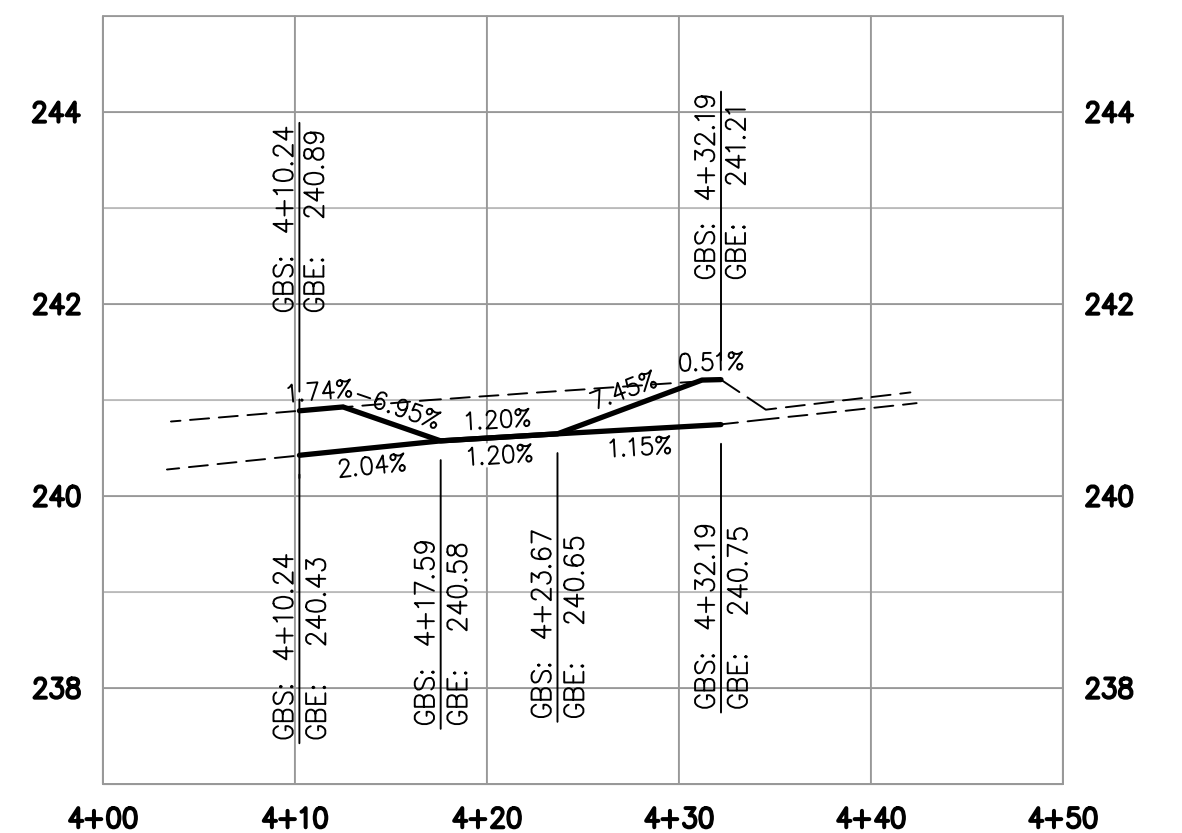
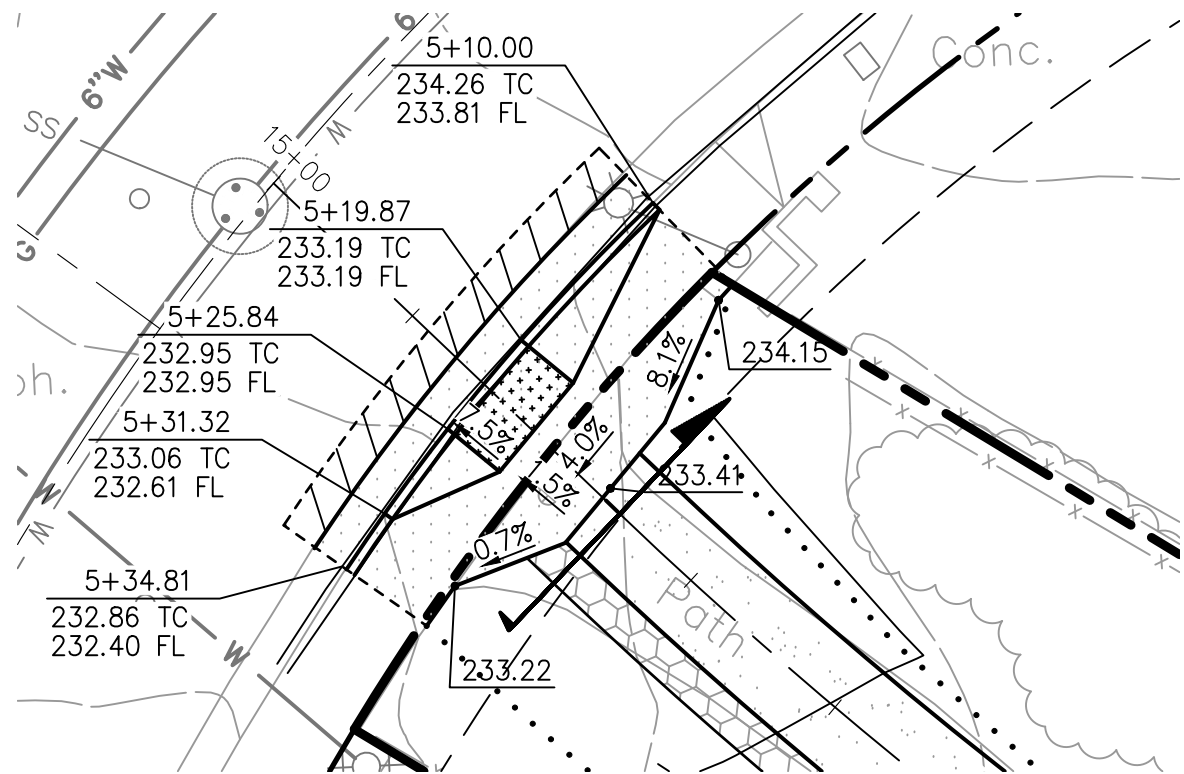
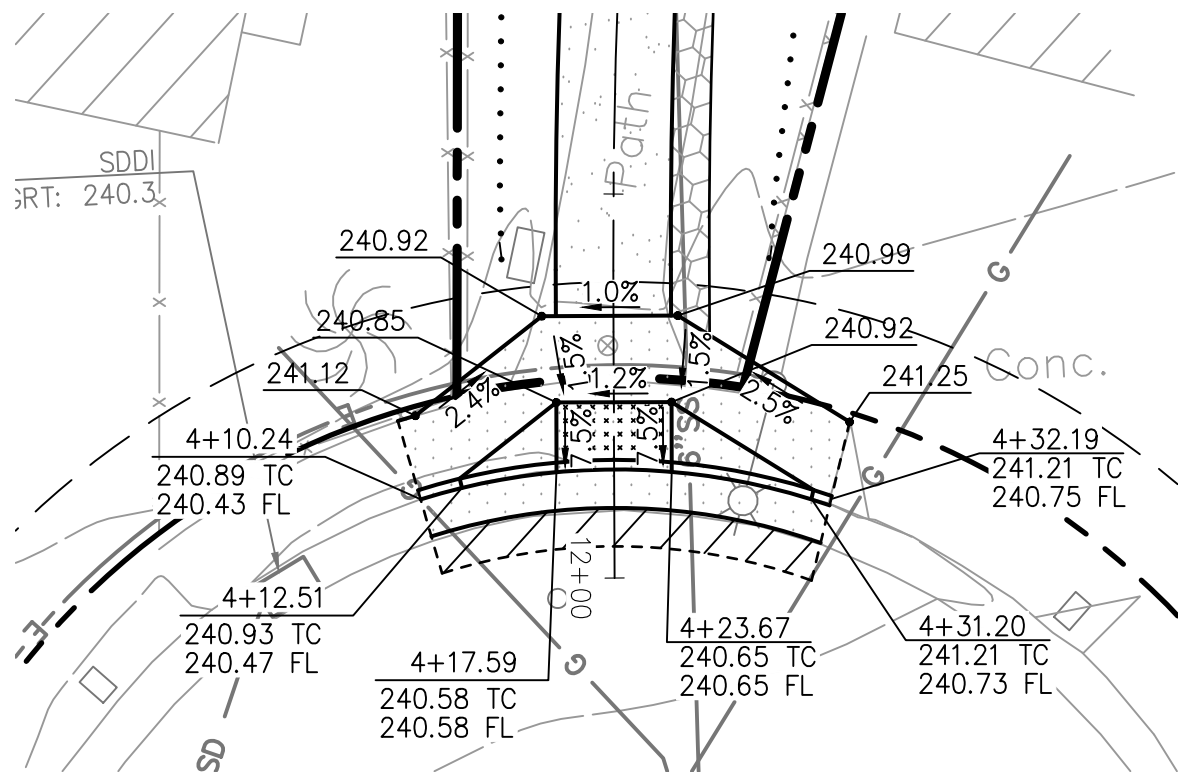
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	SHEET TITLE: ON-STREET ACCESSIBLE PARKING	PROJECT NO. 2071.32	
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	C2.8	
		DWG FILE NO. 2071.32	



SAN PABLO AVE

LINCOLN ST

LINDBERG CT



SERAPE CT (ADDITIVE ALTERNATE #1)

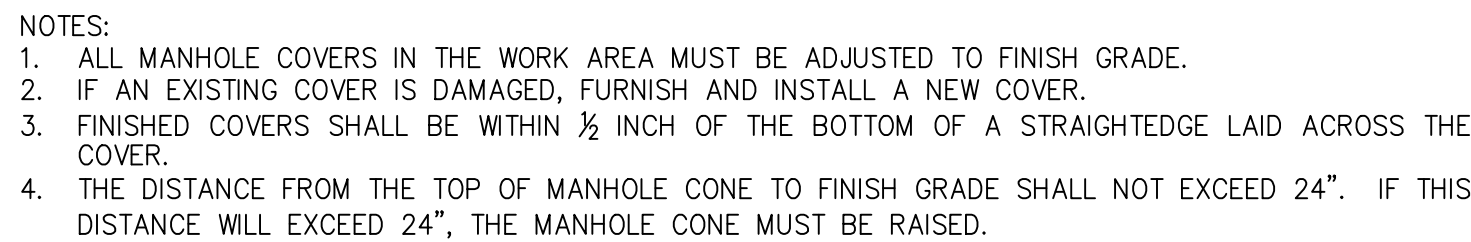
YERBA BUENA CT (ADDITIVE ALTERNATE #1)

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'

10 0 10 20
SCALE: 1" = 10'

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 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE: CURB RAMP DETAILED GRADING		PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		SHEET NO. C3.1
		DWG FILE NO. 2071.32	

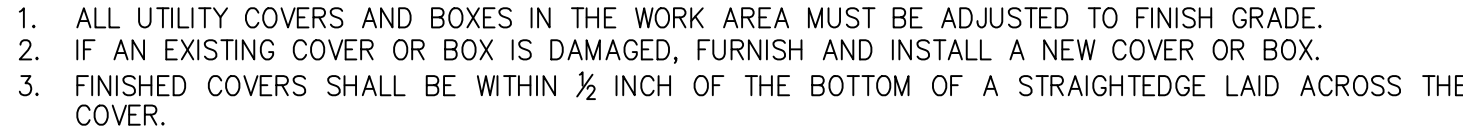


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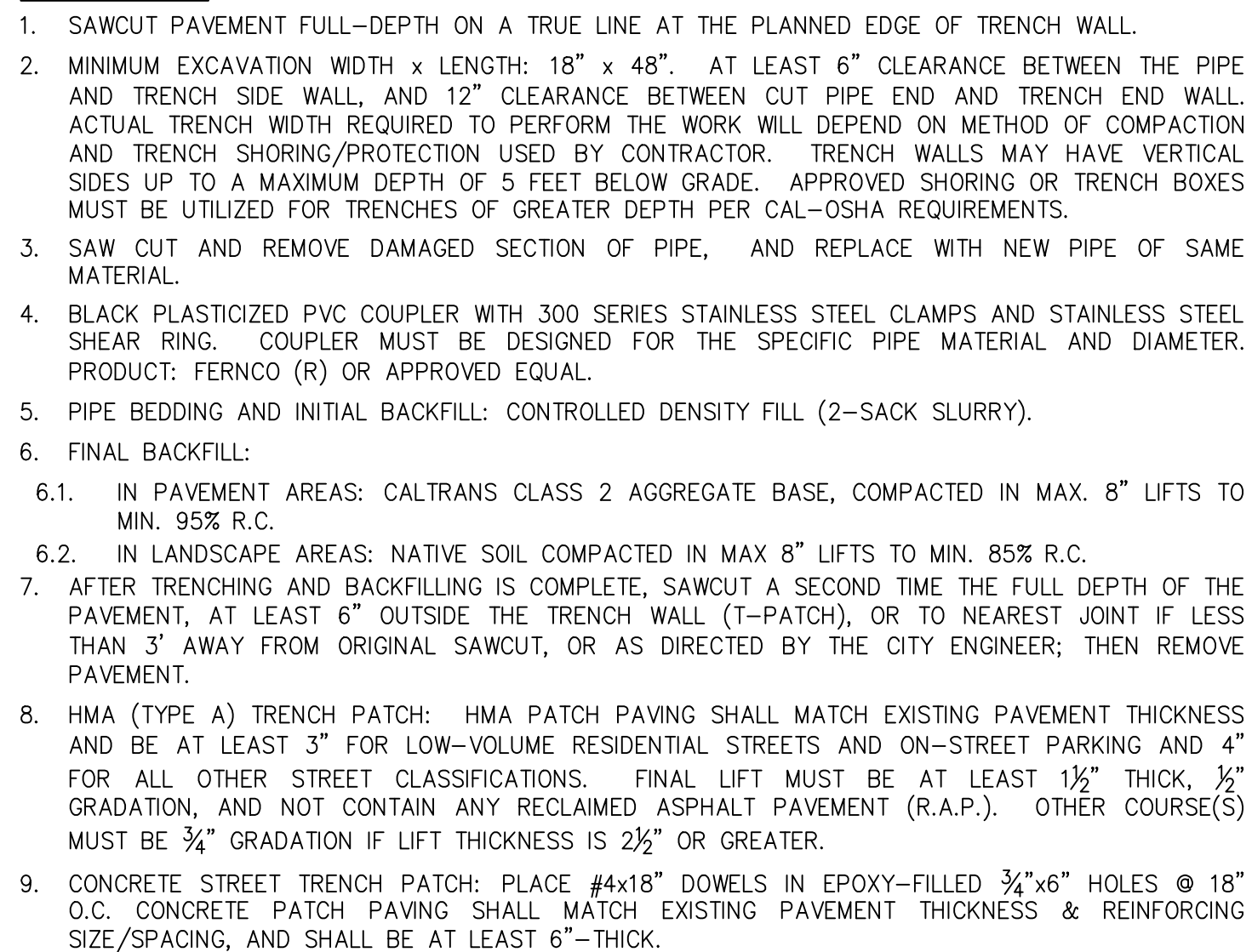
1. 8' AND 10'-WIDE PATHS: PROVIDE WEAKENED PLANE JOINT AT PATH CENTERLINE AND TRANSVERSE JOINTS AT 4' OR 5' INTERVALS TO CREATE SQUARE PANELS. PANELS IN NON-UNIFORM AREAS SHOULD AS CLOSE TO SQUARE AS POSSIBLE.
2. JOINTS SHOULD CORRESPOND TO ADJOINING JOINT LOCATIONS WHERE PRESENT.

SCALE: NONE

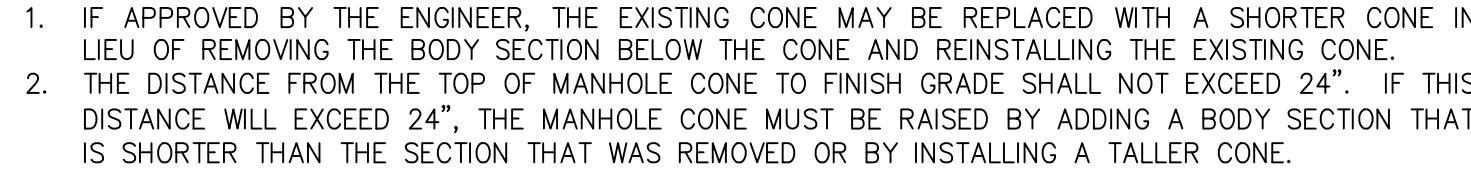


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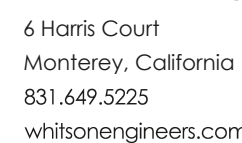
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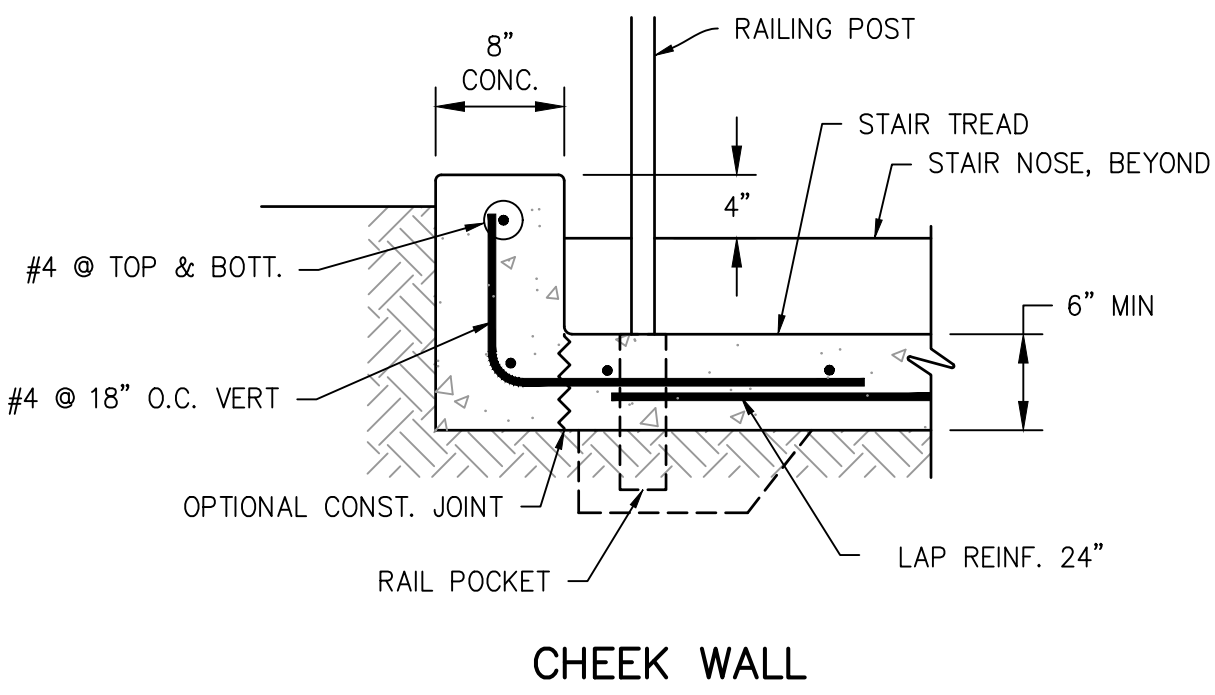
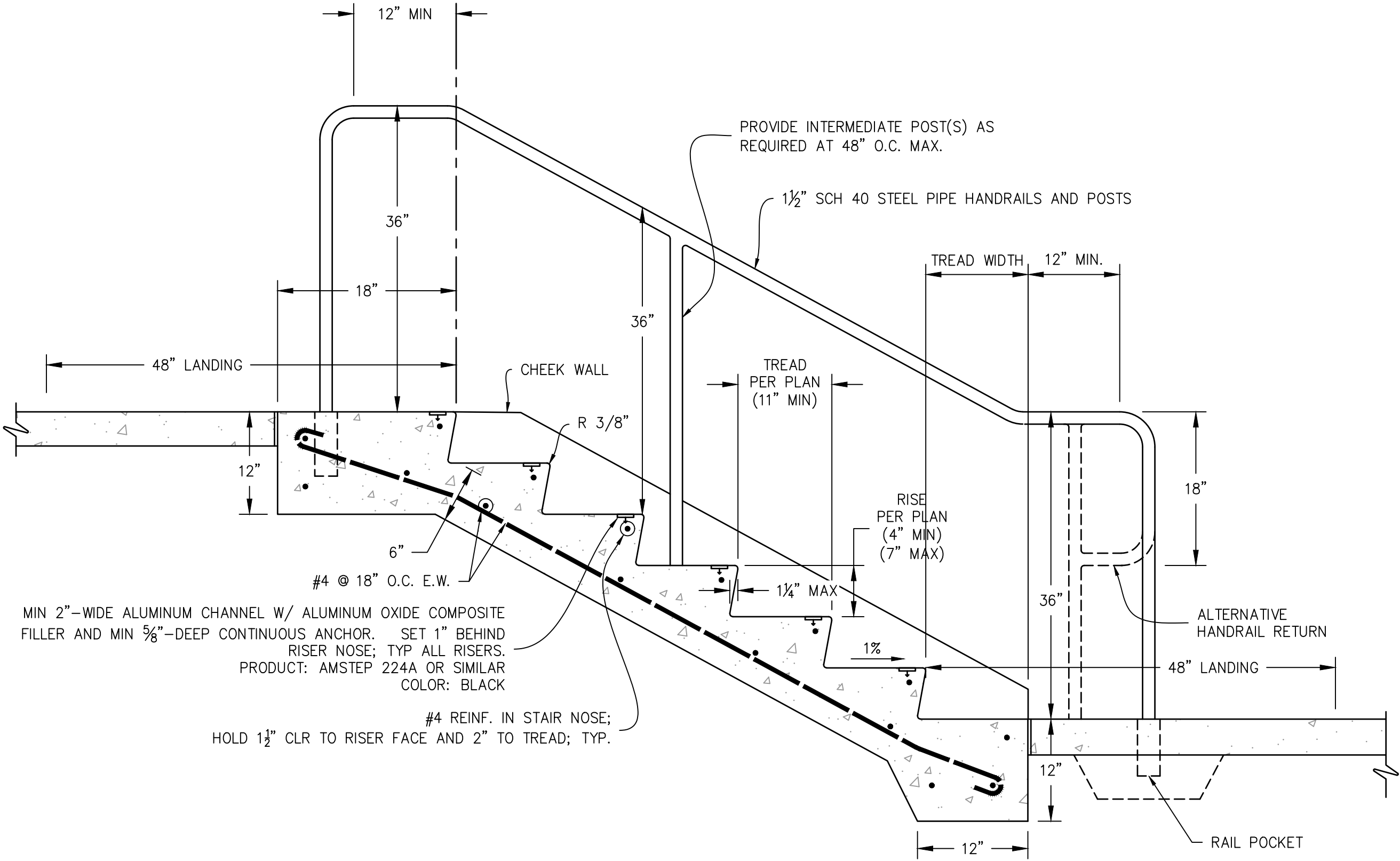
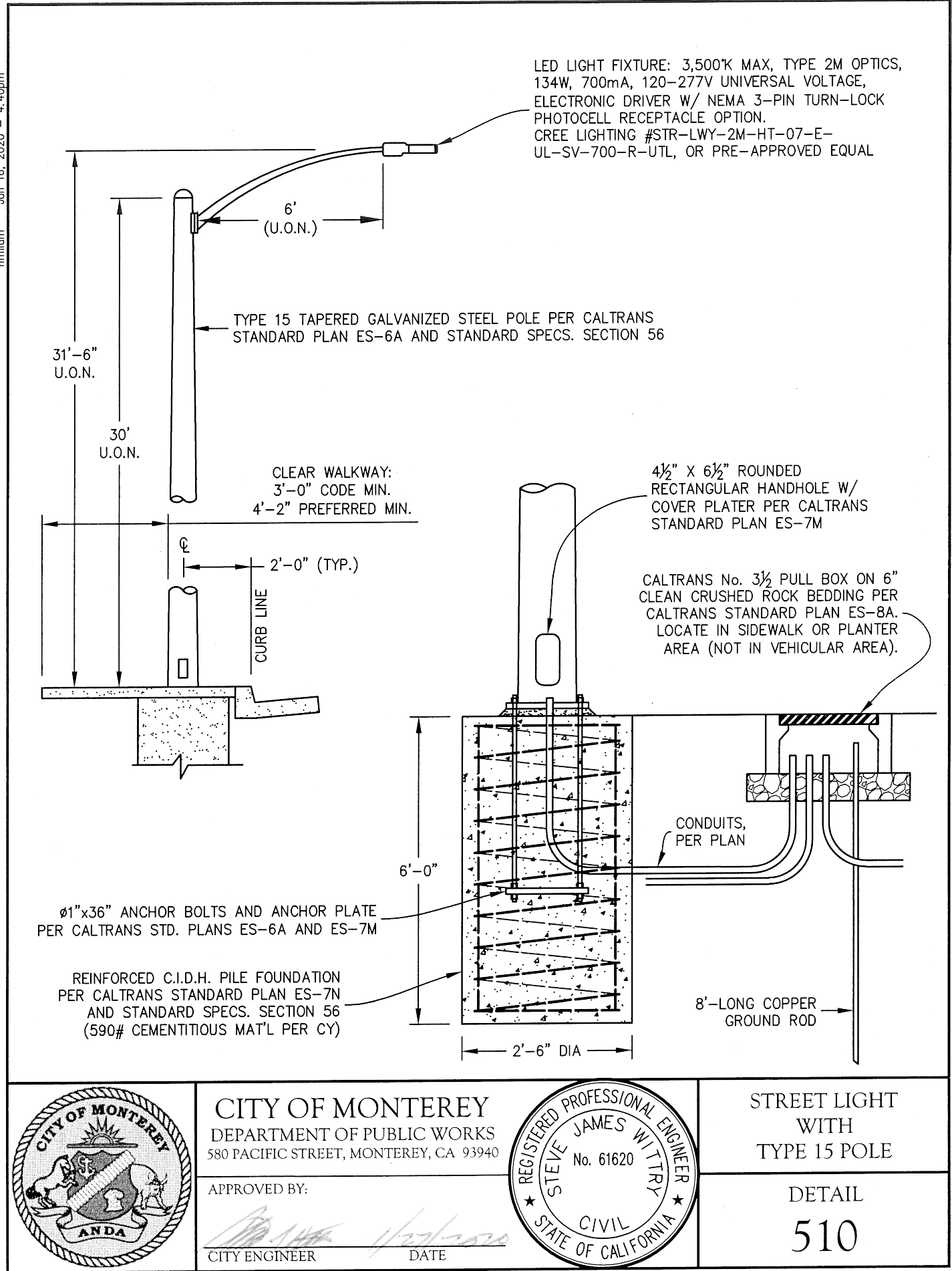


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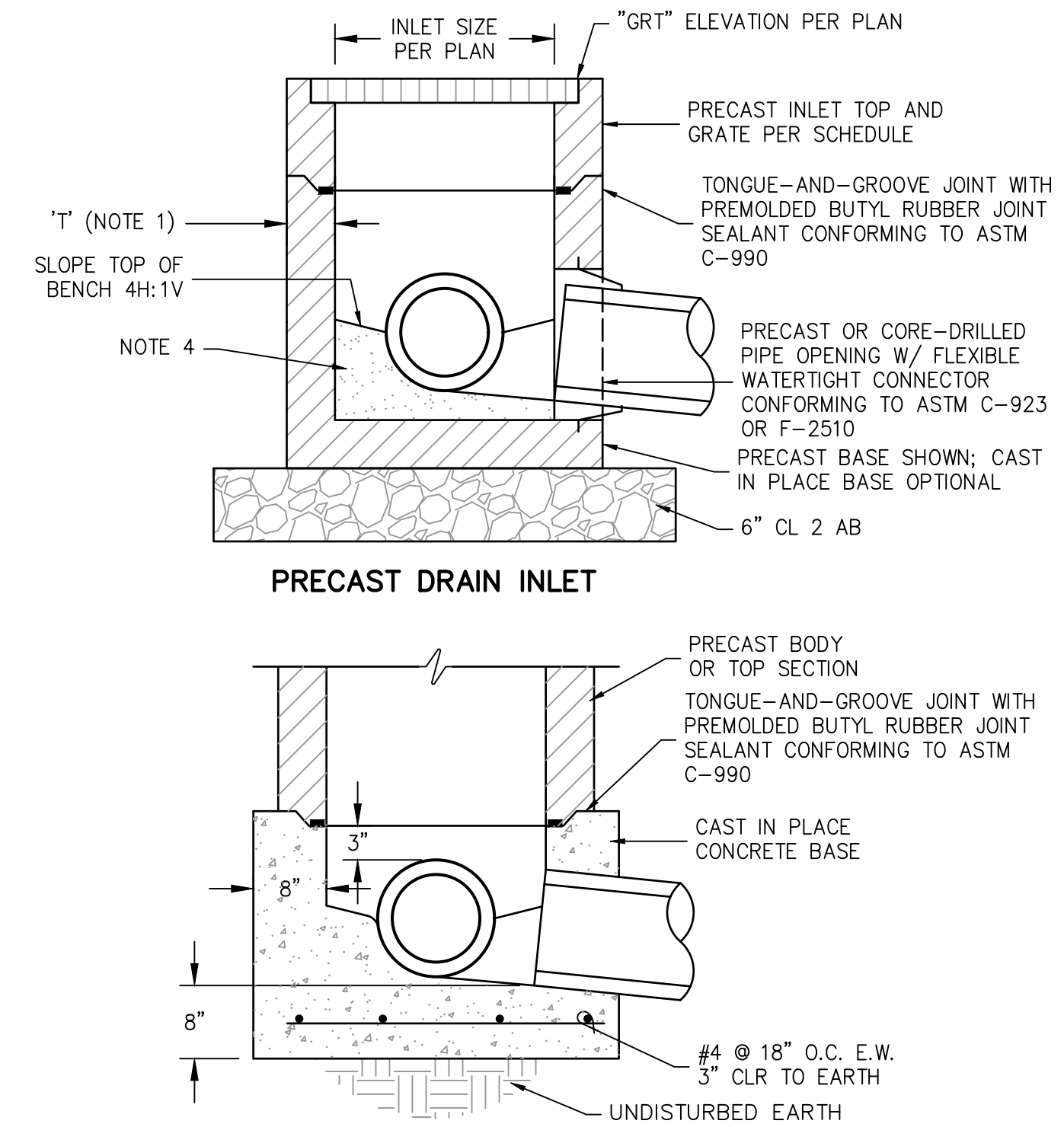
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Packet Page 90

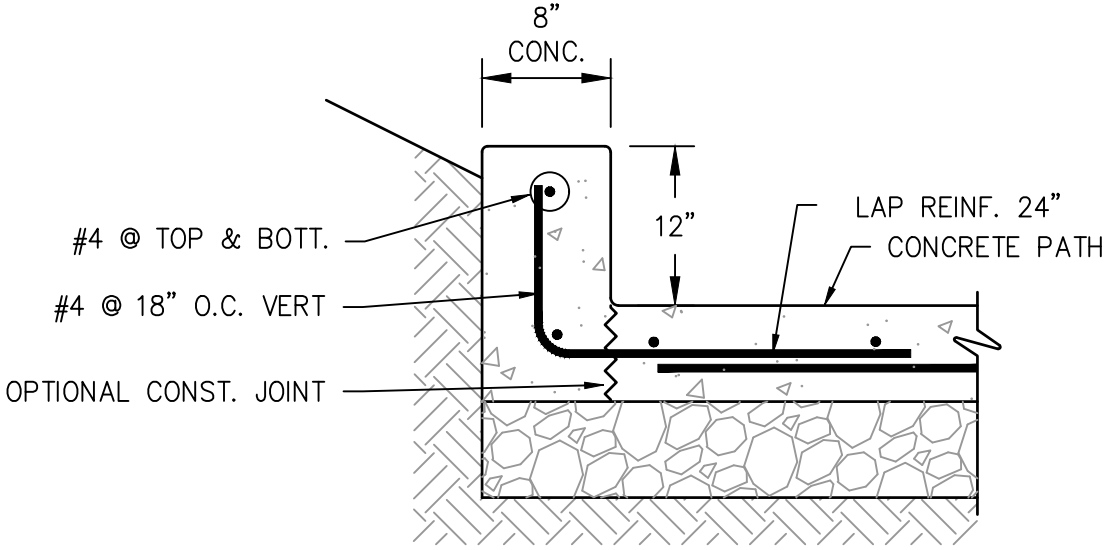


4 EXTERIOR STAIRS AND RAILINGS

SCALE: NONE



- NOTES:
- WALL 'T'=4" FOR 12" INLETS, T=5" FOR 15"-27" INLETS, AND T=6" FOR 30" AND LARGER INLET SIZES.
 - CAST IN PLACE CONCRETE AND PRECAST CONCRETE DRAIN INLETS SHALL CONFORM TO SECTION 51, "CONCRETE STRUCTURES", SECTION 52 "REINFORCEMENT", SECTION 70 "MISCELLANEOUS FACILITIES", SECTION 75 "MISCELLANEOUS METAL" OF THE STANDARD SPECIFICATIONS, AND THESE SPECIFICATIONS.
 - PRECAST MEMBERS SHALL CONFORM TO SECTION 70-1.02H, "PRECAST CONCRETE STRUCTURES", OF THE STANDARD SPECIFICATIONS, AND NEW STANDARD PLAN D73A.
 - THE FLOW LINE OF CONCRETE INLETS, 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. PRECAST INLET INVERT PAVING THICKNESS SHALL BE AT LEAST 3" BELOW THE BOTTOM OF THE LOWEST PIPE.
 - STRUCTURES SHALL BE H-20 LOAD RATED IF LOCATED IN VEHICULAR AREAS, AND PEDESTRIAN LOAD RATED OTHERWISE.
 - CAST-IN-PLACE CONCRETE MAY BE UTILIZED IN LIEU OF PRECAST UNIT BASE.
 - CAST-IN-PLACE CONCRETE MAY BE UTILIZED IN LIEU OF PRECAST BOX IF APPROVED BY THE ENGINEER. SUBMIT SHOP DRAWINGS.
 - ADA-COMPLIANT GRATES HAVE LESS THAN 1/2" CLEAR BETWEEN BARS, AND THE BARS SHALL BE ALIGNED PERPENDICULAR TO THE PEDESTRIAN PATH OF TRAVEL. ALL GRATES WITHIN PEDESTRIAN AREAS SHALL BE ADA-COMPLIANT.



3 12" RETAINING CURB

SCALE: NONE

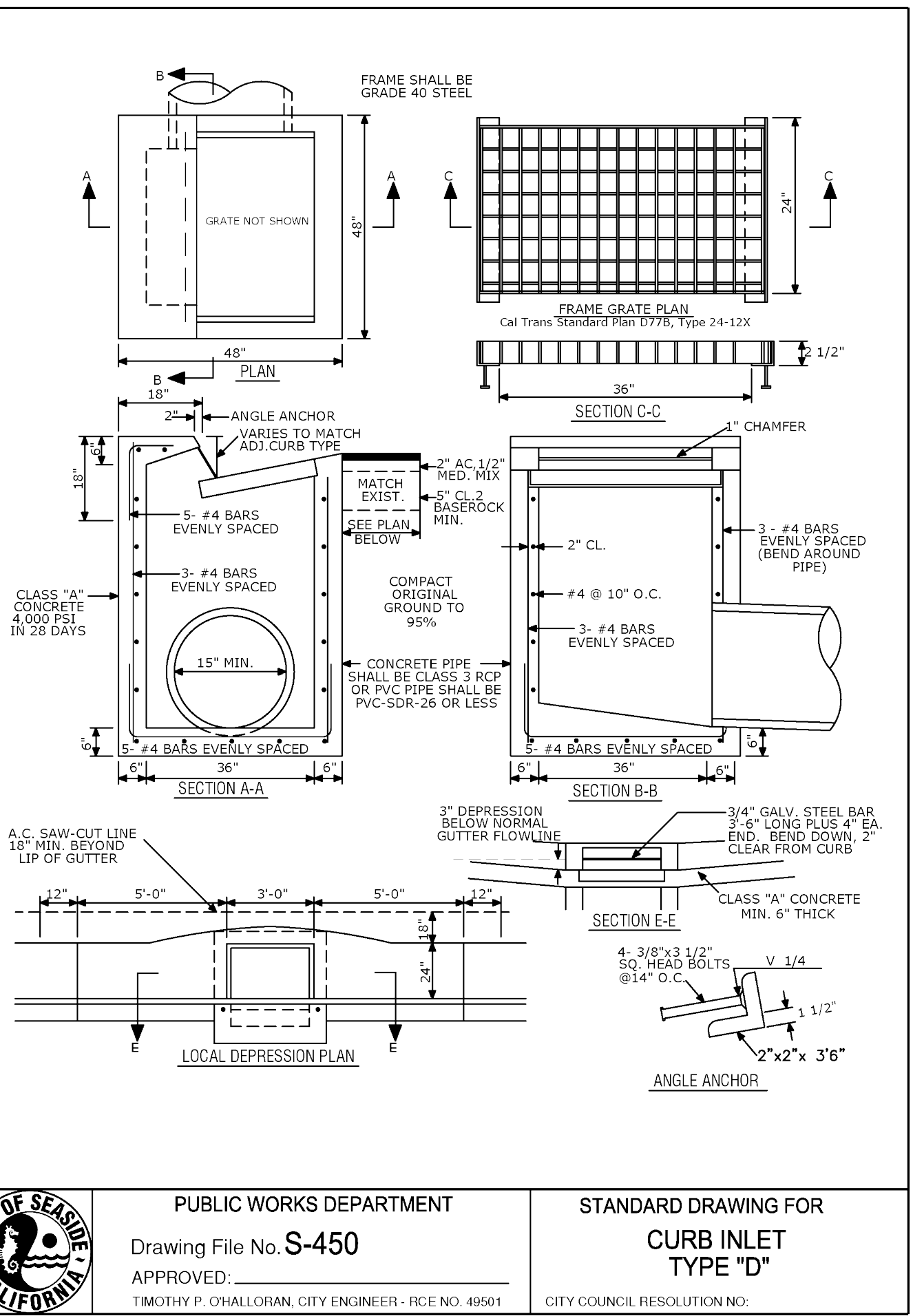
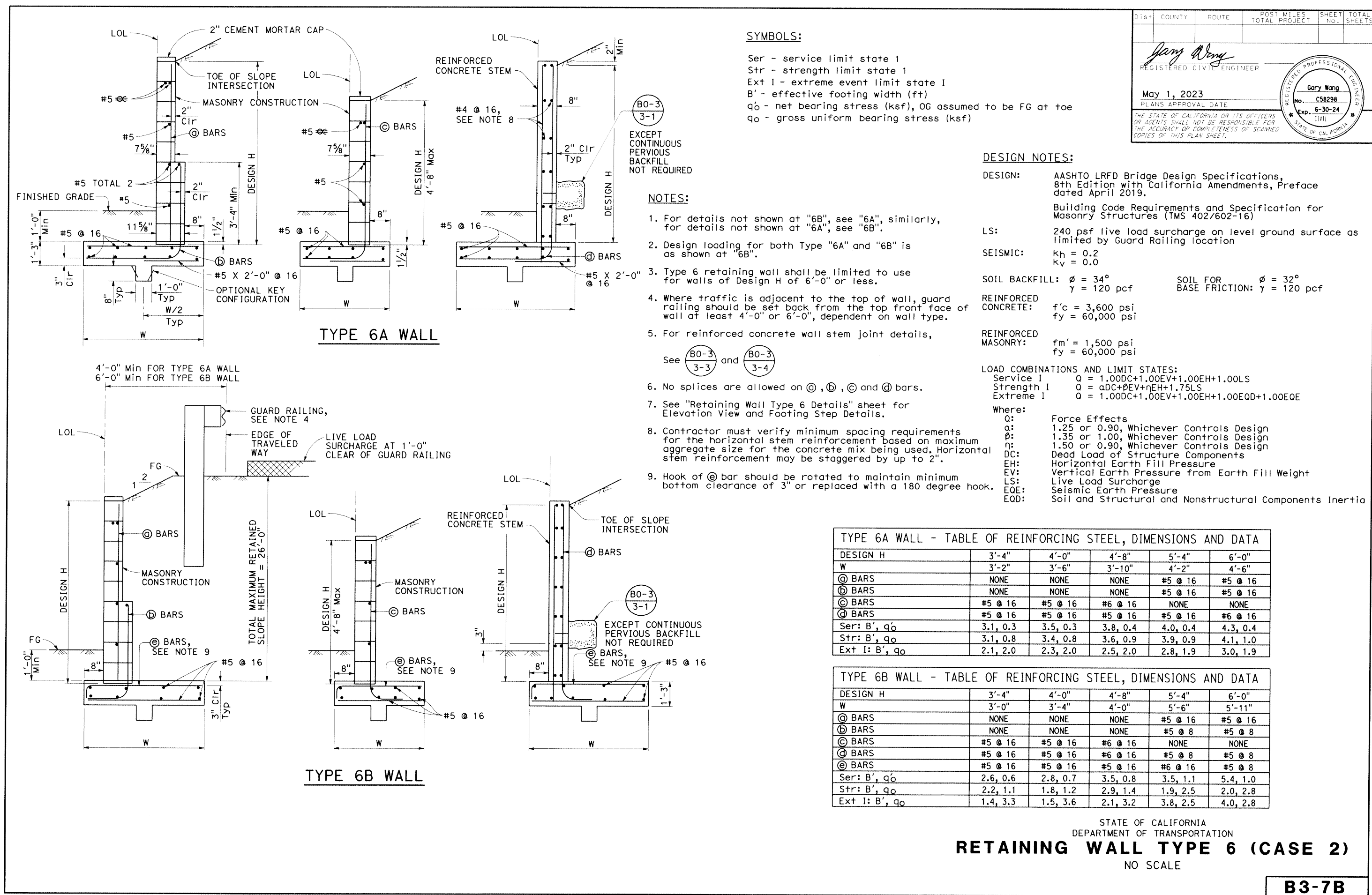
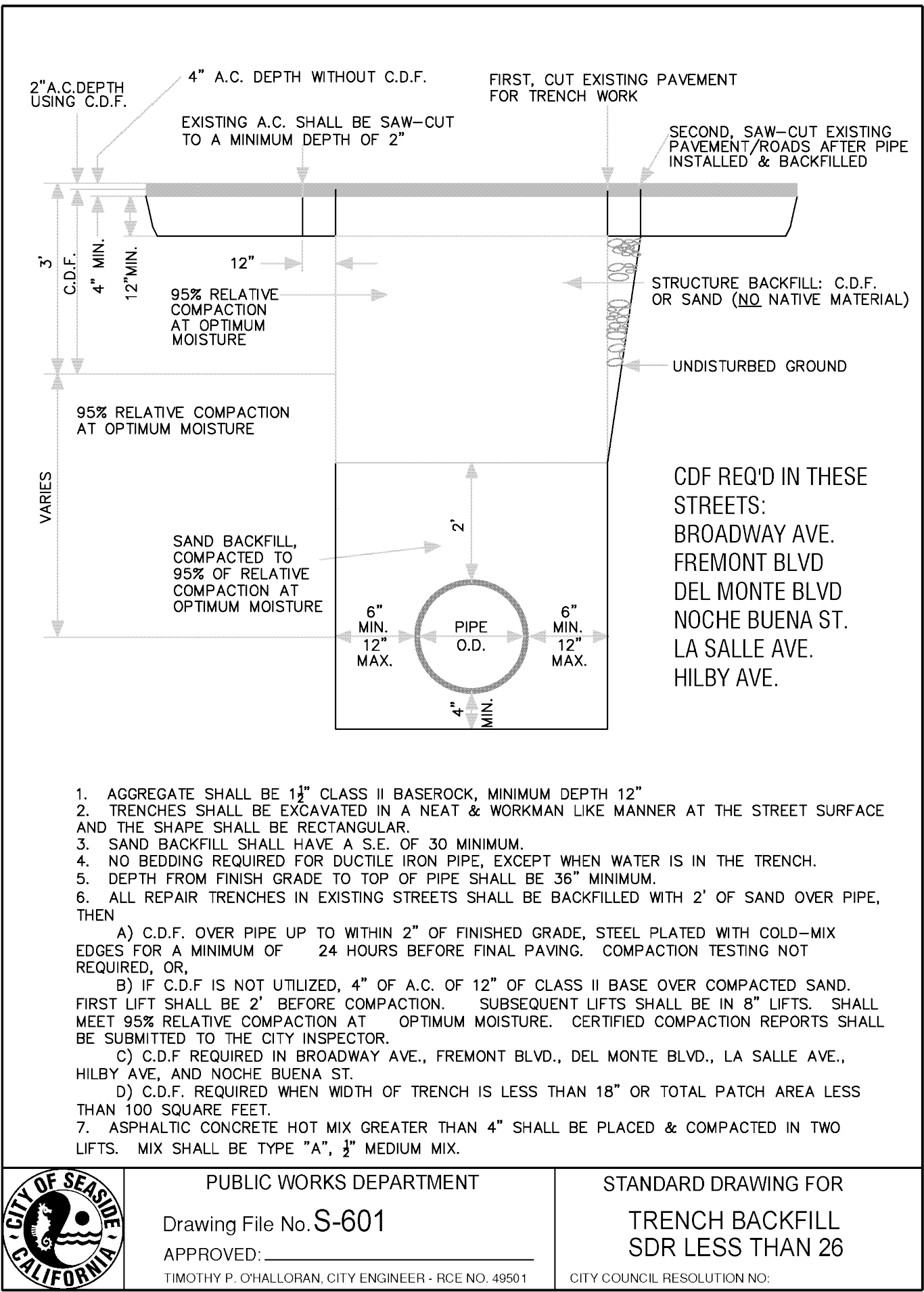
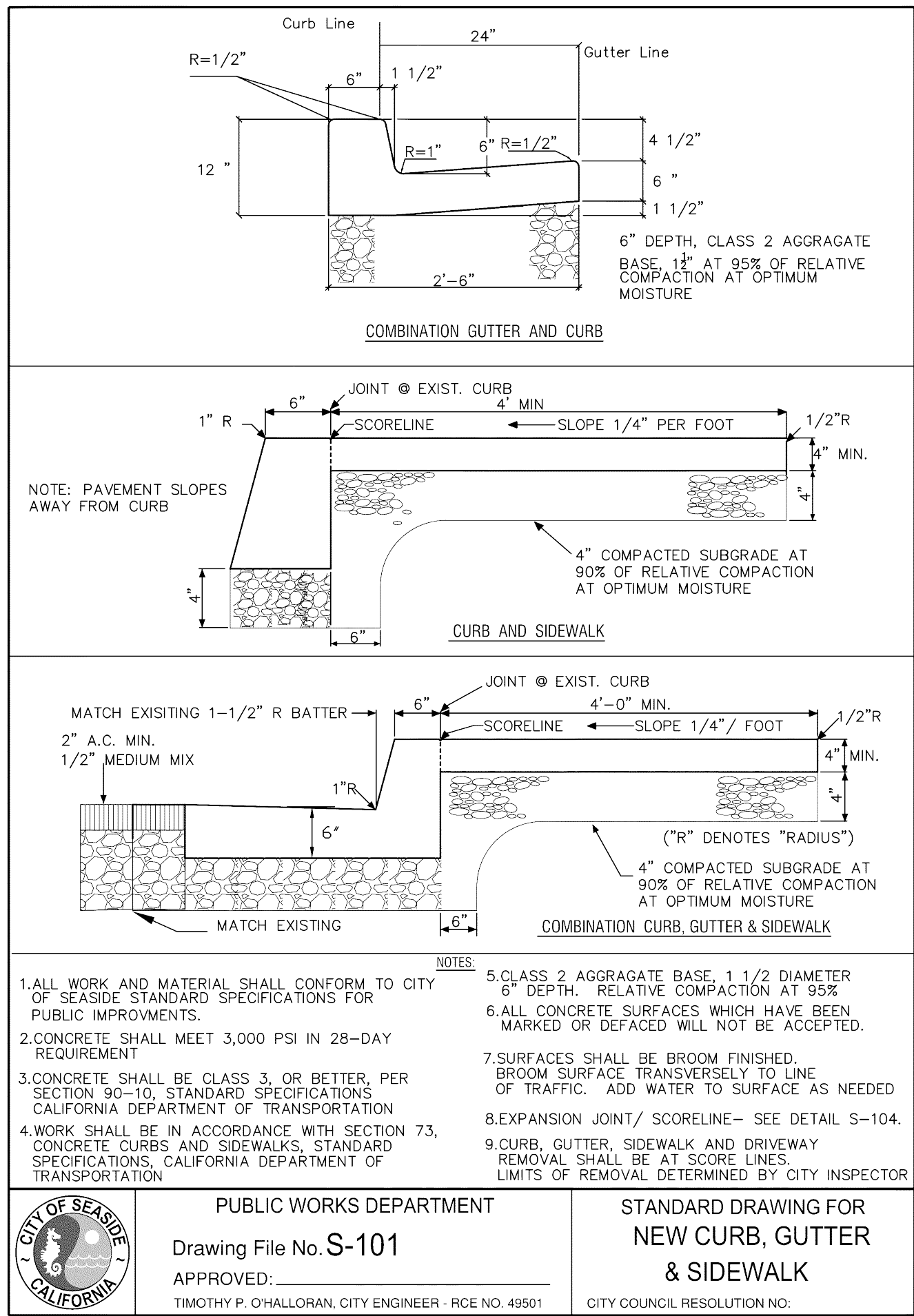
5 PRECAST CONCRETE DRAIN INLET

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. 2071.32
	PROJECT TITLE:	LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO.
	SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		DWG FILE NO. 2071.32
SCALE:	NONE		



DOCUMENT 00 0101

PROJECT MANUAL

for

LINCOLN CUNNINGHAM PARK
PHASE 1 – ARTERIAL TRAIL PROJECT

located at

LINCOLN CUNNINGHAM PARK, SAN PABLO AVENUE, SEASIDE, CA 93955

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Advertisement Date: June 13, 2024

Bid Date: July 10, 2024

DOCUMENT 00 0110

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00	2113	Instructions to Bidders
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Division	Section	Title
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32	9213	Hydroseeding
33	4000	Storm Drainage Utilities

APPENDICES

I. Geotechnical Report prepared by Earth Systems Pacific – February 21, 2024

END OF DOCUMENT

DOCUMENT 00 0115

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17.	CIVIL DETAILS	C4.2
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END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:00 pm on Thursday, July 10, 2024** for the following public work:

**LINCOLN CUNNINGHAM PARK
PHASE 1 – ARTERIAL TRAIL PROJECT
located at**

LINCOLN CUNNINGHAM PARK, SAN PABLO AVENUE, SEASIDE, CA 93955

- 1.02 Project Description:** This project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and erosion control seeding.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on **June 27, 2024 at 10:00 am** on site.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California **Class A General Engineering Contractor** license is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon the Total Bid (Base Bid plus Additive Alternate 1).
- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to

any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

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

END OF DOCUMENT

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

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

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Pre-Bid Conference and Site Visit

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

1.02 Required Pre-Bid Investigations

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

1.03 Registration

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

1.04 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing no later than the 5th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the 2th day preceding the date set for the receipt of Bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted to the City's website. It is the Contractors responsibility to check the City's website for Addendums. Owner may not answer questions received less than five Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.05 Addenda

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

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

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

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "**Bid for Construction – Lincoln Cunningham Park Phase 1 – Arterial Trail Project – <<Bidder Name>>**".

2.03 Required Contents of Bid Submittals

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names 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. 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. Any violation of these requirements may result in a Bid being deemed non-responsive and not being considered.
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

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

3.02 Evaluation of Bids

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

3.03 Reservation of Rights

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

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

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

4.02 Exclusive Remedy

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

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

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

5.02 Required Contract Documents and Proof of Insurance

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

5.03 Failure to Execute and Deliver Documents:

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

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

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

6.02 Conformed Project Manual:

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

6.03 Bonds:

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

6.04 Wage Rates:

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

6.05 Notice of Compliance Monitoring:

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

6.06 Withdrawal of Bids:

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

6.07 Ineligible Contractors and Subcontractors:

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

6.08 Substitutions:

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

6.09 Definitions:

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

END OF DOCUMENT

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

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

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

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

2.02 Underground Facilities:

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

2.03 Hazardous Materials Surveys:

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

2.04 Geotechnical Data:

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

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

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

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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

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

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

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	Earthwork	1	LS		
6	Remove Light Pole and Foundation	11	EA		
7	Remove Rock Wall and Foundation	326	LF		
8	Relocate Park Sign	1	EA		
9	Relocate Pet Waste Station	1	EA		
10	Relocate Street Light	1	EA		
11	Remove Storm Drain	16	LF		
12	Remove Storm Drain Inlet	1	EA		
13	Remove Storm Drain Inlet and Install 2 LF of 24" RCP	1	LS		
14	Break-In Connection to Existing Structure	3	EA		
15	Replace 10 LF Sanitary Sewer Main	1	LS		
16	Remove Asphalt Concrete Pavement (Path)	12,000	SF		
17	Remove Asphalt Concrete Pavement and Base Rock (Path)	5,500	SF		
18	Remove Asphalt Concrete Pavement (Street)	140	SF		
19	Remove Concrete Curb, Gutter and Sidewalk (Street)	440	SF		
20	Adjust Manhole Cover to Grade	3	EA		
21	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA		
22	Type 'D' Storm Drain Inlet	1	EA		
23	18"x18" Flat Grate Storm Drain Inlet	2	EA		

24	8" Storm Drain (Class 3 RCP)	120	LF		
25	8" Storm Drain (Plastic Pipe)	80	LF		
26	Class 2 Aggregate Base	305	CY		
27	Class 2 Aggregate Base (Tan/Gold Path Surfacing)	60	CY		
28	Hot Mix Asphalt (Type A) (Street)	140	SF		
29	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	650	SF		
30	Detectable Warning Surface	66	SF		
31	Concrete Vehicular Pavement (Path)	11,700	SF		
32	Concrete Stairs, Handrails and Cheek Walls	1	LS		
33	Cast-In-Place Concrete Wall (H=4'-8" Maximum)	1,100	SF		
34	12" Retaining Curb	334	LF		
35	Soil Preparation	35,000	SF		
36	Hydroseed	35,000	SF		
37	Plant Establishment Period (60 Days)	1	LS		
38	Record Drawings	1	LS		
TOTAL BASE BID:					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS)					

ADDITIVE ALTERNATE 1 BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
39	Construction Staking	1	LS		
40	Earthwork	1	LS		
41	Remove Asphalt Concrete Pavement (Street)	310	SF		
42	Remove Concrete Curb, Gutter and Sidewalk (Street)	570	SF		
43	Remove Bollard and Foundation	1	EA		

44	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA		
45	Class 2 Aggregate Base	110	CY		
46	Hot Mix Asphalt (Type A)	190	SF		
47	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	1,000	SF		
48	Detectable Warning Surface	62	SF		
49	Concrete Vehicular Pavement (Path)	2,300	SF		
50	Stabilized D.G. Paving	720	SF		
51	Roadside Sign	1	EA		
52	Pavement Markings (2-Coat Paint)	1	LS		
TOTAL ADDITIVE ALTERNATE 1 BID:					
The TOTAL ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:					

_____and_____/100 DOLLARS)					

TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID (in figures):	
The TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:	

_____and_____/100 DOLLARS)	

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113

(Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

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

NAME OF BIDDER: _____

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

number: _____ Expiration: _____.

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

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

(Signature of Bidder)

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

Business Address: _____

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____,
(Name of Contractor)

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

WHEREAS, the said Principal is submitting a Bid for _____ located at _____ in Seaside, California 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

SIGNATURE

DATE

SAFETY EXPERIENCE

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

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

Attach a resume or outline of this individual's safety and health qualifications and experience.

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

BIDDER:

By: _____
Signature / Name

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

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

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

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

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DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. The prime contractor must possess either a “Class A – General Engineering” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least two (2) public works projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past five years, completed one (1) demolition project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder's Bid.
- D. Bidder must demonstrate experienced installer certified by the manufacturer of the playground equipment to perform this work of this section.

1.02 Measurement.

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

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

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

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.
- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that

the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

2.03 Format.

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

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

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

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

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

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

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

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

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

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

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

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

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

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

SIGNATURE

TITLE

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)
of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

(Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

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

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

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

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

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

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: City of Seaside

Lincoln Cunningham Park Phase 1 – Arterial Trail Project

located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, California,
93955.

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

1. A copy of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **10th Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner a fully executed Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 2 copies of the Project Manual (including Specifications and Drawings) and 2 sets of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through **Nisha Patel, Public Works Director/ City Engineer, (831) 899-6884**. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to **Public Works Director/ City Engineer, (831) 899-6884**.

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

OWNER

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

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

NO. _____

ADOPTED: _____

ACCEPTANCE OF NOTICE OF AWARD

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

Signature

This day of _____, 2024

BY: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

CONTRACT NUMBER XX-XX

Lincoln Cunningham Park Phase 1 – Arterial Trail Project
located at
Lincoln Cunningham Park, San Pablo Avenue, 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 120 Working Days from the Commencement Date and 20 Working Days following substantial completion to achieve Final Completion.
- B. Landscape Maintenance Period work shall be completed prior to the end of the Landscape Maintenance Period work.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. **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 **One Thousand Dollars (\$1,000.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.
- C. The Contractor shall pay to the Owner a sum of **Two Hundred Dollars (\$200.00)** per day, for each and every calendar day's delay for Contractor to complete landscape maintenance work in excess of the number of landscape maintenance days prescribed in Section 32 01 90 Landscape Maintenance 1.03 A. Maintenance Period

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 Project Plans and Specifications, Standard Plans, and Standard Specifications, including all changes, Addenda, and Modifications thereto.
- 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: _____
Nicholas Borges
Acting City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 202__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: **Lincoln Cunningham Park Phase 1 – Arterial Trail Project
located Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955**

CONTRACT NO: <<XX>>

You are notified that the Contract Time under the above Contract will commence to run on _____ [202__]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [202__] and _____, [202__], respectively. Landscape Maintenance Period work shall be completed prior to the end of the Landscape Maintenance Period.

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

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. [Other]

OWNER

By: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

Project includes preserving the existing stone seat wall, and installing new play equipment, surfacing, accessible ramp and concrete curb.

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

1.03 NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>> as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and

to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 202____.

CONTRACTOR AS PRINCIPAL

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

SURETY

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

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, City of Seaside ("Owner") has awarded to <<(Name of Contractor)>> _____ as Principal, Contract Number _____ dated the _____ day of _____, 20____ (the "Contract"), titled _____ in the amount of \$_____, which Contract is by this reference made a part hereof, for the work of the following Contract:
- Project includes preserving the existing stone seat wall, and installing new play equipment, surfacing, accessible ramp and concrete curb.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- 1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

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

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

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

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 158.47 entered into between Owner and Contractor for **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955, in the amount of \$ _____ dated _____, 202__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

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

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

ON BEHALF OF OWNER:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

OWNER

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

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

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT:	Contractor:
Owner Project No:	

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

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

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

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

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

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

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

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

END OF DOCUMENT

DOCUMENT 00 6530

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

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

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, 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)

By: _____
(Signature)

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

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, 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 7200

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DOCUMENT 00 7200

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

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

1.02 Order Of Precedence Of Documents

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

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

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

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

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

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

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

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

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

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

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

3.02 Subcontracts

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

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

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

4.02 Checking Of Drawings And Specifications

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

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

4.03 Interpretation Of Drawings And Specifications

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

4.04 Use Of Drawings And Specifications.

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

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

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

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

5.02 Commencement Date Of Contract Time

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

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents Or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors' Employees

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

6.05 Contractor's Use Of The Site

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

6.06 Contractor's Site Office

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

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

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

7.02 Owner's Observation Of The Work

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

7.03 Architect/Engineer's Observation Of Work

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

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

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

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

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

7.05 Owner's Right Of Access To The Work

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

7.06 Owner's Right Of Separate Construction

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

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

8.01 Contractor To Supervise The Work

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

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

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

8.02 Contractor To Maintain Cost Data

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

8.03 Contractor To Supply Sufficient Workers And Materials

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

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

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

8.04 Contractor To Maintain Project Record Documents

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

8.05 Contractor To Not Disrupt Owner Operation

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

8.06 Contractor To Provide Temporary Facilities And Controls

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

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where

specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- F. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper

amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

- B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

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

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

9.06 Proof Of Compliance Of Contract Provisions

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

9.07 Correction Period And Project Warranty Period:

- A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
- D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner ("**Changes**");
 - 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force

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

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

11.03 Notice Of Delay

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

11.04 Compensable Time Extensions

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

11.05 Non-Compensable Time Extensions

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

11.06 Adverse Weather

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

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

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

11.07 Liquidated Damages

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

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

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

12.02 Form And Contents Of Claim

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

12.03 Administration During/After Claim Submission

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

12.04 Compliance

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

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

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

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

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

13.02 Contractor To Protect Underground Facilities.

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

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

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

13.03 Concealed Or Unknown Conditions

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

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

13.04 Notice Of Hazardous Waste Or Materials Conditions

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

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

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

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

14.02 Permits And Taxes

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

14.03 Communications And Information Distribution

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

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

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

14.04 Suspension Of Work

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

14.05 Termination Of Contract For Cause

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

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

14.06 Termination Of Contract For Convenience

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

14.07 Contingent Assignment Of Subcontracts

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

14.08 Remedies And Contract Integration

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

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

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

14.09 Interpretation.

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

14.10 Patents

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

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers

“equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true “or equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

- A. Owner, and each of its officers, board members, employees, consultants and agents including, but not limited to, project manager and each other owner representative, shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements

specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in

response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Registration

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

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the

locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 - 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
 - 3. Contractor at Owner's request shall, also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.09 Compliance Monitoring By Department of Industrial Relations

- A. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15.010 Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.011 Shoring Safety Plan

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

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$2,000,000]** each occurrence, **[\$4,000,000]** general aggregate limit, and **[\$4,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000.00]**. Each loss shall be borne by Contractor.
 - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
- 1.02** All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of **A-, VII** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 1.03** Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:
- A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
 - C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
- 1.04** Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing

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

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

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

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

Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

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

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

**Lincoln Cunningham Park Phase 1 – Arterial Trail Project
located at
Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**

Addendum No. 2, issued on **[date]**

[continue as appropriate]

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

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Items
3. Time of Completion / Liquidated Damages
4. Work Sequence
5. Work Days and Hours
6. Shutdown for Discovery of Cultural Resources
7. Partial Occupancy/Utilization Requirements
8. Contractor Use of Site
9. Project Site Maintenance
10. Construction Staking and Monument Protection
11. Protection of Existing Structures and Underground Facilities
12. Actual Damages for Permit Violations
13. Protection of Existing Trees During Construction
14. Construction Water
15. Work Performed by the Owner
16. Conditions of Use
17. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

- A. This project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and erosion control seeding.
- 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 ITEMS

Bid Item 1 – Mobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

Bid Item 2 – 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, implementation of temporary water pollution controls. This work includes installing Best Management Practices (BMPs), proper maintenance and inspection of BMPs, removal of BMPs, and clean up and proper disposal of 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 – Earthwork

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

Bid Item 6 – Remove Light Pole and Foundation

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of light fixture, pole, foundation, pull box(es) and conduit(s).

Bid Item 7 – Remove Rock Wall and Foundation

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, sawcutting, demolishing and disposing of landscape wall and foundation, and backfilling the resulting void with engineered fill.

Bid Item 8 – Relocate Park Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to loading, salvaging, storing, and reinstalling the existing park sign on new posts and with new concrete footings, at the location indicated by the City.

Bid Item 9 – Relocate Pet Waste Station

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to loading, salvaging, storing, and reinstalling an existing pet waste station on a new post and with new concrete footing, at the location indicated by the City.

Bid Item 10 – Relocate Street Light

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of street light fixture, arm, pole, foundation, and reinstalling the light fixture, arm, and pole on a new foundation; relocating the street light pull box and conduits as required; furnishing and installing new electrical conductors as required; and system startup and testing.

Bid Item 11 – Remove Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, demolishing and disposing of storm drain as shown on the Plans, and patching of connecting structures and storm drains to remain, as required.

Bid Item 12 – Remove Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, demolishing and disposing of storm drain inlet as shown on the Plans.

Bid Item 13 – Remove Storm Drain Inlet and Install 2 LF of 24" RCP

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, demolishing and disposing of the storm drain inlet shown on the Plans, and reconnecting the storm drain by installing approximately 2 linear feet of 24"-diameter reinforced concrete pipe, and connecting the pipe using cast-in-place concrete collars.

Bid Item 14 – Break-In Connection to Existing Structure

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, constructing a break-in connection to an existing concrete storm drainage or sanitary sewer structure, as shown on the Plans.

Bid Item 15 – Replace 10 LF Sanitary Sewer Main

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, developing and obtaining approval of, and implementing a bypass pumping plan; locating, sawcutting and removing approximately 10 linear feet of sanitary sewer main; and installing new sewer main, of the same type and diameter as the existing, as shown on the plans.

Bid Item 16 – Remove Asphalt Concrete Pavement (Path)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed. Removed base rock may be incorporated into the work as Engineered Fill if approved by the Geotechnical Engineer.

Bid Item 17 – Remove Asphalt Concrete Pavement and Base Rock (Path)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete and base rock to subgrade. Removed base rock may be incorporated into the work as Engineered Fill if approved by the Geotechnical Engineer.

Bid Item 18 – Remove Asphalt Concrete Pavement (Street)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed.

Bid Item 19 – Remove Concrete Curb, Gutter and Sidewalk (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis based on the areas shown on the Plans. The work shall include, but not be limited to, sawcutting, demolishing and disposing of concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 20 – Adjust Manhole Cover to Grade

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 adjustment to grade of storm drain manholes covers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal and reinstalling the grade adjustment rings, frame and cover, and constructing a concrete collar, at final grade after grading and/or paving operations.

Bid Item 21 – Reconstruct Drain Inlet Top to Caltrans Type G3

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of concrete drain inlet top including miscellaneous metal, and reconstructing the inlet top to Caltrans Type G3.

Bid Item 22 – Type 'D' Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, construction of City Type 'D' Storm Drain Inlet, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 23 – 18"x18" Flat Grate Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, construction of 18"x18" Flat Grate Storm Drain Inlet, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 24 – 8" Storm Drain (Class 3 RCP)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. 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" reinforced concrete storm drain pipe (Class 3); 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.

Bid Item 25 – 8" Storm Drain (Plastic Pipe)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. 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" plastic storm drain pipe (HDPE Type 'S' pipe or PVC SDR 35); 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.

Bid Item 26 – Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 27 – Class 2 Aggregate Base (Tan/Gold Path Surfacing)

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 28 – Hot Mix Asphalt (Type A) (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 29 – Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)

Measurement and payment for this item shall be on a per square foot (SF) basis in the horizontal plane. The work shall include, but not be limited to, constructing heavy duty concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 30 – 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 Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty).

Bid Item 31 – Concrete Vehicular Pavement (Path)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, constructing concrete vehicular pavement (path).

Bid Item 32 – Concrete Stairs, Handrails and Cheek Walls

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, constructing concrete stairs, handrails and cheek walls, complete in place, as shown on the Plans.

Bid Item 33 – Cast-In-Place Concrete Wall (H=4'-8" Maximum)

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

Bid Item 34 – 12" 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, constructing concrete retaining curb.

Bid Item 35 – Soil Preparation

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for preparing soil for hydroseed, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 36 – Hydroseed

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for hydroseeding disturbed soil areas as directed by the Engineer.

Bid Item 37 – Plant Establishment Period (60 Days)

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 for maintaining the project's landscaping for a period of 60 days, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 38 – 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, preparation of record (as-built) drawings.

ADDITIVE BID ALTERNATE 1 BID ITEMS**Bid Item 39 – 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 Additive Bid Alternate 1 bid scope. 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 40 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to perform earthwork and transport materials for the Additive Alternate 1 bid scope, including but not limited to, excavation and embankment, and import or export of material necessary for performance of the work as specified in these specifications and as directed by the Engineer.

Bid Item 41 – Remove Asphalt Concrete Pavement (Street)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed.

Bid Item 42 – Remove Concrete Curb, Gutter and Sidewalk (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis based on the areas shown on the Plans. The work shall include, but not be limited to, sawcutting, demolishing and disposing of concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 43 – Remove Bollard and Foundation

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of bollard and foundation.

Bid Item 44 – Reconstruct Drain Inlet Top to Caltrans Type G3

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of concrete drain inlet top including miscellaneous metal, and reconstructing the inlet top to Caltrans Type G3.

Bid Item 45 – Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 46 – Hot Mix Asphalt (Type A)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 47 – Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)

Measurement and payment for this item shall be on a per square foot (SF) basis in the horizontal plane. The work shall include, but not be limited to, constructing heavy duty concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 48 –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 Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty).

Bid Item 49 – Concrete Vehicular Pavement (Path)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, constructing concrete vehicular pavement (path).

Bid Item 50 – Stabilized D.G. Paving

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the construction of stabilized decomposed granite (D.G.) pavement, as shown on the plans and as directed by the Engineer.

Bid Item 51 – 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 new sign posts and new panels, complete in place, 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 52 – Pavement Markings (2-Coat Paint)

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 markings, and application of markings in accordance with the plans and specifications, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: **120 working days** from the Notice to Proceed to achieve Substantial Completion and **20 working days** to achieve Final Completion.
- B. The Contractor shall pay to the Owner a sum of **One Thousand Dollars (\$1,000.00)** per day, for each and every calendar day's delay for Contractor to achieve Substantial Completion of the entire Work in excess of the number of working days prescribed above.
- C. The Contractor shall pay to the Owner a sum of **Five Hundred Dollars (\$500.00)** per day, for each and every calendar day's delay for Contractor to achieve Final Completion of the entire Work in excess of the number of working days prescribed above.
- D. The Contractor shall pay to the Owner a sum of **Two Hundred Dollars (\$200.00) per day**, for each and every calendar day's delay for Contractor to complete landscape maintenance work in excess of the number of landscape maintenance days prescribed in Section 32 01 90 Landscape Maintenance 1.03 A. Maintenance Period

1.05 WORK UNDER OTHER CONTRACTS

- A. None.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The Contractor shall coordinate all work with the Owner at (831) 899-6884

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

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

- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly. Owner will provide a storage area for Contractor's equipment and materials. Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.
- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

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

- Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.
2. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.
 3. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.
 4. The Contractor shall be required to apply water for dust control immediately during construction efforts within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.
 5. All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to the exterior body surfaces or wheel rims before travelling on public streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner which will prevent the dropping of materials or debris on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
 6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.
- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in

compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.
4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

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

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

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

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

Cablecom (Cable)
Mark Rose
Mark.Rose@Cablecomllc.net
4. Water lines: California American Water

511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287

5. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6842

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

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and taxes required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.
- B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
 - 1. City Building Permit
 - 2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

- 3. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive., Ste. 310
Fremont, CA 94538
(510) 794-2521

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

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- B. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and

Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, where the violations result from Contractor's activities.

- C. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- D. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

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

1.17 CONSTRUCTION WATER

- B. Construction water is available from the Seaside Municipal Water System, California American Water, or Marina Coast Water District. A water meter must be obtained by the water purveyor. Seaside Municipal Water System, water usage rates are based upon the current Fee Schedule, available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

1.18 WORK TO BE DONE BY THE OWNER

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

1.19 CONDITIONS OF USE

- A. The Contractor shall assume full responsibility for the protection and safekeeping of project materials, tools, and equipment stored on premises. Any stored products interfering with Owner operations shall be moved by the Contractor at his/her expense. The Contractor shall obtain and pay for use of any additional storage or work area for operations.
- B. The Owner will require the following of the Contractor in addition to the requirements shown and described elsewhere in these documents:
 - 1. The Contractor shall hand carry written notification to property owners adjacent to the project area a minimum 7 days in advance of beginning construction. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 2. The Contractor shall also hand carry written notifications to property owners adjacent to the project area a minimum 7 days in advance of beginning tank exterior blasting due to the excessive noise created by these activities. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 3. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The Owner shall be given that person's name, phone number, e-mail.

4. The Contractor shall not operate Owner valves at any time.

1.20 CONTRACTOR'S RESPONSIBILITIES

- A. Unless noted otherwise, the Contractor shall provide and pay for:
 1. Labor, supervision, materials, and equipment
 2. Tools, construction equipment and machinery
 3. Utilities required for construction.
 4. All other facilities and services necessary for proper execution and completion of work.
 5. Contractor must submit in their proposal acknowledgement of State and Federal laws and regulations regarding all facets of removing and disposing of coating which contains lead or asbestos found.
- B. Pay all required sales, consumer and use taxes.
- C. Conform to the requirements of all permits including, but not limited to any construction permits associated with the project.
- D. The Contractor acknowledges and is familiar with the existing site condition constraints, topographic features, and overall geographical locations of the project.
- E. Secure and pay for, as necessary proper execution and completion of the work, applicable permits and licenses.
- F. Give required notices to homeowners
- G. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
- H. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.
- I. The Contractor shall be responsible for all costs associated with the containment and disposal of waste (hazardous / non-hazardous) that may result from execution of this project.
- J. The Contractor shall provide their own power, fuel, and power supplies.

PART 2 – PRODUCTS

1.02 PRODUCTS ORDERED IN ADVANCE

- A. None.

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REFERENCES

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

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

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

B. Unit Price items

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

C. Lump Sum Items

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

completion of the item.

D. Allowance Items

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

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

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

B. Contractor's Requests for Progress Payments

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

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

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

C. Owner's Review of Progress Payment Applications

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

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

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

1.05 FINAL PAYMENT

A. Final Payment

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

B. Final Accounting

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

1.06 SUBSTITUTION OF SECURITIES

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

- A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:
 - 1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
 - 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
 - 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
 - 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
 - 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.
- B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:
 - 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
 - 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
 - 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

1. Owner may, by Change Directive ("CD") or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.
3. Contractor's response must be any one of following:
 - a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contract Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

A. Adjustment of Schedules to Reflect Change Orders or CDs:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - d. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - a. Origin and date of claim or request for additional compensation.
 - b. Dates and times Work was performed and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
 - a. Labor (Component 1A)
 - b. Equipment (Component 1B)
 - c. Materials (Component 1C)
 - d. Subcontractors (Component 1D)

B. Measurement of Cost of Labor (Component 1A):

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - c. Cost of labor shall include no other costs, fees or charges.
 2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
 3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.
- C. Measurement of Cost of Equipment (Component 1B):
1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
 2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
 3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.
 4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
 5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 - c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Equipment costs shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C):

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Material costs shall include no other costs, fees or charges.

E. Measurement of Cost of Subcontractors (Component 1D):

1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
 - a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
 - b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
 - c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)

A. Markup Percentages for Changed Work (Component 2):

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on "Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
 3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
 4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
- B. Measurement and Payment of Mark Up (Component 2):
1. Mark Up (Component 2) provides complete compensation to Contractor for:
 - a. All Contractor profit;
 - b. All Contractor home-office overhead;
 - c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
 - d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
 2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
 3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
 4. Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
 5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost

proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 **MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)**

A. Measurement of Bonds, Insurance, Taxes (Component 3):

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as "BIT". All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no mark up on BIT.

1.09 **EFFECT OF PAYMENT**

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed,

and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

Owner **[Insert Project Name]**
 Contract Number _____

CP Number: _____
 Date: _____
 In Response To _____
 Bulletin #, etc.

To: **[Insert Name of Owner]**
 Attention: **[_____]**
[Insert Owner's Address]
 Phone: (____) ____-____
 Fax: (____) ____-____

From: **[Insert Contractor's Name/Address]**

This Cost Proposal is in response to the above-referenced _____ **[insert Bulletin, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS) (Time Impact Evaluation Enclosed)						

By Contractor:

Signature:

Date:

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

- B. The Contractor shall deliver the following submittals at the preconstruction meeting:

1. Schedules
2. Water Pollution Control Plan (BMPs)
3. Safety Plan
4. Sample Resident Notification Letter
5. Any submittal requiring prompt review due to required lead times

1.03 WEEKLY PROJECT MEETINGS

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it 4 Days in advance of meeting to the Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final

- memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
 6. Agenda may contain the following items, as appropriate:
 - a. Review, revise as necessary, and approve previous meeting minutes
 - b. Review of Work progress since last meeting
 - c. Status of Construction Work Schedule, delivery schedules, adjustments
 - d. Submittal, RFI, and Change Order status
 - e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 1. Percent complete of each activity;
 2. Time impact evaluations for Change Orders and Time Extension Request;
 3. Actual and anticipated activity sequence changes;
 4. Actual and anticipated duration changes; and
 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit original (baseline) progress schedule before or at the pre-construction meeting for review by the Owner.
- B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
- B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
 - 2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submittals. Please refer to the technical specifications and/or plans for any additional submittals not specifically mentioned in this section.

1.02 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.
- C. Following is a list of anticipated submittals. Please refer to the technical specifications for any additional submittals not specifically mentioned in this section.
 - 1. Safety Plan
 - 2. Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. Tests, Certificates
 - 5. Calculations/Certifications for meeting Cal-OSHA Requirements

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.
- B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.
- C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.
- D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.
 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- C. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
 - a. California Building Standards Code (2022 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - b. California Electrical Code (2022 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- c. California Plumbing Code (2022 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2022 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. California Fire Code (2022 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

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

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

C. Change Orders and Claims:

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

D. Required Provisions On Contract Claim Resolution

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

requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

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

F. Compliance With IRCA

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

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

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

A. References

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

B. Precedence

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

C. Referenced Grades, Classes, and Types:

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

D. Edition Date of References:

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

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

1.03 DEFINITIONS

A. Meaning of Words and Phrases

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

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

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

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

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

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

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

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

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

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

B. Other Defined Terms

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

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

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

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

B. Equipment and Systems.

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

C. Procedure for Substantial Completion

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

1.03 FINAL COMPLETION

A. Requirements

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

B. Procedure

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

C. Final Adjustments of Accounts:

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

D. Warranties

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

E. Warranty of Title:

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

**LINCOLN CUNNINGHAM PARK
PHASE 1 – ARTERIAL TRAIL PROJECT**

located at

LINCOLN CUNNINGHAM PARK, SAN PABLO AVENUE, SEASIDE, CA 93955

**CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS**

The Technical Special Provisions contained herein have been prepared by or under the direction of the following registered persons.



*Richard Weber, PE, LS
Whitson and Associates, Inc.*

6/10/2024

Date



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), 2023 edition
- B. Standard Plans, State of California, Department of Transportation (Caltrans), 2023 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), 2023 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 wood, 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 2.5 inches in maximum dimension.
 - c. Soil shall not contain more than 25 percent of fines passing the #200 sieve.
 - d. Soil shall have a sand equivalent greater than 18.
 - e. Soil shall have a plasticity index less than 15.
 - f. Soil shall have an R-value of not less than 30.
 - g. Soil shall be approved by the GEOTECHNICAL ENGINEER.
 - 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 6 inches, moisture conditioned, and recompacted to at least 90% relative compaction at a moisture content which is about 2 to 4 percent above laboratory optimum value..
 - 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 diskings or other methods until the moisture content is satisfactory.
- D. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to at least 90% relative compaction.
 - 1. Compact the upper 12 inches of finished subgrade in vehicular traffic areas to at least 95% relative compaction.
- E. Compaction shall be undertaken with equipment capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the required density has been obtained.
- F. Fill slopes shall be compacted by slope rolling and trimming or shall be overfilled and trimmed back to planned grade.
- G. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the Drawings.
- H. Fill slopes shall be no steeper than 3:1 (horizontal to vertical), unless shown otherwise in the Construction Documents.
- I. The completed fill shall be finished true to line and grade. Any depressions shall be filled and compacted and all loose material shall be removed.

3.6 SUBGRADE PREPARATION IN PAVEMENT AREAS:

- A. Pavement Areas are exterior areas which are not in the building subgrade preparation area and which will receive asphalt, concrete, or DG pavement or other flatwork, including parking lots, driveways, access roads, patios, equipment slabs, curbs, gutters, or sidewalks.
- B. Subgrade preparation in pavement areas shall be as directed by the GEOTECHNICAL ENGINEER.
 - 1. Over-excavate to at least 24 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 or up to improvements to remain.

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 11 17

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 specifications for 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), 2023 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 3½" 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

SECTION 32 01 90

LANDSCAPE MAINTENANCE

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.
- B. Existing Soils Report 24-033-0019 dated February 9, 2024.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Landscape Maintenance as specified in this Section during the landscape maintenance period, referred to herein as the Maintenance Period. The work includes establishing the hydroseeding, providing pest and disease control, and weed control and related construction elements during the Maintenance Period.
- B. Related Work:
 - 1. Hydroseeding

1.03 MAINTENANCE PERIOD

- A. Time Limits: The Maintenance Period commences from the date of approval of substantial completion and extends for 120 calendar days, or until final completion approval, whichever is later.

1.04 REVIEWS

- A. Substantial Completion Review: Specifically request this review at least (5) five days in advance of the proposed start of the Maintenance Period. The Owners Representative will review for a final checklist of minor items to be completed. The Maintenance Period commences once the items are completed and approved by the Owners Representative. Items to be checked during this review include but are not limited to:
 - 1. All hydroseeded areas.
- B. Punch -list Check: This review will be conducted by the Owners Representative half-way through the Maintenance Period, at the request of the Owner, when punch-list items identified at Substantial Completion have been corrected and are ready for inspection. The Final Review may be rescheduled at the discretion of the Owners Representative, if additional time beyond the scheduled date of final completion is needed to correct Punch-list items.
- C. Final Review: Specifically request this review at least (5) five days in advance of the end of the Maintenance Period. Failure to request this notice automatically extends the date of completion. The Maintenance Period will continue until final completion is approved by the Owner's Representative. Items to be checked during this review include but are not limited to:
 - 1. All hydroseeded areas, including all punch-list items identified at Substantial Completion Review and Punch-list Check.

1.05 MAINTENANCE PERIOD SUBMITTALS

- A. Fertilizer: Submit written certificate showing rates, materials, and date of fertilizer application, to the Owner within five (5) days of each application.
- B. Pesticides / herbicides: If pesticides / herbicides are used, submit written certificate showing rates, materials, and date to the Owner within five (5) days of each application.
- C. Weed control: Submit weed control occurrences to the Owner each time completed.

1.06 CLOSE-OUT DOCUMENTATION

- A. Submit prior to the Final Review, the following additional documents for the Maintenance Binder.
 - 1. Work tags / reports, countersigned by the Owner's Representative:
 - a. Fertilizer applications, including initial application.
 - b. Pesticide and herbicide applications, including initial application.
 - c. Weed control measures
 - d. In-service meeting discussion / decisions.
 - 2. Soils Reports:
 - a. Existing soils test report(s) – see Specification Section Soil Preparation.
 - b. Amended soils test report.
- B. The Final Review will take place only after additional submittals and documents have been reviewed and approved by the Owners Representative.

1.07 AMENDED SOILS TEST

- A. Testing – Amended Soil:
 - 1. At no less than 2 weeks and no more than 3 weeks after first watering, take 1-quart samples of the amended soil, see Specification Section Soil Preparation for location criteria and number of samples.
 - a. The Owner's Representative may choose to reduce the number of locations to be tested.
 - b. For landscape installations in separate project phases, an amended soils test will be required for each phase.
 - 2. Forward the amended soil samples to the Testing Lab for testing to determine any additional amendment and/or fertilizer applications during landscape maintenance.
 - a. Testing Lab: as specified in Specification Section Soil Preparation and is to be the same lab that provided the existing soils test report.
 - 3. Follow the Maintenance Recommendations of the Existing Soils Report for additional applications of amendment and/or fertilizer.
 - 4. Additional amendment and/or fertilizer applications, if required by the amended soils test report(s), will be at no additional cost to the Owner.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. For maintenance fertilization: As specified in the Existing Soils Report – see Section 32 9113.

2.02 WATER

- A. During the course of Maintenance Period, including any extensions by the Owner's Representative, water for plantings will be paid for and supplied by the Contractor.

1. Submit watering schedule with dates, times and frequency at start of the Maintenance Period.

2.03 CHEMICALS

- A. General: see Specification Section Planting

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor's Responsibility: Work installed under this Contract damaged by vandalism, vehicular damage and/or theft during the installation of the work and up to the Substantial Completion approval, is to be repaired or replaced without additional cost to the Owner.
- B. Owner's Responsibility: Throughout the Maintenance Period, these damages and similar factors such as excessive litter, abuse and defacement will be the Owner's responsibility to repair or replace and will not be a part of this Contract. No planting is to be guaranteed beyond the Maintenance Period, except as specified in Specification Section Hydroseeding.

3.02 BASIC REQUIREMENTS

- A. Erosion: Repair settlement of soil and plants and soil erosion and replant areas to the satisfaction of the Owner's Representative.
- B. Protection of Work: Take particular precautions to protect structures, fencing, overhead and underground utilities, and all existing trees to remain. All damaged, stained, or disturbed items are to be replaced or repaired at no additional expense to the Owner, and to the satisfaction of the Owner's Representative, prior to Final Review.
- C. Cultivating and Clean-Up: Keep all planting areas neat and free from debris at all times and cultivate at not more than ten (10) day intervals.
 1. Keep Project Site reasonably free from accumulation of debris, topsoil, and other materials resulting from landscape maintenance work.
 2. Remove soil and related amendments and fertilizers from walks and paving daily.
 3. Broom and hose down areas daily as necessary to maintain clean adjacent structures and pavements.
- D. Weed control: Keep all hydroseeded areas weed-free at all times during the Maintenance Period. See Specification Section Hydroseeding for herbicide use in weed control.
- E. Insect, Pest, and Disease Control: Control insects, pests, rodents and diseases by the use of insecticides and fungicides, as applied by a licensed pest control operator with the prior approval of the Owners Representative.
- F. Fertilizer: Maintenance fertilization for all planting areas: as specified in the Existing Soils Report - see Section 32 9113.
- G. Protection: Maintain protective fence around all newly installed planting areas for the duration of the maintenance period as defined herein – see Specification Section Hydroseeding for installation of fence.

3.03 REPLACEMENTS

- A. General: Repair or replace hydroseeded areas not fully established and healthy as directed by the Owner's Representative.

3.04 CONDITION OF PLANTING AT END OF MAINTENANCE PERIOD

- A. Complete the following tasks prior to Final Review, and bring all planting areas to a satisfactory condition before final acceptance of the work. Replace plantings that do not conform to specifications.
- B. All hydroseeded areas are to be free of weeds. Re-seed hydroseeded areas with minimal germination (less than 50% germination coverage).

3.05 IN-SERVICE MEETING

- A. Specifically request, prior to Final Review, an In-Service meeting with the Owner's maintenance staff to identify any landscape maintenance issues and verify weed control measures.
 - 1. Document any discussions / decisions at the in-service meeting and provide this to the Owners Representative. Include a copy in the Maintenance Binder.
 - 2. The Final Review will take place only after the in-service meeting is completed, and final approval is contingent on the in-service meeting taking place to the satisfaction of the Owners Representative.

3.06 PAYMENT

- A. The Contract lump sum price paid for Landscape Maintenance shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.
 - 1. Final payment shall be withheld until all weed control occurrences have been submitted and verified.
 - 2. Review schedule with maintenance personnel prior to final payments.

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), 2023 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 01.
- 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), 2023 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), 2023 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: Polyethylene 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 150 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 3 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 3 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

SECTION 32 91 13

SOIL PREPARATION

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.
- B. Existing Soils Report 24-033-0019 dated February 9, 2024 by Lucchesi Plant & Soil Consulting, LLC.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Soil Preparation of planting areas as shown on the Drawings and as specified in this Section. The work includes installation of amendments including compost, fertilizers, finish grading and plant pit backfill.
- B. Related work includes but is not limited to:
 - 1. Site Clearing
 - 2. Demolition
 - 3. Earthwork and Grading
 - 4. Hydroseeding

1.03 QUALITY ASSURANCE

- A. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of hydroseed, sod, or mulch.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C602 Specification for Agricultural Liming Materials
 - 2. D5268 Specification for Topsoil Used for Landscaping Purposes
- C. Fertilizers:
 - 1. Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.
 - 2. See Specification Section Hydroseeding for quality assurance and fertilizer requirements.

1.04 SUBMITTALS

- A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. Amendments fertilizers, and chemicals
 - 2. Imported soil – components, dry bulk density and saturated bulk density.
- B. Samples: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. 1-quart bag of compost

- C. Testing - General: Provide samples, as specified herein, to an agricultural soil testing laboratory approved by the Owners Representative, referred to herein as the Test Lab, unless delivered to the site in original, unopened containers, each bearing the manufacturer guaranteed analysis.
1. Pre-approved Test Labs include:
 - a. Waypoint Analytical 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777
 - b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
 - c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
 2. The Owners Representative reserves the right to reject the analysis from an alternate soil Test Lab without prior approval.
 3. Do not deliver any soil or amendment to the site without approval of test results by the Owner's Representative.
 4. Pay for all testing fees from the Test Lab for all tests specified herein.
- D. Testing – Sequence:
1. Submit compost test report for review and approval as noted below.
 - a. Since compost is a natural material whose chemical properties changes with time, initial approval may be conditional; final approval to be based on Test Lab recommendations for existing soil including proportion of the compost, additional amendments, and watering / leaching.
 - b. On approval of the test report, submit a sample for review and approval - this can be done concurrently with the data submittal at the Contractor's discretion.
 2. Should the Project require imported topsoil as noted in the Drawings or Specifications, then submit an imported soils test report (fertility, texture, infiltration) for review and approval as noted below.
 - a. On approval of the test report, submit a sample for review and approval - this can be done concurrently with the data submittal at the Contractor's discretion.
 3. On approval of the proposed compost / imported soil, submit sample(s) of existing soils to the Test Lab or an existing soils test report if provided
 - a. For areas requiring imported soil, submit along with the approved compost test report and approved imported soils report.
 - b. If an existing soils test has been provided, then submit that along with the approved compost / imported soil reports to the lab that prepared the original test for modifications to their recommendations.
 4. Test Lab recommendations for amendments and fertilizers to be used in planting are to be:
 - a. Specific to the approved compost. Reference the compost test report by test number / sample ID and testing date. Recommendations referencing a generic compost will be rejected and will require specific recommendations to be re-obtained from the Testing Lab.
 - b. Specific to the proposed mixture of imported soil and existing soil. Reference the imported soils test report by test number / sample ID and testing date.
- E. Testing – Compost: Provide, along with a sample, latest analysis of compost / bulk organic materials by the Test Lab for verification of conformance to this Specification.
1. Analysis is to be carried out / reported no more than three months prior to the date of compost installation, not the start of the project.
 2. US Composting Council technical data sheets for compost are not sufficient as a submittal – the complete analysis on the dated letterhead of the laboratory is required, plus pages which fully interpret the results.
 3. Analysis is to conform to physical and chemical properties specified herein.
 4. Analysis is to assume tilling of the compost into the existing soil as described elsewhere in this Specification
- F. Testing – Imported Topsoil: Provide, along with a sample, latest analysis of soil proposed to be imported by the Test Lab for verification of conformance to this Specification.

1. Analysis is to be carried out / reported no more than three months prior to the date of imported soil installation, not the start of the project.
2. Test report should clearly indicate the geographical and physical source of the topsoil.

G. Testing – Existing Soil:

1. An Existing Soils Report with specific recommendations on soil preparation including required amendments, fertilization, and maintenance fertilization, has been carried out for this project and is included in the Appendix.
 - a. On approval of the compost test report and imported topsoil report an updated existing soils report will be provided by the Owner's Representative and will include the test number / sample ID and testing date as reference.
 - b. Implementing the recommendations of the updated existing soils report will be at no additional cost to the Owner.

H. Delivery tags for all amendments and fertilizers delivered to the Site for the Project.

1. Fertilizer delivery tags should clearly indicate the product and NPK designation.
2. Amendment delivery tags should clearly indicate the lab test number corresponding to the approved amendment test report.

1.05 REVIEWS

A. Specifically request at least (2) two days in advance the following review prior to progressing with the work:

1. Intermediate Review – completion of site grading, topsoil placement amendment depths, finish grade.
2. See Specification Section Hydroseeding for other items to be inspected.
3. The review shall be conducted only after all items pertaining to the review as noted above and in related Sections have been completed.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 EXISTING SOIL

- A. Topsoil: The top layer of existing soil in planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over 1 cubic inch and other objectionable material. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Owners Representative at the time of construction after clearing and grubbing.

1. Topsoil is a Sand type.
2. At turf areas topsoil starts below the grass root zone.
3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
4. Soil underneath paving and aggregate base areas will not be considered as top soil.

- B. Sub-soil: The remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over 1 cubic inch and all foreign debris and organic material have been removed.

1. Soil under paving and aggregate base areas may be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

2.02 IMPORTED TOPSOIL

- A. Imported Topsoil: USDA classification of fraction passing a 2.0 mm sieve: loose, friable sandy loam, free of harmful insects, all weed growth, clods over 1 cubic inch and/or clods that will not be pulverized during operations, and free of rocks over 1 cubic inch.

<u>Class</u>	<u>Particle Size Range</u>	<u>Maximum %</u>	<u>Minimum %</u>
Rock	½ - 1 inch	10% by volume, with none > 1 inch	
Gravel	2 – 13 mm	20%	0%
Coarse Sand	0.5 – 2.0 mm	15%	0%
Silt plus Clay	<0.05 mm	50%	15%
Organic Matter		15%	0%
<u>Chemistry</u>		<u>Suitability Considerations</u>	
Salinity: Saturation Extract Conductivity (ECe)		Less than 4.0 dS/m (mmhos/cm) @ 25° C	
Sodium: Sodium Adsorption Ration (SAR)		Less than 6.0	
Boron: Saturation Extract Concentration		Less than 1.0 ppm	
Reaction: pH of Saturation Paste		5.5 – 7.0	
Fertility Considerations: Soil to contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth. In the event of nutrient inadequacies, make provisions to add required materials prior to planting			

2.03 FERTILIZER

- A. Soil amendment(s), fertilizer(s), and the backfill mix: as specified in the Existing Soils Report – see attached.
- B. Hydroseeding fertilizer: See Specification Section Hydroseeding for requirements and approved products.

2.04 SOIL AMENDMENTS

- A. Compost: nitrogen stabilized organic compost produced only from landscape / yard trimmings, grass clippings, food scraps or agricultural residues.
1. Nitrified bark, nitrified sawdust, wood-based soil conditioners will not be permitted.
 2. Compost to be supplied by a producer who participates in the U.S. Composting Council's Standard Testing Assurance (STA) program.
 3. Compost is to have a dark brown color, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot upon delivery or rewetting.
 4. Compost gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch (9.5 mm)	100%
1/4 inch (6.25 mm)	At least 95%
#8 (2.36 mm)	At least 60%
#16 (1.18 mm)	20% - 70%
#32 (500 um)	0% - 30%

- B. Compost Chemistry – Suitability Considerations
1. Nitrogen (dry weight basis): 0.4 to 0.6%
 2. Iron (minimum): 0.08%
 3. Organic content: above 17%
 4. Carbon-Nitrogen Ratio: below 25
 5. pH: below 8.0
 6. Salinity (ECe): a value such that when combined with the existing site soil at a use rate determined by the Test Lab Analysis, the salinity of the amended soil / backfill mix shall not exceed 4.0 dS/m (mmhos/cm).

- C. Potassium Sulfate (0-0-50).

PART 3 - EXECUTION

3.01 GENERAL

- A. Limits and Grades: Prior to commencing soil preparation operations, request a review by the Owners Representative to verify rough / mass grading work completed to date and verify specified limits of soil preparation work to commence.
- B. Finish grade all non-hardscape areas to round the top and toe of all slopes, providing natural contouring to integrate newly graded areas with the existing natural topography.
- C. Finish grade all non-hardscape areas to smoothly integrate newly graded areas with the existing grades.
- D. Protect concrete from any sulfate-based amendments that may be specified from soils analysis to avoid staining. Replace any concrete damaged from amendment placement at the no additional cost to the Owner.

3.02 SOIL PREPARATION SCHEDULE

Planting Type	Minimum Cultivation Depth	Amendments (compost)	Amendments (potassium sulfate)	Fertilizers
Hydroseed	Per Soils Report	Per Soils Report	Per Soils Report	Per Section Hydroseeding and Soils Report

3.03 AMENDMENT PLACEMENT

- A. See Soil Preparation Schedule in this Specification section for requirements, adjustments to the bidding formula to be determined by Owner's Representative based on the Test Lab analysis and provided to the Contractor in writing.
- B. Cross-rip (cultivate) all planting and hydroseed areas thoroughly to the minimum depths specified in the Soil Preparation Schedule.
1. Cross-ripping includes areas in between tree and plant pits.
 2. Upon completion of cross-ripping apply the amendments as specified in the Soil Preparation Schedule.
- C. Follow the specific instructions in Existing Soils Report for soil preparation, amendment mixing, and placement.
- D. Watering: Apply water to areas to be hydroseeded to thoroughly mix in amendments and fertilizers immediately after amending soil, and a minimum of 24-hours prior to hydroseeding, unless rain is forecast for that period.
1. Water may be manually applied by spray attachments or impact sprinklers on stands.
 2. Connect hose pipes to quick couplers or hose bibs. If neither is available or the main line has not been pressurized, use a portable lawn sprinkler pump connected to a water tank.
 3. The cost of watering to mix in amendments is at no additional cost to the Owner.

3.04 FINISH GRADING

- A. Finish grade all planting areas smoothly and uniformly.
1. In all hydroseed areas, remove all rocks over ½ cubic inch and clods over 1 cubic inch, as well as all construction aggregates and construction gravel.
 2. Repair all erosion damage during the construction period.

- B. Unless otherwise shown on the Drawings, all soil finish grades after watering and / or natural settlement shall be 1-inch below finish surface of walks, pavements, and curbs.
 - 1. For existing planting areas being replanted use stockpiled topsoil and/or import topsoil if required to meet the finish grade, at no additional cost to the Owner. Request chemistry requirements for imported topsoil from the Owner's Representative prior to bringing any material to site.

3.05 CLEAN UP

- A. After completion of all soil preparation operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

3.06 MEASUREMENT AND PAYMENT

- A. The Contract unit price paid for Soil Preparation shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.
 - 1. Payment for importing topsoil shall be included in the Contract unit price for Imported Topsoil.

END OF SECTION



Report 24-033-0019

February 9, 2024

BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey CA 93940

Attn: Nicole Limesand
RE: Lincoln Cunningham Park, Seaside

Background

Data was received on a composite soil sample identified as coming from a trail restoration project where hydroseeding is planned with California natives. The sample was analyzed for horticultural suitability, fertility, and physical characteristics by Waypoint Analytical. Fertilizer and amendment recommendations were requested. A proposed seed mix was provided.

Analytical Results and Comments

The reaction of the sample is slightly acidic at a pH of 6.4. This is within the range preferred for most plants, including those on the proposed seed mix list. Salinity (ECe), sodium and boron are safely low. The sodium adsorption ratio (SAR) indicates that sodium is adequately balanced by soluble calcium and magnesium; this balance is important for soil structure quality, which relates to the rate at which water infiltrates the soil.

According to the USDA Soil Classification system, the texture of the less than 2mm fraction of the soil is classified as sand. Organic matter content is low at 1.4% dry weight. Based on this information the estimated infiltration rate is 0.67 inch per hour. Infiltration rates may vary due to differences in compaction across the site.

In terms of soil fertility, nitrogen, phosphorus, potassium and sulfate are low. Calcium and magnesium are both sufficient for proper plant nutrition at this time. Of the micronutrients; copper is sufficient while zinc and iron are abundant and manganese is low. California natives only have moderate nutrient requirements and will not need as much fertilizer as standard ornamentals.

Recommendations

Specifications indicate that a 7-2-1 fertilizer will be added to the hydroseed slurry at a 1000 pound rate per acre. This will supplement nitrogen, phosphorus and potassium to a certain extent. If the fertilizer chosen is Biosol 7-2-1 this will also provide supplemental organic matter and may be preferable to adding a compost product into the hydroseed slurry. An optional compost rate is included below.

For areas that may be tilled, incorporation of a composted greenwaste organic amendment is recommended at the time of planting in order to help improve soil nutrient holding capacity and porosity. This should provide supplemental phosphorus and potassium as well as micronutrients, and may be sufficient to negate the micronutrient deficiencies, product depending.



Report 24-033-0019

To Prepare for Mass Planting:

If possible during placement of soils, drainage of the root zone should be improved by first loosening the top 10 inches of any undisturbed or compacted soil. The following materials should then be evenly spread and thoroughly blended with the top 6 inches of soil to form a homogenous layer after the materials have been laid to final grade.

	<u>Amount per 1000 Square Feet</u>
3 cubic yards	Composted Greenwaste Organic Amendment*
23 pounds	Biosol 7-2-1
3 pounds	Potassium Sulfate (0-0-50)*

*The rate may change based on the analysis of the chosen organic amendment. This rate is based on 270 lbs. of dry weight of organic matter per cubic yard of amendment.

Top Dressing for Hydroseeding:

The following materials should be evenly broadcast and thoroughly irrigated in:

<u>Material</u>	<u>Amount per 1000 Square Feet</u>	<u>Amount Per Acre</u>
Composted Greenwaste Amendment*	3 cubic yards	132 cubic yards
Biosol 7-2-1	23 pounds	1000 pounds
Potassium Sulfate (0-0-50)*	3 pounds	132 pounds

Maintenance

If any maintenance fertilizer will be applied in these areas, maintenance fertilization for California natives should rely primarily on a nitrogen-only program supplemented with a complete fertilizer in the fall and spring and should be based entirely on color and growth performance. The chosen fertilizer should be applied at a rate that provides ½ pound of actual nitrogen per 1000 square feet per month during the growing season. Early spring, substitute a complete fertilizer with low phosphorus (~ 2% or less) to help ensure continuing adequate potassium and minimal phosphorus.

If we can be of any further assistance, please feel free to contact us.

A handwritten signature in cursive script, appearing to read 'Annmarie Lucchesi'.

Annmarie Lucchesi

annmarie@lucchesiconsulting.com

Emailed 3 Pages: nicole@bfslla.com, larry@bfslla.com



Project : Lincoln Cunningham Park - Seaside

Report No : 24-033-0019
Purchase Order : 24-033-0019
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Date Printed : 02/07/2024
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COMPREHENSIVE SOIL ANALYSIS

Sample Description - Sample ID						Half Sat %	pH	ECe dS/m	NO ₃ -N ppm	NH ₄ -N ppm	PO ₄ -P ppm	K ppm	Ca ppm	Mg ppm	Cu ppm	Zn ppm	Mn ppm	Fe ppm	Organic % dry wt.	Lab No.
						TEC	Qual Lime		Sufficiency Factors											
Site Soil						18	6.4	0.49	7	5	3	29	447	60	1.0	5.0	1	36	1.38	04644
						27	None		0.3		0.1	0.4	0.9	0.9	2.9	3.7	0.3	2.7		
Saturation Extract Values						SAR	Gravel %		Percent of Sample Passing 2 mm Screen						USDA Soil Classification	Lab No.				
Ca meq/L	Mg meq/L	Na meq/L	K meq/L	B ppm	SO ₄ meq/L		Coarse 5 - 12	Fine 2 - 5	Sand			Silt .002-.05	Clay 0-.002							
									Very Coarse 1 - 2	Coarse 0.5 - 1	Med. to Very Fine 0.05 - 0.5									
3.2	1.21	1.52	0.42	0.14	1.5	1.0	1.2	2.5	2.8	14.2	74.6	2.0	6.4	Sand		04644				

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %=approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) & Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m),Boron (B), Sulfate(SO₄), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

* LOW , SUFFICIENT , HIGH

SECTION 32 9213

HYDROSEEDING

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 hydroseeding areas as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Soil Preparation
 - 2. Landscape Maintenance

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D1898
 - 2. D5338
 - 3. D8298
 - 4. D6566
 - 5. D6866
 - 6. D7322
 - 7. D7367

1.04 QUALITY ASSURANCE

- A. Cellulose Fiber shall be certified to indicate that laboratory and field testing of the product has been accomplished and meets all requirements specified herein based on testing. Weight specifications from the supplier for this material shall refer only to air dry weight of the fiber material.
- B. Seed shall be delivered in original sealed packages bearing supplier's certificate – lab analysis for purity, germination, weed seed content, and inert material. Seed bags shall include manufacturer's tags in conformance with Federal Seed Act (FSA) and applicable state laws. Wet, moldy, or otherwise damaged seed will be rejected by the Owner's Representative.
- C. Seed Supplier:
 - 1. Hedgerow Farms

21905 Co Rd 88
Winters, CA 95694
(530) 662-6847
<https://hedgerowfarms.com/>

- D. Fertilizers and manufactured amendments are to be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials which become caked or contaminated making them unsuitable for use will not be accepted.
 - 1. Fertilizers shall comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.
- E. Hydraulic equipment used for the application of the fertilizer, seed and slurry of prepared wood pulp is subject to approval by the Owners Representative.

1.05 SUBMITTALS

- A. Documents:
 - 1. Qualifications / current licenses / previous experience of the hydroseeding company.
 - 2. Description of hydraulic equipment proposed to be used.
 - 3. Hydroseeding Schedule. For projects with non-continuous installations of hydroseed, submit all proposed installation dates. See discussion for non-irrigated hydroseed elsewhere in this Specification.
 - 4. Dated letter from the seed supplier indicating availability of proposed seed mix and sources, and suggested substitutions if any.
 - 5. Product cut-sheets on fiber, fertilizer, tackifier, inoculant
 - 6. Prior to installation - seed labels for each native plant species in the supplied hydroseed mix.
- B. Samples:
 - 1. Fiber: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.
 - 2. Tackifier / binder: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.
- C. Delivery tags for fiber, binder, fertilizer, seed, and inoculant as delivered to the Site for the Project.

1.06 REVIEWS

- A. Substantial Completion Review (to initiate Maintenance Period) – all planting areas including hydroseeded areas. See Specification Section Landscape Maintenance.
- B. Final Review (at the completion of Maintenance Period) - all planting areas including hydroseeded areas, including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.
- C. If not part of a regularly scheduled Owner-Architect-Contractor site meetings, then specifically request the above reviews at least (5) five days in advance prior to progressing with the work.
- D. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.
- E. See Specification Section Soil Preparation for other items to be inspected during these reviews.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 HYDROSEED APPLICATORS

- A. General: if the hydroseeding work is part of restoration / mitigation planting, then the applicator shall be experienced in working under such conditions as stipulated by the permitting agency.
- B. Pre-approved applicators:
1. Superior Hydroseeding, Inc. Watsonville, CA (831) 763-1811, www.superiorhydroseeding.net. Contact Morgan Kost / Jeff Kost.
 2. Freedlun Hydroseeding Inc., Vacaville, CA (707) 448-9423
- C. Approved Equal.

2.02 MATERIALS

- A. Standard Hydroseeding Slurry:
1. Seed mix as specified below @ 40 bulk lbs/acre.
 2. Fiber as specified below @ 2,000 lbs/acre.
 3. Tackifier/binder as specified below @ 100 lbs/acre.
 4. Inoculant as specified below @ 60 lbs/acre.
 5. Organic Fertilizer as specified below @ 1,000 lbs/acre.
- B. Seed Mix:
- | <u>Botanical Name</u> | <u>Rate: lbs/acre</u> | <u>% Pure</u> | <u>% Germ</u> |
|---------------------------------------|-----------------------|---------------|---------------|
| Agrostis exarata | 3.0 | 95 | 85 |
| Deschampsia cespitosa | 6.0 | 95 | 85 |
| Erigeron glaucus | 2.0 | 95 | 85 |
| Eschscholzia californica ss. maritima | 1.5 | 95 | 85 |
| Festuca rubra | 10.0 | 95 | 85 |
| Hordeum brachyantherum | 10.0 | 95 | 85 |
| Koeleria macrantha | 4.0 | 95 | 85 |
| Total | 40.0 | | |
- C. Fiber: 100% natural wood or paper fiber mulch, free from synthetic paper or plastic materials.
1. Fiber must disperse into a uniform slurry when mixed with water.
 2. Colored with a non-toxic, water-soluble green dye to provide a proper visual gauge for metering of material over ground surfaces.
 3. Manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with seed; and which after application, will allow the absorption of moisture and allow the rainfall to percolate to the underlying soil.
 4. Materials that inhibit germination or growth will not be permitted in the mixture.
 5. Thermally refined / processed wood products: Rainier Fiber by Rainer Veneer, Profile Wood by Profile Products or approved equal.

- D. Tackifier/Binder: 100% psyllium fiber derived from the outer coating of the Plantago seed. Available in powder form and packed in clearly marked bags stating the contents of each package. The tackifier will require no curing time, shall remain soft and rewettable, and shall not inhibit seed germination. All ingredients shall be biodegradable. Pre-approved products:
 - 1. Ecology Control M-Binder by S&S Seeds, Inc, Carpinteria, CA (805)684-0436.
 - 2. Plantago Binder by Northstar Impex Corp. Moreno Valley CA (951)486-0441.
 - 3. Approved equal.
- E. Inoculant: AM-120 mycorrhizal inoculum. Pre-approved products:
 - 1. AM-120 Standard by Reforestation Technologies International (RTI), Gilroy CA, (408) 848-9604, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
 - 2. Approved equal.
- F. Organic Fertilizer: 7-2-1 (N-P-K) fertilizer. Pre-approved products:
 - 1. Biosol Forte 7-2-1 (N-P-K) as manufactured by Rocky Mountain Bio Products www.rockymtnbioproducts.com, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
 - 2. Approved equal.
- G. Equipment: Use hydraulic equipment with a built-in agitation system and operating capacity sufficient to agitate, suspend and mix homogeneously the slurry mixture.
 - 1. Slurry distribution lines are to be large enough to prevent stoppage.
 - 2. Discharge line is to be equipped with a set of hydraulic spray nozzles capable of providing a continuous non-fluctuation discharge and delivery of the slurry in the prescribed quantities uniformly, without misses, waste, or erosion.
 - 3. Slurry tank with a minimum capacity of 500 gallons and mounted on a traveling unit which may be either self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzle within sufficient proximity to the areas to be seeded so as to provide uniform distribution.
 - 4. If using equipment with smaller tank capacity then demonstrate to the Owners Representative that it has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

2.03 CHEMICALS

- A. Insecticides, fungicides, herbicides registered with the California Department of Pesticide Regulation (DPR) approved by the local agency with jurisdiction over the project, and as recommended by a Pest Control Operator licensed in the State of California.
 - 1. Pre-emergent herbicides: (granular form only) Treflan, Ronstar, or prior approved equal.
 - a. Note: these products are stated by their manufacturers to be harmful to aquatic life and are not permitted to be used on areas draining directly to aquatic / riparian areas.
 - 2. Post-emergent broad-leaf herbicides:
 - a. Organic oil-based herbicide, Weed Zap by J.H. Biotech Inc.
 - b. Approved equal.

2.04 EROSION CONTROL

- A. Slope flat to 4:1:
 - 1. Standard Hydroseeding Slurry as above with or without any 1 of the following:
 - a. Erosion Control Blanket—Temporary 10-month protection
 - b. Bonded Fiber Matrix @ 2,500 lbs/acre
- B. Slope 3:1 to 2:1:
 - 1. Standard Hydroseeding Slurry as above with any 1 of the following:
 - a. Wood Fiber Mulch @ 1,500 – 2,000 lbs/acre

- b. Erosion Control Blanket—Temporary 12-18 -month protection
 - c. Flexible Growth Medium @ 3,500 lbs/acre
 - d. Bonded Fiber Matrix @ 3,000-3,500 lbs/acre
- C. Slope Steeper than 2:1:
 - 1. Standard Hydroseeding Slurry as above with any 1 of the following:
 - a. Wood Fiber Mulch @ 2,000 lbs/acre
 - b. Erosion Control Blanket—Straw w/Coco blend or Coco Fiber, designed to last 18-36 months
 - c. Flexible Growth Medium @ 3,500 lbs/acre
 - d. Bonded Fiber Matrix @ 3,500 lbs/acre
- D. Erosion Control Blankets: 100% seed-free, consisting of biodegradable natural fibers, woven interlocking matrix of uniform thickness, and free of synthetic monofilament reinforcing grids. Pre-approved products:
 - 1. Curlex Excelsior, available from American Excelsior Company, Arlington TX (800) 777-SOIL, www.curlex.com.
 - 2. Curlex CL blankets, available from American Excelsior Company, Arlington TX (800) 777-SOIL, www.curlex.com.
 - 3. Excel CC-4, coconut fiber blanket inside biodegradable jute netting, available from Western Excelsior Corporation, Evansville IL (970) 682-4594
 - 4. Approved equal.
- E. Staples: galvanized steel "U "shaped 8 inch or longer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Carry out hydroseeding during a windless period using approved equipment and materials.
- B. Preparation of Surfaces: At the time of hydroseeding the surfaces shall be even and free of deleterious material and weeds and cultivated per Specification Section Soil Preparation. Ensure that soil is moist to a depth of at least 1/2".

3.02 SCHEDULE (NON-IRRIGATED HYDROSEED)

- A. Hydroseeding between October 14th through February 15th, within five-ten days of the first rainfall of the season, is required. If not within this period, carry out the following:
 - 1. February 16th to April 15th:
 - a. After hydroseeding, depending on the ground moisture provide supplemental water as required to germinate and establish the hydroseed for the duration of the Maintenance Period noted in the Specification Landscape Maintenance. Supplemental water is at no additional cost to the Owner.
 - 2. April 16th – October 14th:
 - a. Option 1 - do not hydroseed and wait for the next season noted above. Apply tackifier to the soil for dust control at the discretion of the Owner's Representative. Hydroseeded areas treated this way are required to be cross-ripped / cultivated to the depth indicated the Specification Soil Preparation prior to hydroseeding.
 - b. Option 2 – after hydroseeding provide weekly water as required to germinate and establish the hydroseed for the duration of the Maintenance Period noted in the Specification Landscape Maintenance.

3.03 CHEMICALS

- A. Herbicides: Verify compatibility, dosage and other application procedures with the manufacturer. All chemicals shall be applied by a pest control operator licensed in the State of California.
1. Do not use chemicals stated by their manufacturers to be harmful to aquatic life in any areas draining directly to aquatic / riparian areas.
 2. Do not mix the herbicide with surfactants in dry upland areas.
- B. After cross-ripping / loosening the soil per Specification Section Soil Preparation, and after weed germination from first rains or water applied for establishment - spray naturalized areas with post-emergent herbicides. Spray weeds prior to going to seed and that are at least 2" tall, over a minimum of two weeks. Upon weed kill, apply hydroseeding a minimum of 4 weeks after last herbicide application.

3.04 EROSION CONTROL

- A. Sequence: If an open-weave netting (60% or more open area) then install blanket first and hydroseed second. If a closed-weave netting, then install hydroseed first and mat second.
- B. Erosion Control Blankets: Install down (not across) the slope unless approved by the Owner's Representative. Abut edges of blankets and staple securely together with a common row of staples. Do not overlap the blankets.
- C. For slopes where water is expected from the top of the slope, secure the top edge of the blanket / mat in a horizontal trench minimum 6" wide x 6" depth. Line the trench with the blanket / mat and extend 12" up the slope beyond the trench. Staple the blanket / mat at 12 inches on center at the base of the trench. Fill the trench back with soil.

3.05 MIXING

- A. With agitation system operation at part speed, add water to the tank, and establish good circulation. Add materials in such a manner that they are uniformly blended into the mixture. Add the seed first; then fiber. Do not add the fiber until the tank is at least one-third filled with water. Agitate the mixture at full speed when the tank is two-thirds to three-fourths full.
1. Do not allow seed to remain in the seeder longer than one hour. Seed kept longer will be rejected by the Owners Representative, disposed of off-site, replaced at no additional cost to the Owner.
 2. A dispersing agent may be added, provided that documented evidence is furnished that the additive is not harmful to the mixture.
- B. Mixing / Application Rates:

Hydroseeded Area (Two-Stage Application)	
First Application	
Seed	40 lbs/acre
Fiber	600 lbs/acre
Tackifier/Binder	30 lbs/acre
Inoculant	18 lbs/acre
Fertilizer	300/acre
Water	As needed for application
Second Application (within 2 hours of completion of first application)	
Fiber	1,400 lbs/acre
Tackifier/Binder	70 lbs/acre

Inoculant	42 lbs/acre
Fertilizer	700 lbs/acre
Water	As needed for application

3.06 APPLICATION

- A. Apply the hydroseed slurry within one hour of mixing, with a sweeping and arched technique with no slumping or shadowing to ensure uniform coverage and to ensure that material is spread evenly at the required rate as noted above.
- B. Apply the hydroseed in two-stage as specified under Mixing in this Specification.
- C. Wherever possible, locate equipment outside of the hydroseeded areas to minimize compaction. Do not allow hydroseeding equipment on to bioretention areas. Take preventive measures to avoid damage to adjacent vegetation.
- D. The Owner may require the general Project area to be opened to the public prior to Final Completion. Protect all newly seeded areas by erecting a 36" high plastic snow fence with appropriate stakes at the edges of pathways along these areas to prevent trampling. Keep fence in place for the duration of the maintenance period – see Specification Section Landscape Maintenance.

3.07 CLEAN-UP AND REPAIR

- A. Remove all trash, seed containers, and ancillary material in and adjacent to the hydroseeded areas on completion of hydroseeding and leave the work area in a neat and orderly manner.
- B. Following application and clean-up minimize all activity on the hydroseeded areas.
- C. Re-apply hydroseed according to this Specification, and at no additional cost to the Owner, to any bare spots prior to final acceptance by the Owners Representative.

3.08 PAYMENT

- A. The Contract unit price paid for Hydroseeding shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.

END OF SECTION

DIVISION 33 UTILITIES

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Storm drain pipe and fittings
 - 2. Manholes, cleanouts, inlets, and other appurtenances

1.2 RELATED REQUIREMENTS

- A. Section 017123 – Field Engineering
- B. Section 310000 – Earthwork
- C. Section 31 2333 – Trenching
- D. California Building Standards Code (CBSC), 2022 Edition.

1.3 REFERENCES

- A. ASTM C478 – Standard Specification for Precast Reinforced Concrete Manhole Sections
- B. ASTM C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
- C. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
- D. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- E. ASTM D 3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- F. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
- G. ASTM D2751 – Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
- H. ASTM F1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

1.4 SUBMITTALS

- A. Submit testing results for proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- B. Submit samples of proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- C. Submit manufacturer cut sheets for piping and appurtenances.
- D. Submit concrete mix design and shop drawings for any cast-in-place concrete structures proposed.

PART 2 – PRODUCTS

2.1 BEDDING AND BACKFILL

- A. Pipe bedding and backfill: As shown on the Plans.

2.2 PLASTIC PIPE

- A. Rubber gasketed PVC gravity sewer pipe conforming to ASTM D-3034, SDR 35 or SDR 26.
- B. Rubber gasketed PVC water pipe conforming to AWWA C900, SDR 25.
- C. HDPE Type "S" (smooth interior, corrugated exterior) pipe with watertight joints conforming to AASHTO designation M 294.

2.3 REINFORCED CONCRETE PIPE

- A. Rubber gasketed reinforced concrete pipe conforming to ASTM C-76, Type 3.

2.4 PERFORATED PIPE

- A. Solvent weld or rubber gasketed perforated solid-wall PVC pipe conforming to one of the following: ASTM D-1785, SCH 40; ASTM D-3034, SDR 35 or SDR 25; or ASTM D-2729.
- B. Perforation pattern shall conform to AASHTO M-27 or ASTM D-2729.

2.5 CONCRETE DRAINAGE STRUCTURES

- A. Cast in place concrete and precast concrete drain inlets shall conform to Section 51, "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Facilities", Section 75 "Miscellaneous Metal" of the Standard Specifications, and these Specifications.
- B. Precast members shall conform to section 70-1.02h, "Precast Concrete Structures", of the standard specifications.
- C. Concrete drainage inlets shall be precast or cast-in-place units conforming to the details shown on the plans.
- D. Concrete manholes shall be precast units conforming to ASTM C 478 and the details shown on the plans.
- E. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.
- F. Plastic pipe connections to concrete structures shall be fitted with a flexible, watertight elastomeric gasket conforming to ASTM C-923 (for PVC pipe), or ASTM F-2510 (for HDPE Type 'S' pipe).
- G. The flow line of drain inlets, 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.
- H. Structures, grates, and covers shall be H-20 load rated if located in vehicular areas, and pedestrian load rated otherwise.
- I. Cast in place concrete structures shall conform to Section 51-7, "Minor Structures" of the Standard Specifications and to the dimensions on the Drawings. Contractor shop drawings shall be required for approval for any cast-in-place concrete.
- J. ADA-compliant grates shall have less than 1/2" clear between bars, and the openings shall be aligned perpendicular to the path of travel. All grates within pedestrian areas shall be ADA-compliant.

2.6 CLEANOUTS

- A. Cleanout boxes: Christy G05T with cast iron traffic rated cover. Cover marked "Storm".
- B. Materials for cleanouts shall be in accordance with the California Plumbing Code and the details on the Construction Drawings. Cleanout risers shall be of the same material as the storm drain line.

2.7 GEOTEXTILE FABRICS

- A. Filter fabric: as indicated on the Drawings.
 - 1. Where not indicated, submit Mirafi 140N or equivalent for approval by the GEOTECHNICAL ENGINEER.
 - 2. Filter fabric for the underground retention chamber system shall be as recommended by the system manufacturer.
- B. Other geotextile fabrics: as indicated on the Drawings or in the Geotechnical Report.
 - 1. If not indicated, submit type appropriate for the intended use for approval by the GEOTECHNICAL ENGINEER
- C. Filter fabric is not used on subsurface drains constructed of Class 2 Permeable Material.

2.8 DRAIN ROCK

- A. Caltrans Permeable Material Class 1A, 1B or 2, as indicated on the Drawings. If not indicated, use Class 2.

2.9 ACCESSORIES

- A. Provide warning tape as specified in Section 312333 – 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 TRENCHING

- A. Perform trenching in accordance with the Plans.

3.3 PIPE COVER

- A. Pipes which are located within vehicular traffic 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. Pipe shall be adequately restrained to prevent floatation or movement during backfilling.

3.4 TESTING

- A. Following placement and compaction of backfill, and prior to the placement of permanent pavement, storm drains shall be cleaned and videoed to verify that the pipeline is free from obstructions (deflections, joint offsets, lateral pipe intrusions, etc.).

END OF SECTION

**GEOTECHNICAL ENGINEERING REPORT
LINCOLN CUNNINGHAM & HAVANA SOLIZ PARKS DEVELOPMENT
LINCOLN STREET
SEASIDE, CALIFORNIA**

February 21, 2024

Prepared for:

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Monterey, CA 93940

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February 21, 2024

File No.: 306430-001

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PROJECT: LINCOLN CUNNINGHAM & HAVANA SOLIZ PARKS DEVELOPMENT
LINCOLN STREET
SEASIDE, CALIFORNIA

SUBJECT: Geotechnical Engineering Investigation and Soil Infiltration Rate Testing

REF.: Proposal for a Geotechnical Engineering Investigation and Soil Percolation
Rate Testing, Lincoln Cunningham & Havana Soliz Parks Development,
Lincoln Street, Seaside, California, by Earth Systems Pacific, Revised
October 19, 2023

Dear Mr. Milam:

Earth Systems Pacific (Earth Systems) has prepared this geotechnical engineering report for use in the development of plans and specifications for the planned Lincoln Cunningham & Havana Soliz Parks Development in Seaside, California. The conclusions and recommendations presented herein are based on our understanding of the currently proposed development, a review of the subsurface conditions revealed by the borings drilled as a part of this investigation, and the results of our engineering analysis. Preliminary geotechnical recommendations for the proposed development are presented herein.

We appreciate the opportunity to assist you on this project. Should you have any questions regarding the contents of this report, please contact the undersigned.

Sincerely,

Earth Systems Pacific

Ajay Singh, GE 3057
Principal Engineer

Doc. No.: 2402-008.SER/mg



Maggy Arias
Staff Engineer



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Boring Logs (7)

Infiltration Logs (2)

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Laboratory Test Results

APPENDIX C

Infiltration Test Results



1.0 INTRODUCTION

Site Setting

The project area includes Lincoln Cunningham Park (APN 012-621-047) and Havana Soliz Park (APN 012-622-012) off Lincoln Street, in Seaside, California. The parcels are in the vicinity of residential neighborhoods and an education school. The middle of the Lincoln Cunningham Park project site has an approximate latitude of 36.6152°N and a longitude of 121.8263°W. The middle of the Havana Soliz Park project site has an approximate latitude of 36.6158°N and a longitude of 121.6301°W. The general location of the sites and other prominent features around the site area are presented in the Site Vicinity Map (Figure 1).

Site Description

The site area is on two parcels (APN's 012-621-047 & 012-622-012) both located on Lincoln Street, in Seaside, California. Lincoln Cunningham Park is bounded by San Pablos Avenue to the southwest and residential homes in all directions. Havana Soliz Park is bounded by Lincoln Street to the west, Havana Street to the east, and residential neighborhoods to the north and south. At the time of the investigation, both sites are active community park with hardscapes, trees, and trails. In addition, Lincoln Cunningham Park has an existing basketball court in the center of the park. Details of the site use are shown on Figure 2 and Figure 3.

Project Description

A review of the plans prepared by *BFS Landscape Architects*, dated September 21, 2023, indicate that improvements at Lincoln Cunningham Park will consist of construction of trails/pathways, play and fitness areas, an amphitheater, and a restroom building. Additional site plans provided for Havana Soliz Park indicate that improvements will include trails/pathways and play areas. Exact plans for the play areas were not available at the time of this report, but it is our understanding that the play areas will contain play structures and be covered in either a rubberized surface or engineered wood fiber surface. Final grading plans were not provided at the time of this report, but we anticipate the grading to be moderate with cuts and fills of approximately four feet.



Scope of Services

The scope of work for the geotechnical engineering report included: 1) general site reconnaissance by our Senior Engineering Geologist to review existing site conditions and to evaluate access conditions for our drilling equipment; 2) exploration of subsurface soil and groundwater conditions from a geotechnical engineering standpoint; 3) laboratory testing of soil samples collected from the site to measure the pertinent geotechnical engineering properties, 4) evaluation/analysis of the subsurface data collected from the site from a geotechnical engineering standpoint; and 5) preparation of this report. The analysis and engineering recommendations presented in the following sections of this report are based on our understanding of the proposed site development plans and our experience with projects of a similar nature.

The report and recommendations are intended to comply with the considerations of Section 1803 of the California Building Code (CBC), 2022 Edition, and common geotechnical engineering practice in this area at this time under similar conditions.

Preliminary geotechnical recommendations for site preparation and grading, foundations, slabs-on-grade, exterior flatwork, utility trenches, site drainage management, and geotechnical observation and testing are presented to guide the development of project plans and specifications. It is our intent that this report be used by the client to form the geotechnical basis of the design of the project as described herein, and in the preparation of plans and specifications.

Detailed evaluation of the site geology and potential geologic hazards, and analyses of the soil for mold or other microbial content, asbestos, radioisotopes, hydrocarbons, or other chemical properties are beyond the scope of this report. This report also does not address issues in the domain of contractors such as, but not limited to, site safety, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, shoring, temporary slope angles, and construction means and methods. Ancillary features such as temporary access roads, fences, light poles, and non-structural fills are not within our scope and are also not addressed.



To verify that pertinent issues have been addressed and to aid in conformance with the intent of this report, it is requested that final grading and foundation plans be submitted to this office for review. In the event that there are any changes in the nature, design, or locations of improvements, or if any assumptions used in the preparation of this report prove to be incorrect, the conclusions and recommendations contained herein should not be considered valid unless the changes are reviewed, and the conclusions of this report are verified or modified in writing by the geotechnical engineer. The criteria presented in this report are considered preliminary until such time as they are verified or modified in writing by the geotechnical engineering in the field during construction.

2.0 GEOLOGIC AND SEISMIC SETTING

The sites are mapped as younger dune deposits (Qod1) as mapped by Clark et. al. (1997). The site is located within a seismically active region of California, but outside State of California Alquist-Priolo Earthquake Fault Zones. An inferred, concealed trace of the Chupines fault zone (Del Rey Oaks section), locally mapped as the Ord Terrace fault, is mapped passing through Lincoln Cunningham Park according to the Geologic Hazards Map for Monterey County (accessed online) and Clark et. al. (1997). The fault is considered late Quaternary and poorly constrained (inferred) on the U.S. Geological Survey Fold and Fault Database, accessed on Google Earth. The fault is not considered active.

The approximate center of the project areas, located at Lincoln Street, is approximately 3.0 miles northeast of the Monterey Bay-Tularcitos fault, 5.6 miles southwest of the Zayante-Vergeles fault, 11.0 miles northeast of the San Gregorio (So) fault, and 22.9 miles southwest of the San Andreas Fault (Santa Cruz Mountains Section). Using information from recent earthquakes, improved mapping of active faults, and a new model for estimating earthquake probabilities, the 2014 Working Group on California Earthquake Probabilities updated the 30 years earthquake forecast for California. A summary of the significant faults in the near vicinity of the site and their respective potential moment magnitudes are listed below.

**Major Active Faults**

Fault	Distance from Site (miles)	Probability of $M_w \geq 6.7$ within 30 Years¹
Monterey Bay - Tularcitos	3.0 (NE)	1.2%
Rinconada	5.6 (SW)	<1%
San Gregorio (So)	11.0 (NE)	1.5%
San Andreas (Santa Cruz Mtn)	22.9 (SW)	15.8%

¹ Working Group on California Earthquake Probabilities, 2015**3.0 FIELD INVESTIGATION****Subsurface Exploration**

Earth Systems evaluated subsurface soil and groundwater conditions at the site by drilling seven (7) exploratory borings and two (2) infiltration test holes on December 7, 2023, at the approximate locations shown on the Boring and Infiltration Location Maps (Figure 2 and Figure 3). Details of subsurface soil conditions revealed by the borings are shown on the logs of borings included in Appendix A.

The exploratory borings were drilled using a truck-mounted B-24 drilling rig equipped with 7-inch diameter hollow stem augers. The soil borings were drilled and sampled to a maximum depth of approximately 30 feet below the ground surface (bgs). The drilling process consisted of augering to the desired depth and upon reaching that depth, a standard sampler connected to steel rods was lowered into the hole. The standard samplers were driven into undisturbed ground with a 140-pound, safety hammer falling about 30 inches per drop. The samplers were driven up to 18 inches and the hammer blows required to drive every six inches of the samplers were recorded and are presented on the boring logs. This information was used to interpret soil consistency/density.

Two additional borings were drilled to depths of approximately 4 to 7 feet bgs for infiltration testing purposes. The infiltration test holes were drilled using a truck mounted B-24 drilling rig equipped with 4-inch solid stem augers.



Our staff engineer supervised the drilling program, described the soil conditions revealed by the boring to create a continuous log, and collected representative samples for laboratory testing. The boring logs show soil description including color, major and minor components, USCS classification, changes in soil conditions with depth, moisture content, consistency/density, plasticity, sampler type, and sampling depths and laboratory test results. Copies of the boring logs advanced for this investigation are presented in Appendix A.

Subsurface Profile

A review of the logs of exploratory borings advanced at the site by Earth Systems indicates that the general soil profile consists of loose to medium dense silty sands and poorly graded sands to the bottom of borings, which is consistent with the older dune sand deposits mapped by Hartwell, et al. (2016). The near surface soils are sandy soils with low plasticity, indicating the soils have low expansion potentials. Copies of the logs of borings drilled for this investigation are presented in Appendix A.

Groundwater was not encountered to 20 feet bgs, the maximum depth of exploration in the soil borings drilled as a part of this investigation. It should be noted, however, that fluctuations in the level of subsurface water can occur due to variations in rainfall, temperature, and recharge, and groundwater levels should not be considered constant.

4.0 DATA ANALYSIS

Laboratory Testing

Samples collected during the subsurface exploration were tested in our laboratory to determine properties and index values from a geotechnical engineering standpoint. Tests included measurement of dry density and moisture content (ASTM D 2937) and grain size distribution (ASTM D 7928-16). The results of the tests performed to measure grain size distribution and moisture content and dry density were used to aid in soil classification and to help interpret variations in soil types. Copies of the laboratory test results are presented in Appendix B.



Subsurface Soil Classification

Based on the data acquired during our subsurface investigation (See Appendix A), the site is assigned to Site Class D ("Stiff Soil") as defined by Table 20.3-1 of ASCE 7-16. The 2022 CBC parameters assume that the buildings will conform to ASCE 7-16 11.4.8 - Exception No. 2.

Seismic Design Parameters

The Monterey Bay area is recognized by geologists and seismologists as one of the more seismically active regions in the United States. The significant earthquakes in this area are generally associated with crustal movement along well-defined, active fault zones which regionally trend in a northwesterly direction. Although research on earthquake prediction has greatly increased in recent years, seismologists are still not able to predict when and where an earthquake will occur with a high level of certainty. Nevertheless, based on current technology, it is reasonable to assume that the proposed development will be subjected to at least one moderate to severe earthquake during its lifetime. During such an earthquake, the danger from fault offset on the site is low, but strong shaking of the site is likely to occur and, therefore, the project should be designed in accordance with the seismic design provisions of the latest California Building Code. The California Building Code seismic design parameters are not intended to prevent structural damage during an earthquake, but to prevent structural collapse and minimize loss of life.

The following seismic design parameters represent the general procedure as outlined in Section 1613 of the California Building Code and in ASCE 7-16. The values determined below are based on maps referenced in ASCE 7-16 and were obtained using the Office of Statewide Health Planning and Development Seismic Design Maps Web Application (OSHDP).

**Summary of Seismic Parameters - CBC 2022****Lincoln Cunningham Park**

(Site Coordinates 36.6152 °N, 121.8263°W)

Parameter	Design Value
Site Class	D
Mapped Short Term Spectral Response Parameter, (S_s)	1.353g
Mapped 1-second Spectral Response Parameter, (S_1)	0.496g
Site Coefficient, (F_a)	1
Site Coefficient, (F_v)	1.804 ^{1,2}
Site Modified Short Term Response Parameter, (S_{Ms})	1.353g
Site Modified 1-second Response Parameter, (S_{M1})	0.895 g ¹
Design Short Term Response Parameter, (S_{Ds})	0.902g
Design 1-second Response Parameter, (S_{D1})	0.596g ¹
Site Modified Peak Ground Acceleration (PGA_M)	0.628g

¹ The 2022 parameters are based on the assumption that the buildings will conform to ASCE 7- 16 11.4.8 - Exception No. 2.

² The 2022 CBC F_v parameter shall only be used for calculation of T_s . (ASCE Table 11.4-2, Supplement 1, Note a)

Static Settlement

The restroom building loads are anticipated to be fairly light, therefore anticipated static settlements of the structure supported on foundations designed and constructed per the recommendations included in this report are on the order of 1 inch with a differential settlement of ½ inch.

5.0 CONCLUSIONS**General**

The subject site is suitable for the proposed development including the lightly loaded structures from a geotechnical engineering standpoint, provided the recommendations included in this report are incorporated into the design and implemented during site grading and foundation construction. The primary geotechnical concern is the presence of loose sandy soils.



Site Preparation and Grading

Final grading plans were not available during the preparation of this report; however, it is our understanding that the two parks will have cuts and fills on the order of four feet. Removal (over-excavation) and replacement of the upper native soil as compacted engineered fill are recommended to lessen settlement of loose soils in the upper native soil and reduce differential fill thickness in cut/fill pad areas to provide more uniform support for foundations, concrete slabs, and other improvements in the areas to receive structures and concrete flatwork.

Soil Expansion Potential

The soils likely to be encountered at the proposed excavation levels consist of silty sands which are likely to be either non-plastic or have low plasticity; therefore, no special measures with respect to expansive soils are considered necessary.

Foundations

The anticipated light restroom building loads may be adequately supported by conventional spread/strip footings. Exact fitness and play structures were not available at the time of this report. Details of the foundation recommendations are included in the following sections of the report.

Groundwater

Groundwater was not encountered in the soil borings drilled for this investigation to the maximum depths explored. Variations in rainfall, temperature, and other factors may affect water levels, and therefore depths to groundwater should not be considered constant; however, groundwater is not expected to have an adverse effect on the construction of the proposed development.

6.0 RECOMMENDATIONS

Site Preparation and Grading

General Site Preparation

1. The site should be prepared for grading by removing existing trees, organics, other vegetation, large roots, debris, and other potentially deleterious materials from areas to receive improvements. The site preparation operations should be observed by the geotechnical engineer prior to continuing grading. Compaction recommendations for site grading can be found later in this section.



2. Existing utility lines that will not be serving the proposed project should be either removed or abandoned. The appropriate method of utility abandonment will depend upon the type and depth of the utility. Recommendations for abandonment can be made as necessary.
3. Loose, disturbed soil within the proposed building and play structure areas should be overexcavated to a depth of approximate three feet below the final subgrade elevation. The lateral extent of the over-excavation should extend at least five feet beyond the footings of the proposed improvements, as determined in the field by the geotechnical engineer during grading operations. The exposed ground should be reviewed by the geotechnical engineer to determine the need for additional excavation work. The bottom of the overexcavation should be cross-scarified to a depth of 8 inches. The soils should then be moisture conditioned to at least two percentage points above optimum moisture content and recompact to a minimum of 90 percent of maximum dry density.
4. To reduce the potential for differential settlement under the cut/fill building pad the soil should be removed (over-excavation) from the cut portion of the pad and replaced as compacted fill to provide a relatively uniform depth of compacted fill beneath the structure. The soil should be over-excavated as necessary to provide a minimum of three feet of compacted material below the non-expansive fill section. The bottom of the overexcavation should be cross-scarified to a depth of 8 inches. The soil should then be moisture conditioned to at least 2 percentage points above optimum moisture content and recompact to a minimum of 90 percent of maximum dry density. Prior to compaction, the soil should be cleared of any rock, debris, and irreducible material larger than 3 inches in diameter. This over excavation and recompaction effort should extend at least 5 feet beyond the footprint of the new structure.
5. Ruts or depressions resulting from the removal of the previous utilities, tree root systems, and abandoned and/or buried structures, buried debris, and remnants of the former use of the site that are discovered during site grading should be removed and properly cleaned out down to undisturbed native soil. The bottoms of the resulting depressions should be scarified and cross-scarified at least 8 inches in depth, moisture conditioned and recompact. The depressions should then be backfilled with approved, compacted, moisture conditioned structural fill, as recommended in other sections of this report.



6. Site clearing and backfilling operations should be conducted under the field observation of the geotechnical engineer. The geotechnical engineer should be notified at least 48 hours prior to commencement of grading operations.

Compaction Recommendations

1. In general, the underlying native soil should be scarified at least 8 inches, moisture conditioned and recompact to the recommended relative compaction presented below, unless noted otherwise. This scarification operation should be performed at locations designated for proposed structural fill, exterior flatwork, foundations, and pavement.
2. Recompact native soils and fill soils should be compacted to a minimum relative compaction of 90 percent of maximum dry density at a moisture content above optimum.
3. In areas to be paved, the upper 8 inches of subgrade soil should be compacted to a minimum of 92 percent of maximum dry density at a moisture content above optimum. The aggregate base courses should be compacted to a minimum 95 percent of maximum dry density at a moisture content that is slightly over optimum. The subgrade and base should be firm and unyielding when proof-rolled with heavy, rubber-tired equipment prior to paving. The pavement subgrade soils should be periodically moistened as necessary prior to placement of the aggregate base to maintain the soil moisture content near optimum.

Fill Recommendations

1. Structural fill is defined herein as a native or import fill material which, when properly compacted, will support foundations, building slabs, pavements, and other fills. The on-site native fill soils that are free of debris, organics, and other deleterious material, may be used as structural fill.



2. Import fill (other than the nonexpansive import) should meet the following criteria:
 - a. Be coarse grained and have a plasticity index of less than 15 and/or an expansion index less than 20;
 - b. Be free of organics, debris or other deleterious material;
 - c. Have a maximum rock size of 3 inches; and
 - d. Contain sufficient clay binder to allow for stable foundation and utility trench excavations.
3. A representative sample of the soil proposed to be imported to the site should be submitted at least three to four days before being transported to the site for evaluation by the geotechnical engineer. During importation to the site the material should be further reviewed on an intermittent basis.

Foundations

Conventional Strip/Spread Footing Foundations

1. The proposed lightly loaded structures and play features can be supported by conventional strip/spread footings bearing in firm recompacted engineered fill soil or native soils. The footings should have minimum depths of 18 inches below the lowest adjacent soil pad grade. The footing excavations should be observed by the Geotechnical Engineer prior to placement of formwork or reinforcement.
2. The actual design of the foundation, including detailed reinforcing requirements, should be determined by the engineer performing the structural analysis of the building and the supporting foundations.
3. The footings with minimum trenching depth of 18 inches below lowest adjacent grade should be designed using a maximum allowable bearing capacity of 2,000 psf dead plus live load for both spread and strip footings. This value may be increased by one-third when transient loads such as wind or seismicity are included.



4. The minimum width of continuous footings should be 12 inches. Isolated spread footings should be a minimum of 18 inches wide.
5. Resistance to lateral loads should be calculated based on a passive equivalent fluid pressure of 300 pcf and a friction factor of 0.35. Passive and frictional resistance can be combined in the calculations without reductions. These values are based on the assumption that backfill adjacent to foundations is properly compacted to the grading specifications discussed above.
6. The foundation excavations should be moisture conditioned over optimum to close any desiccation cracks prior to the placement of concrete, as recommended by the Geotechnical Engineer in the field. Foundation excavations should be free of excessive slough prior to placement of concrete and reinforcing steel to verify the bearing capacity of the soil, the adequacy of the moisture conditioning, or to recommend additional moisture conditioning, if deemed necessary.

Concrete Slab-on-Grade Construction

1. Slabs-on-grade should have a minimum thickness of 4 full inches and be reinforced as directed by the architect/engineer.
2. In areas where moisture transmitted from the subgrade would be undesirable, or where moisture sensitive materials will be stored directly on the slab, a capillary break system that consists of a vapor retarder of 15 mil minimum thickness and a 4-inch-thick, clean crushed rock layer should be placed above the pad subgrade to serve as a capillary break. Any concrete slab which may experience vehicular loading should be underlain by either 6 inches of crushed rock or compacted aggregate base.
3. A vapor retarder should be provided above the cushion rock in the slab areas. The vapor retarder should comply with ASTM Standard Specification E 1745-17 and the latest recommendations of ACI Committee 302. The vapor retarder should be installed in accordance with ASTM Standard Practice E 1643-18a. Care should be taken to properly lap and seal the vapor retarder, particularly around utilities, and to protect it from damage during construction.



4. It is not recommended to place a sand layer over the vapor retarder. However, if sand, gravel or other permeable material is to be placed over the vapor retarder, the material over the vapor retarder should be only lightly moistened and not saturated prior to casting the slab. Excess water above the vapor retarder would increase the potential for moisture damage to floor coverings. Recent studies, including those by ACI Committee 302, have concluded that excess water above the vapor retarder would increase the potential for moisture damage to floor coverings and could increase the potential for mold growth or other microbial contamination. These studies also concluded that it is preferable to eliminate the sand layer and place the slab in direct contact with the vapor retarder, particularly during wet weather construction. However, placing the concrete directly on the vapor retarder would require special attention to using the proper vapor retarder, concrete mix design, and finishing and curing techniques.
5. When concrete slabs are in direct contact with vapor retarders, the concrete water to cement (w/c) ratio must be correctly specified to control bleed water and plastic shrinkage and cracking. The concrete w/c ratio for this type of application is typically in the range of 0.45 to 0.50. The concrete should be properly cured to reduce slab curling and plastic shrinkage cracking. Concrete materials, placement, and curing methods should be specified by the architect/engineer.

Exterior Flatwork

1. Exterior concrete flatwork should have a minimum thickness of 4 full inches and should be reinforced as directed by the architect/engineer. Due to the low expansion potential of the soil, exterior flatwork can be cast directly upon the compacted subgrade soil. However, a 2 to 4-inch cushion of compacted aggregate base would enhance the flatwork performance.
2. Exterior flatwork adjacent to the proposed restroom building should be designed to be independent of the foundation. The flatwork should not be doweled to foundations and a structural separator should be placed between the two.



3. To reduce shrinkage cracks in concrete, the concrete aggregates should be of appropriate size and proportion, the water/cement ratio should be low, the concrete should be properly placed and finished, contraction joints should be installed, and the concrete should be properly cured. Concrete materials, placement and curing specifications should be at the direction of the designer; ACI 302.1R-04 and ACI 302.2R-04 are suggested as resources for the designer in preparing such specifications.

Utility Trench Backfills

1. A select, noncorrosive, granular, easily compacted material should be used as bedding and shading immediately around utility pipes. The site soils may be used for trench backfill above the select material. However, if obtaining compaction is difficult with the site soils, use of a more easily compacted sand may be desirable. The upper foot of backfill in unimproved areas should consist of native material to reduce the potential for seepage of water into the backfill.
2. Trench backfill in the upper 8 inches of subgrade beneath pavement areas should be compacted to 92 percent of maximum dry density at a moisture content at least 2 percentage points above optimum moisture content and the aggregate base courses should be compacted to a minimum 95 percent of maximum dry density at a moisture content at least 2 percentage points over optimum. Trench backfill in other areas should be compacted to a minimum of 90 percent of maximum dry density at a moisture content at least 2 percentage points above optimum moisture content. Jetting of utility trench backfill should not be allowed. For public utilities, the trench backfill and compaction requirements should be in accordance with the requirements of the City of Seaside.
3. Where utility trenches extend under perimeter foundations, the trenches should be backfilled entirely with approved fill soil compacted to a minimum of 90 percent of maximum dry density at a moisture content at least 2 percentage points above optimum moisture content. The zone of approved fill soil should extend a minimum distance of 2 feet on both sides of the foundation. If utility pipes pass through sleeves cast into the perimeter foundations, the annulus between the pipes and sleeves should be completely sealed.



4. Parallel trenches excavated in the area under foundations defined by a plane radiating at a 45-degree angle downward from the bottom edge of the footing should be avoided, if possible. Trench backfill within this zone, if necessary, should consist of Controlled Density Fill (Flowable Fill).

Management of Site Drainage and Finish Improvements

1. Unpaved ground surfaces should be finish graded to direct surface runoff away from the building areas at a minimum 5 percent grade for a minimum distance of 10 feet. If this is not practical due to the terrain or other site features, swales with improved surfaces should be provided to divert drainage away from improvements. The landscaping should be planned and installed to maintain proper surface drainage conditions.
2. Runoff from driveways, roof gutters, downspouts, planter drains, and other improvements should discharge in a non-erosive manner away from foundations, pavements, and other improvements in accordance with the requirements of the governing jurisdictions.
3. Stabilization of surface soils, particularly those disturbed during construction, by vegetation or other means during and following construction is essential to protect the site from erosion damage. Care should be taken to establish and maintain vegetation.
4. Raised planter beds adjacent to foundations should be provided with sealed sides and bottoms so that irrigation water is not allowed to penetrate the subsurface beneath foundations. Outlets should be provided in the planters to direct accumulated irrigation water away from foundations.
5. Open areas adjacent to exterior flatwork should be irrigated or otherwise maintained so that constant moisture conditions are created throughout the year. Irrigation systems should be controlled to the minimum levels that will sustain the vegetation without saturating the soil.



Geotechnical Observation and Testing

1. It must be recognized that the recommendations contained in this report are based on a limited number of borings and rely on continuity of the subsurface conditions encountered.
2. It is assumed that the Geotechnical Engineer will be retained to provide consultation during the design phase, to interpret this report during construction, and to provide construction monitoring in the form of testing and observation.
3. Unless otherwise stated, the terms "compacted" and "recompacted" refer to soils placed in level lifts not exceeding 8 inches in loose thickness and compacted to a minimum of 90 percent of maximum dry density. The standard tests used to define maximum dry density and field density should be ASTM D 1557-12 and ASTM D 6938-17a, respectively, or other methods acceptable to the Geotechnical Engineer and jurisdiction.
4. "Moisture conditioning" refers to adjusting the soil moisture to at least 3 percentage points above optimum moisture content prior to application of compactive effort. If the soils are overly moist so that they become unstable, or if the recommended compaction cannot be readily achieved, drying the soil to optimum moisture content or just above may be necessary. Placement of gravel layers or geotextiles may also be necessary to help stabilize unstable soils. The Geotechnical Engineer should be contacted for recommendations for mitigating unstable soils.
5. At a minimum, the following should be provided by the Geotechnical Engineer:
 - Review of final grading and foundation plans
 - Professional observation during site preparation, grading, and foundation excavation
 - Oversight of soil compaction testing during grading
 - Oversight of soil special inspection during grading



6. Special inspection of grading should be provided as per Section 1705.6 and Table 1705.6 of the CBC; the soils special inspector should be under the direction of the Geotechnical Engineer. In our opinion, the following operations should be subject to *continuous* soils special inspection:
 - Scarification and compaction
 - Fill placement and compaction
 - Over-excavation to the recommended depth
7. In our opinion, the following operations may be subject to *periodic* soils special inspection; subject to approval by the Building Official:
 - Site preparation
 - Compaction of utility trench backfill
 - Removal of existing development features
 - Compaction of subgrade and aggregate base
 - Observation of foundation excavations
8. It will be necessary to develop a program of quality control prior to beginning grading. It is the responsibility of the owner, contractor, or project manager to determine any additional inspection items required by the architect/engineer or the governing jurisdiction.
9. The locations and frequencies of compaction tests should be as per the recommendations of the geotechnical engineer at the time of construction. The recommended test locations and frequencies may be subject to modification by the Geotechnical Engineer based upon soil and moisture conditions encountered, the size and type of equipment used by the contractor, the general trend of the compaction test results, and other factors.



10. A preconstruction conference among a representative of the owner, the Geotechnical Engineer, soils special inspector, the architect/engineer, and contractors is recommended to discuss planned construction procedures and quality control requirements. Earth Systems should be notified at least 48 hours prior to beginning grading operations.

7.0 INFILTRATION RATE TESTING

Earth Systems conducted soil infiltration rate testing for use in the design of the biofiltration basins at the areas chosen for infiltration rate testing. One test was performed at each of the parks.

The test holes were drilled using a 4-inch diameter solid stem auger. Infiltration test holes were drilled to depths of 4 to 7 feet bgs. The test hole locations are shown on the attached Boring and Infiltration Location Maps (Figure 2 and Figure 3).

The infiltration tests were conducted in general accordance with the Shallow Quick Infiltration Testing Methodology, as detailed in the document Native Soil Assessment for Small Infiltration-Based Stormwater Control Measures prepared by Earth Systems Pacific for the Central Coast Low Impact Initiative (2013). Perforated PVC pipes were placed in the borings, and the annular spaces were backfilled with gravel. They were then filled with water, and the water level was maintained for approximately 30 minutes (i.e. kept at a constant head). From that point on, the tests were conducted as a falling head test, and measurements were taken as the water level dropped. Copies of the infiltration test results are included in Appendix C.

These test results only indicate the infiltration rates at the specific locations and under specific conditions. Sound engineering judgment should be exercised in extrapolating the test results for other conditions or locations. Please note that the test results incorporate both downward and horizontal fluxes of water. Therefore, the test results will need to be adjusted to estimate the downward infiltration rates for assessment of the storm water percolation facilities. Technical design references vary in methods they present for using these types of test results. However, most references include reduction and/or correction factors for several parameters including, but not limited to, size of the storm water percolation system relative to the test volume, number of tests conducted, variability in the soil profile, anticipated silt loading,



anticipated biological buildup, anticipated long-term maintenance, and other factors. Assessment of the storm water infiltration system should select the appropriate reduction and/or correction factors based on these considerations.

It is also pointed out that the measured rates were for undisturbed native soils, and that site grading, fill placement, and soil compaction can have significant effects on the actual infiltration rates that will be experienced following construction.

8.0 CLOSURE

This report is valid for conditions as they exist at this time for the type of project described herein. Our intent was to perform the investigation in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the locality of this project at this time under similar conditions. No representation, warranty, or guarantee is either expressed or implied. This report is intended for the exclusive use by the client as discussed in the Scope of Services section. Application beyond the stated intent is strictly at the user's risk. If changes with respect to the project type or location become necessary, if items not addressed in this report are incorporated into plans, or if any of the assumptions stated in this report are not correct, Earth Systems should be notified for modifications to this report. Any items not specifically addressed in this report should comply with the California Building Code and the requirements of the governing jurisdiction.

The preliminary recommendations of this report are based upon the geotechnical conditions encountered during the investigation and may be augmented by additional requirements of the architect/engineer, or by additional recommendations provided by this firm based on conditions exposed at the time of construction.

If Earth Systems is not retained to provide construction observation and testing services, it will not be responsible for the interpretation of the information by others or any consequences arising there from.



This document, the data, conclusions, and recommendations contained herein are the property of Earth Systems. This report should be used in its entirety, with no individual sections reproduced or used out of context. Copies may be made only by Earth Systems, the client, and his authorized agents for use exclusively on the subject project. Any other use is subject to federal copyright laws and the written approval of Earth Systems.

Thank you for this opportunity to have been of service. Please feel free to contact our office at your convenience if you have any questions regarding this report.



FIGURES

Figure 1 – Site Vicinity Map

Figure 2 – Boring and Infiltration Location Map – Lincoln Cunningham Park

Figure 3 – Boring and Infiltration Location Map – Havana Soliz Park

Figure 1

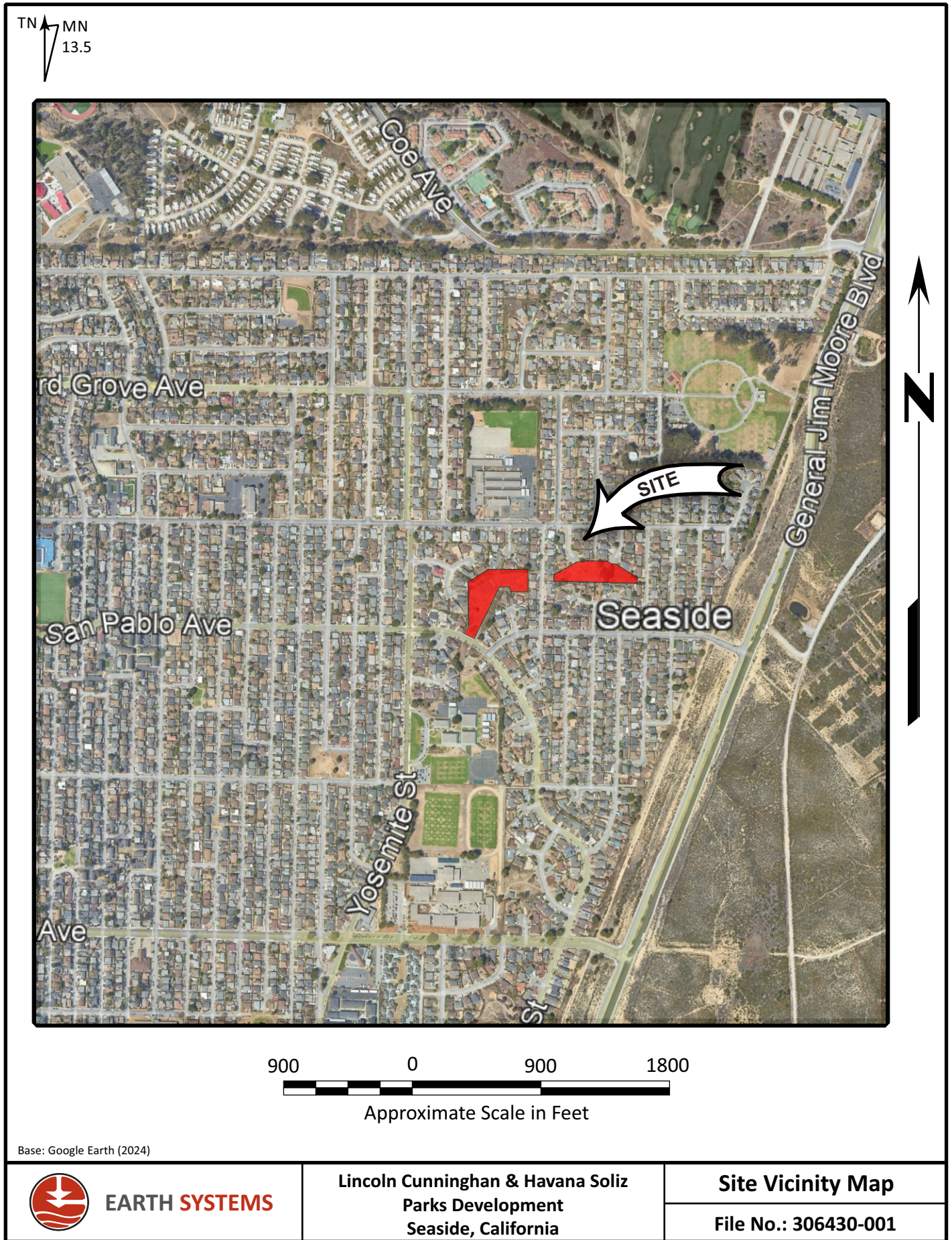
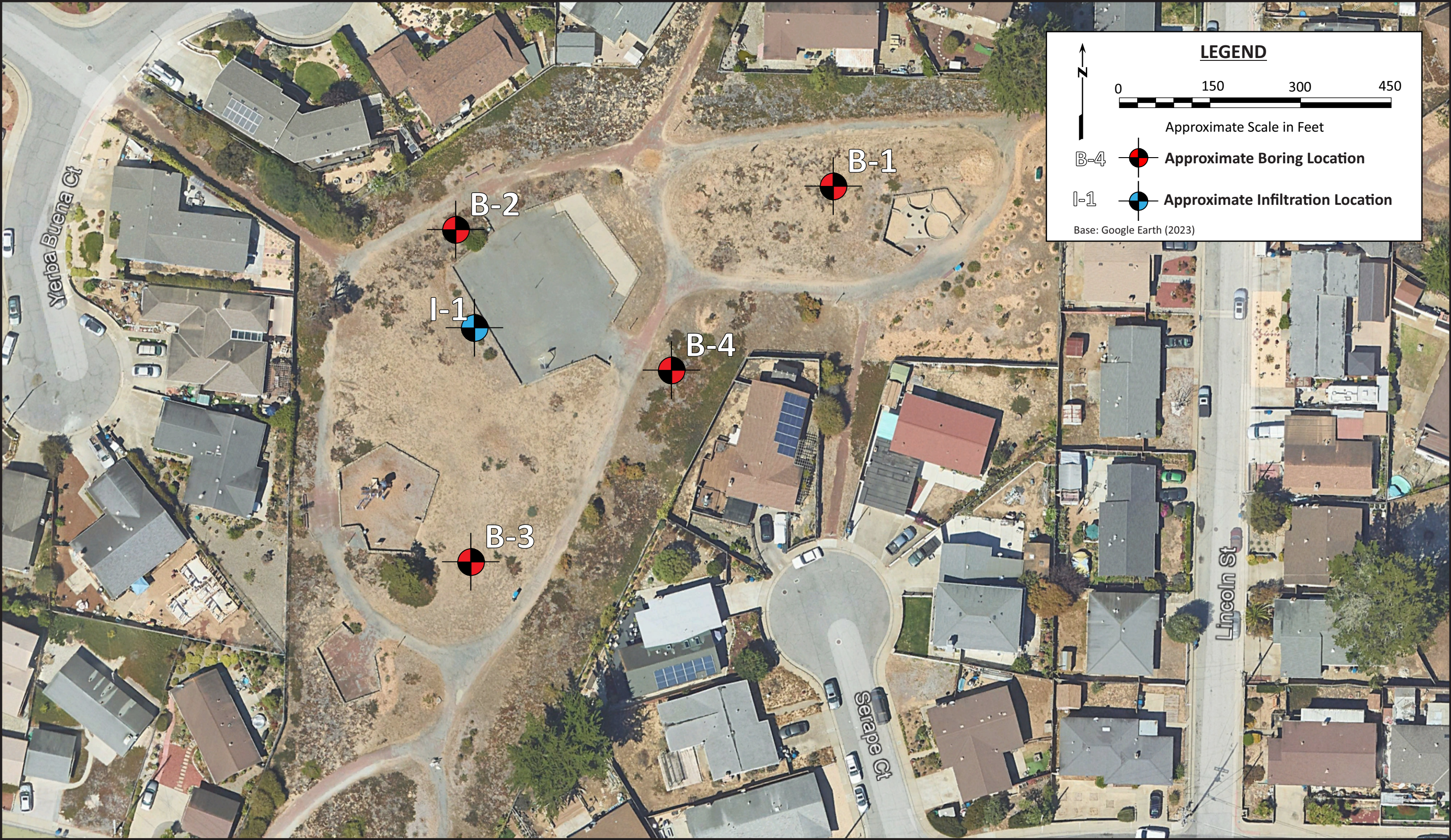


Figure 2



EARTH SYSTEMS

Lincoln Cunningham Park
Lincoln Street
Seaside, California

Boring and Infiltration Location Map

File No.: 306430-001

Figure 3



EARTH SYSTEMS

Havana Soliz Park
Lincoln Street
Seaside, California

Boring and Infiltration Location Map

File No.: 306430-001



APPENDIX A

Boring Logs (7)
Infiltration Logs (2)



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-1
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Lincoln Cunningham Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0	SM		SILTY SAND; light brown, moist, fine grained sand						
1	SM		SILTY SAND; orange brown, moist, medium dense, fine grained sand, trace rootlets [Percent Fines = 4]	1.5 - 2.0	1-1	■	96.2	5.1	7
2				2.0 - 2.5	1-2	■			9
3									10
4				4.0 - 4.5	1-3	■	100.6	4.3	5
5									10
6	SP		POORLY GRADED SAND; pale yellow brown, moist, medium dense, fine grained sand	6.0 - 6.5	1-4	■			11
7									5
8									7
9									10
10				9.5 - 10.0	1-5	■			11
11									15
12									
13									
14				14.5 - 15.0	1-6	●			5
15									8
16									10
17									
18									
19									7
20				19.5 - 20.0	1-7	●			14
21			Boring terminated at 20 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.						18
22									
23									
24									
25									
26									

LEGEND: ■ 2.5" Mod Cal Sample □ Shelby ● SPT ○ Bulk Sample ▽ Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-2
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Lincoln Cunningham Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0 - 1 - 2 - 3 - 4 - 5 - 6 - 7	SM		SILTY SAND; light brown, moist, medium dense, fined grained sand, trace rootlets - orange brown	2.0 - 2.5	2-1		102.2	2.5	3 7 10
8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20	SP		POORLY GRADED SAND; yellowish brown, moist, medium dense, fine grained sand - dense	4.0 - 4.5 6.0 - 6.5	2-2 2-3	 	105.3	4.2	5 7 9 4 6 8
21 - 22 - 23 - 24 - 25 - 26			Boring terminated at 20 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.	9.5 - 10.0 14.5 - 15.0 19.5 - 20.0	2-4 2-5 2-6	 			6 8 11 8 13 21 7 12 20

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-3
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Lincoln Cunningham Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0 - 1 - 2 -	SM		SILTY SAND; light brown, moist, loose, fine grained sand, trace gravels, trace rootlets	2.0 - 2.5	3-1		97.5	4.8	5 4 2
3 - 4 - 5 -	SM		SILTY SAND; dark brown, moist, loose, fine grained sand, trace of gravel	4.0 - 4.5 4.0 - 4.5	3-2 3-3	 	102.1	4.6	2 2 4
6 - 7 - 8 - 9 -				6.0 - 6.5	3-4				3 5 6
10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 -			Boring terminated at 10 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.	9.5 - 10.0	3-5				3 5 5

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling.
Subsurface conditions may differ at other locations and times.



AUGER TYPE: 7" Hollow Stem Auger

DATE: 12/07/2023

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-5
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Havana Soliz Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0 - 1 - 2 - 3	SM		SILTY SAND; yellow brown, moist, loose, fine grained sand, trace rootlets	1.5 - 2.0 2.0 - 2.5	5-1 5-2		95.0	1.9	5 6 9
3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20	SP		POORLY GRADED SAND; yellow brown, moist, loose, fine grained sand	4.0 - 4.5 6.0 - 6.5	5-3 5-4		104.3	2.9	4 7 8 4 6 9
9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20			medium dense	9.5 - 10.0	5-5				5 9 11
14 - 15 - 16 - 17 - 18 - 19 - 20			dense	14.5 - 15.0	5-6				5 9 11
19.5 - 20.0				19.5 - 20.0	5-7				5 9 11
20 - 21 - 22 - 23 - 24 - 25 - 26			Boring terminated at 20 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.						

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-6
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Havana Soliz Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0 - 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 -	SM		SILTY SAND; orange brown, moist, medium dense, fine grained sand, trace rootlets	2.0 - 2.5	6-1		99.3	2.6	5 8 9
				6.0 - 6.5	6-2				7 13 19
			- trace rootlets	9.5 - 10.0	6-3				6 8 8
			Boring terminated at 10 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.						

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 7" Hollow Stem Auger

Boring B-7
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Havana Soliz Parks Development Lincoln Street Seaside, California	SAMPLE DATA					
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN. POCKET PEN (t.s.f)
0 - 1 - 2 - 3 - 4 - 5 -	SM		SILTY SAND; orange brown, moist, medium dense, fine grained sand	2.0 - 2.5	7-1		103.2	5.4	8 9 9
6 - 7 - 8 - 9 -	SP		POORLY GRADED SAND; pale yellow brown, moist, loose, fine grained sand	6.0 - 6.5	7-3				6 9 10
10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 -			- trace rootlets	9.5 - 10.0	7-4				5 7 8
			Boring terminated at 10 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.						

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 4" Solid Stem Auger

Infiltration No. I-1
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Lincoln Cunningham Parks Development Lincoln Street Seaside, California	SAMPLE DATA						
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.	POCKET PEN (t.s.f)
0 - 1 - 2 - 3 - 4 - 5 - 6 - 7	SM		SILTY SAND; dark brown, moist, fine grained sand, trace gravels, trace rootlets							
8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 -			Infiltration test hole terminated at 7 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.							

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: M. Arias
RIG TYPE: B-24
AUGER TYPE: 4" Solid Stem Auger

Infiltration No. I-2
PAGE 1 OF 1
FILE NO.: 306430-001
DATE: 12/07/2023

DEPTH (feet)	USCS CLASS	SYMBOL	Havana Soliz Parks Development Lincoln Street Seaside, California	SAMPLE DATA						
			SOIL DESCRIPTION	INTERVAL (feet)	SAMPLE NUMBER	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.	POCKET PEN (t.s.f)
0	SM		SILTY SAND; yellow brown, moist, fine grained sand, trace rootlets							
1										
2										
3										
4	SP		POORLY GRADED SAND; yellow brown, moist, fine grained sand							
5			Infiltration test hole terminated at 4 feet below ground surface. Groundwater was not encountered to the maximum depth of drilling.							
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										

LEGEND: 2.5" Mod Cal Sample Shelby SPT Bulk Sample Groundwater

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



APPENDIX B

Laboratory Test Results



Lincoln Cunningham & Havana Soliz Parks

306430-001

BULK DENSITY TEST RESULTS

ASTM D 2937-17 (modified for ring liners)

December 12, 2023

BORING NO.	DEPTH feet	MOISTURE CONTENT, %	WET DENSITY, pcf	DRY DENSITY, pcf
B1-2	2.0 - 2.5	5.1	101.2	96.2
B1-3	4.0 - 4.5	4.3	105.0	100.6
B2-1	2.0 - 2.5	2.5	104.8	102.2
B2-2	4.0 - 4.5	4.2	109.7	105.3
B3-1	2.0 - 2.5	4.8	102.2	97.5
B3-4	6.0 - 6.5	4.6	106.8	102.1
B4-1	2.0 - 2.5	5.0	102.0	97.1
B4-4	9.5 - 10.0	4.7	107.4	102.5
B5-1	1.5 - 2.0	1.9	96.8	95.0
B5.3	4.0 - 4.5	2.9	107.3	104.3
B6-1	2.0 - 2.5	2.6	101.9	99.3
B7-1	2.0 - 2.5	5.4	108.8	103.2



APPENDIX C

Infiltration Test Results

INFILTRATION TEST RESULTS**INFILTRATION TEST: I-1 (TRIAL 1)****TEST HOLE DIAMETER: 6 inches****DATE DRILLED: 12/7/23****CASING DIAMETER: 3 inches****DATE TESTED: 12/8/23****TEST HOLE DEPTH: 6.6 feet****TECHNICIAN: MA****RISER HEIGHT: 3.5 feet****CONSTANT HEAD DATA****TEST DURATION: 2 hours****Time of Constant Head: 30 minutes****Reference of Measurement: Top of Riser****Volume Added During Constant Head: 8.7 cubic feet****FALLING HEAD DATA**

INTERVAL (Minutes)	READING (Feet)	INCREMENTAL FALL (Feet)	INFILTRATION RATE (Minutes / Inch)	INFILTRATION RATE (Inches / Hour)
Start	3.81	---	---	---
0.5	5.30	1.49	0.0	2145.6
0.5	5.60	0.30	0.1	432.0
0.5	5.90	0.30	0.1	432.0
0.5	6.20	0.30	0.1	432.0
0.5	6.46	0.26	0.2	374.4
0.5	6.66	0.20	0.2	288.0
0.5	6.86	0.20	0.2	288.0
0.5	7.00	0.14	0.3	201.6
1.0	7.35	0.35	0.2	252.0
1.0	7.54	0.19	0.4	136.8
1.0	7.71	0.17	0.5	122.4
1.0	7.87	0.16	0.5	115.2
1.0	7.97	0.10	0.8	72.0
1.0	8.05	0.08	1.0	57.6
1.0	8.13	0.08	1.0	57.6
1.0	8.19	0.06	1.4	43.2
1.0	8.25	0.06	1.4	43.2
1.0	8.30	0.05	1.7	36.0
1.0	8.40	0.10	0.8	72.0
1.0	8.44	0.04	2.1	28.8
1.0	8.48	0.04	2.1	28.8
1.0	8.51	0.03	2.8	21.6
1.0	8.54	0.03	2.8	21.6

INFILTRATION TEST RESULTS**INFILTRATION TEST: I-1 (TRIAL 2)****TEST HOLE DIAMETER: 6 inches****DATE DRILLED: 12/7/23****CASING DIAMETER: 3 inches****DATE TESTED: 12/8/23****TEST HOLE DEPTH: 6.6 feet****TECHNICIAN: MA****RISER HEIGHT: 3.5 feet****CONSTANT HEAD DATA****TEST DURATION: 2 hours****Time of Constant Head: 30 minutes****Reference of Measurement: Top of Riser****Volume Added During Constant Head: 8.7 cubic feet****FALLING HEAD DATA**

INTERVAL (Minutes)	READING (Feet)	INCREMENTAL FALL (Feet)	INFILTRATION RATE (Minutes / Inch)	INFILTRATION RATE (Inches / Hour)
Start	4.67	---	---	---
1.0	5.46	0.79	0.1	568.8
1.0	5.94	0.48	0.2	345.6
1.0	6.40	0.46	0.2	331.2
1.0	6.83	0.43	0.2	309.6
1.0	7.22	0.39	0.2	280.8
5.0	8.28	1.06	0.4	152.6
5.0	8.47	0.19	2.2	27.4
5.0	8.68	0.21	2.0	30.2
10.0	8.95	0.27	3.1	19.4
10.0	9.15	0.20	4.2	14.4
10.0	9.35	0.20	4.2	14.4
10.0	9.55	0.20	4.2	14.4

INFILTRATION TEST RESULTS**INFILTRATION TEST: I-2 (TRIAL 1)****TEST HOLE DIAMETER: 6 inches****DATE DRILLED: 12/7/23****CASING DIAMETER: 3 inches****DATE TESTED: 12/8/23****TEST HOLE DEPTH: 3.5 feet****TECHNICIAN: MA****RISER HEIGHT: 2.5 feet****CONSTANT HEAD DATA****TEST DURATION: 25 minutes****Time of Constant Head: 30 minutes****Reference of Measurement: Top of Riser****Volume Added During Constant Head: 13.4 cubic feet****FALLING HEAD DATA**

INTERVAL (Minutes)	READING (Feet)	INCREMENTAL FALL (Feet)	INFILTRATION RATE (Minutes / Inch)	INFILTRATION RATE (Inches / Hour)
Start	4.37	---	---	---
1.0	4.89	0.52	0.2	374.4
1.0	5.35	0.46	0.2	331.2
1.0	5.51	0.16	0.5	115.2
1.0	5.68	0.17	0.5	122.4
1.0	5.83	0.15	0.6	108.0

INFILTRATION TEST RESULTS**INFILTRATION TEST: I-2 (TRIAL 2)****TEST HOLE DIAMETER: 6 inches****DATE DRILLED: 12/7/23****CASING DIAMETER: 3 inches****DATE TESTED: 12/8/23****TEST HOLE DEPTH: 3.5 feet****TECHNICIAN: MA****RISER HEIGHT: 2.5 feet****CONSTANT HEAD DATA****TEST DURATION: 25 minutes****Time of Constant Head: 30 minutes****Reference of Measurement: Top of Riser****Volume Added During Constant Head: 13.4 cubic feet****FALLING HEAD DATA**

INTERVAL (Minutes)	READING (Feet)	INCREMENTAL FALL (Feet)	INFILTRATION RATE (Minutes / Inch)	INFILTRATION RATE (Inches / Hour)
Start	3.03	---	---	---
1.0	3.65	0.62	0.1	446.4
1.0	4.15	0.50	0.2	360.0
1.0	4.55	0.40	0.2	288.0
1.0	5.01	0.46	0.2	331.2
1.0	5.25	0.24	0.3	172.8
1.0	5.44	0.19	0.4	136.8
1.0	5.60	0.16	0.5	115.2
1.0	5.70	0.10	0.8	72.0
1.0	5.80	0.10	0.8	72.0

INFILTRATION TEST RESULTS**INFILTRATION TEST: I-2 (TRIAL 1)****TEST HOLE DIAMETER: 6 inches****DATE DRILLED: 12/7/23****CASING DIAMETER: 3 inches****DATE TESTED: 12/8/23****TEST HOLE DEPTH: 3.5 feet****TECHNICIAN: MA****RISER HEIGHT: 2.5 feet****CONSTANT HEAD DATA****TEST DURATION: 25 minutes****Time of Constant Head: 30 minutes****Reference of Measurement: Top of Riser****Volume Added During Constant Head: 13.4 cubic feet****FALLING HEAD DATA**

INTERVAL (Minutes)	READING (Feet)	INCREMENTAL FALL (Feet)	INFILTRATION RATE (Minutes / Inch)	INFILTRATION RATE (Inches / Hour)
Start	2.80	---	---	---
1.0	3.30	0.50	0.2	360.0
1.0	3.74	0.44	0.2	316.8
1.0	4.09	0.35	0.2	252.0
1.0	4.45	0.36	0.2	259.2
1.0	4.77	0.32	0.3	230.4
1.0	5.05	0.28	0.3	201.6
1.0	5.30	0.25	0.3	180.0
1.0	5.44	0.14	0.6	100.8
1.0	5.58	0.14	0.6	100.8
1.0	5.68	0.10	0.8	72.0
1.0	5.78	0.10	0.8	72.0



ADDENDUM No.1

For the Construction of

LINCOLN CUNNINGHAM PARK PHASE 1 – ARTERIAL TRAIL PROJECT

July 3, 2024

Addendum No. 1 is being issued for clarifications to Plans and Project Manual for the Lincoln Cunningham Park Phase 1 – Arterial Trail Project.

The revisions and clarifications declared in this addendum are essential elements to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

REVISIONS

1. **REMOVE** Bid Item 1 – Mobilization on page 01 1100-2 of the Project Manual and **REPLACE** with the following Bid Item 1 – Mobilization.

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 also includes installation of temporary exclusionary fencing (snow fencing or chain link) to protect drought tolerant plants at the northeast corner of Lincoln Cunningham Park. 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.

2. **REMOVE** Sheet C0.3 of the Plan set and **REPLACE** with the attached Sheet C0.3 dated 07/03/24.
3. **REMOVE** Section 1.17 Construction Water on page 01 1100 – 13 of the Project Manual and **REPLACE** with the following Section 1.17 Construction Water.

1.17 CONSTRUCTION WATER

A. Construction water is available from the Seaside Municipal Water System (SMWS). A water meter must be obtained by the water purveyor SMWS by contacting the Maintenance and Utilities Superintendent at (831) 899-6827 and submitting the attached application. Seaside Municipal Water System, water usage rates are based upon the current Fee Schedule, available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit of \$300 with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

4. **REMOVE** Section 1.18 Work to be Done by the Owner on page 01 1100 – 13 of the Project Manual and **REPLACE** with the following Section 1.18 Work to be Done by the Owner

A. The Owner will be responsible for the following items of work on the project:

1. Removal of bench at the south end of the Lincoln Cunningham Park will be performed by the City of Seaside prior to the start of construction.
2. Relocation of the bird box on the south end of the park will be performed by the City of Seaside or by others prior to construction.

5. **REMOVE** Article 1 – INVITATION TO BID, 1.04 of DOCUMENT 00 1113 NOTICE INVITING BIDS and **REPLACE** with the following INVITATION TO BID, 1.04 of DOCUMENT 00 1113 NOTICE INVITING BIDS.

1.04 Instructions: Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted by hand delivery 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. Bids delivered by USPS Mail, Fed Ex, UPS, and similar will not be accepted.

6. **REMOVE** Article 2 – RECEIPT OF BIDS, 2.02 B of DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS and **REPLACE** with the following Article 2 – RECEIPT OF BIDS, 2.02 B of DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS.

B. Bidders must submit by hand delivery their Bid in a sealed envelope to the Office of the City Clerk.

CLARIFICATIONS

RESPONSE TO BIDDER QUESTIONS:

Q1. Will the City provide the engineer's estimate?

A1. The engineer's estimate for the project (base bid plus additive alternate 1) is \$1,126,960

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on Document 00 4113-1 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Nisha Patel at npatel@ci.seaside.ca.us.

Sincerely,



Nisha Patel
Public Works Director/City Engineer

ACKNOWLEDGED:

Name & Title of Bidder's Representative

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.

- ## LEGEND



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





ADDENDUM No.2

For the Construction of

LINCOLN CUNNINGHAM PARK PHASE 1 – ARTERIAL TRAIL PROJECT

July 5, 2024

Addendum No. 2 is being issued for revisions and clarifications to Plans and Project Manual for the Lincoln Cunningham Park Phase 1 – Arterial Trail Project.

The revisions and clarifications declared in this addendum are essential elements to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

REVISIONS

1. **REMOVE** Specification Section 32 92 13 of the Specifications and **REPLACE** with the attached Specification Section 32 92 13 dated 07/03/24.

CLARIFICATIONS

RESPONSE TO BIDDER QUESTIONS:

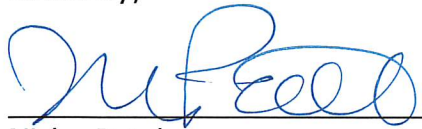
- Q1. The hydroseeding specification section (32 92 13) has a slurry mix listed under part 2.02, however the soils test somewhat contradicts that slurry. Could you clarify which slurry is going to be required?
- A1. The Soils Preparation and Soils Report by Lucchesi Plant & Soil Consulting has been updated to remove the composted greenwaste amendment, and the Soils Preparation and Soils Report recommendation of the potassium sulfate 0-0-50 at 132 lbs/acre has been added to the Specification Section 32 92 13 Hydroseeding for clarity, as well..
- Q2. Composted Greenwaste Amendment as mentioned in the soils report is not compatible with hydroseeding equipment. Would a product such as "Proganics", which is typically applied at 3,000 - 5,000 lbs per acre, be an acceptable alternative?

- A2. The composted greenwaste amendment has been removed from the Soils Preparation and Soils Report by Lucchesi Plant & Soil Consulting recommendations. Hydroseeding slurry as specified in the revised Specification Section 32 92 13 Hydroseeding has been revised to include the organic potassium sulfate 0-0-50 at 132 lbs/acre recommendation in the Soils Preparation and Soils Report for clarity. Please refer to the attached revised Soils Preparation and Soils Report by Lucchesi Plant & Soil Consulting (Report 24-033-019 Update) and revised Specification Section 32 92 13 Hydroseeding.
- Q3. The hydroseeding specification section (32 92 13) in part 2.04 mentions additional products depending on slope steepness. For slopes flat to 4:1, the specification says "hydroseeding slurry with or without any 1 of the following". Meaning that those products won't actually be required and are simply optional. Could you confirm this?
- A3. Specification Section 32 92 13 Hydroseeding Part 2.04 was revised to read "Standard Hydroseeding Slurry as above with any 1 of the following" Please refer to the attached revised Specification Section 32 92 13 Hydroseeding.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on Document 00 4113-1 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Nisha Patel at npatel@ci.seaside.ca.us.

Sincerely,



Nisha Patel
Public Works Director/City Engineer

ACKNOWLEDGED:

Name & Title of Bidder's Representative

LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

SECTION 32 9213

HYDROSEEDING

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 hydroseeding areas as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Soil Preparation
 - 2. Landscape Maintenance

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D1898
 - 2. D5338
 - 3. D8298
 - 4. D6566
 - 5. D6866
 - 6. D7322
 - 7. D7367

1.04 QUALITY ASSURANCE

- A. Cellulose Fiber shall be certified to indicate that laboratory and field testing of the product has been accomplished and meets all requirements specified herein based on testing. Weight specifications from the supplier for this material shall refer only to air dry weight of the fiber material.
- B. Seed shall be delivered in original sealed packages bearing supplier's certificate – lab analysis for purity, germination, weed seed content, and inert material. Seed bags shall include manufacturer's tags in conformance with Federal Seed Act (FSA) and applicable state laws. Wet, moldy, or otherwise damaged seed will be rejected by the Owner's Representative.

FEBRUARY 23, 2024
90% CONSTRUCTION DOCUMENTATION

HYDROSEEDING
32 92 13 - 1

LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

- C. Seed Supplier:
 - 1. Hedgerow Farms
21905 Co Rd 88
Winters, CA 95694
(530) 662-6847
<https://hedgerowfarms.com/>
- D. Fertilizers and manufactured amendments are to be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials which become caked or contaminated making them unsuitable for use will not be accepted.
 - 1. Fertilizers shall comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.
- E. Hydraulic equipment used for the application of the fertilizer, seed and slurry of prepared wood pulp is subject to approval by the Owners Representative.

1.05 SUBMITTALS

- A. Documents:
 - 1. Qualifications / current licenses / previous experience of the hydroseeding company.
 - 2. Description of hydraulic equipment proposed to be used.
 - 3. Hydroseeding Schedule. For projects with non-continuous installations of hydroseed, submit all proposed installation dates. See discussion for non-irrigated hydroseed elsewhere in this Specification.
 - 4. Dated letter from the seed supplier indicating availability of proposed seed mix and sources, and suggested substitutions if any.
 - 5. Product cut-sheets on fiber, fertilizer, tackifier, inoculant
 - 6. Prior to installation - seed labels for each native plant species in the supplied hydroseed mix.
- B. Samples:
 - 1. Fiber: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.
 - 2. Tackifier / binder: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.
- C. Delivery tags for fiber, binder, fertilizer, seed, and inoculant as delivered to the Site for the Project.

1.06 REVIEWS

- A. Substantial Completion Review (to initiate Maintenance Period) – all planting areas including hydroseeded areas. See Specification Section Landscape Maintenance.
- B. Final Review (at the completion of Maintenance Period) - all planting areas including hydroseeded areas, including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.
- C. If not part of a regularly scheduled Owner-Architect-Contractor site meetings, then specifically request the above reviews at least (5) five days in advance prior to progressing with the work.

FEBRUARY 23, 2024
90% CONSTRUCTION DOCUMENTATION

HYDROSEEDING
32 92 13 - 2

LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

- D. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.
- E. See Specification Section Soil Preparation for other items to be inspected during these reviews.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 HYDROSEED APPLICATORS

- A. General: if the hydroseeding work is part of restoration / mitigation planting, then the applicator shall be experienced in working under such conditions as stipulated by the permitting agency.
- B. Pre-approved applicators:
 - 1. Superior Hydroseeding, Inc. Watsonville, CA (831) 763-1811, www.superiorhydroseeding.net. Contact Morgan Kost / Jeff Kost.
 - 2. Freedlun Hydroseeding Inc., Vacaville, CA (707) 448-9423
- C. Approved Equal.

2.02 MATERIALS

- A. Standard Hydroseeding Slurry:
 - 1. Seed mix as specified below @ 40 bulk lbs/acre.
 - 2. Fiber as specified below @ 2,000 lbs/acre.
 - 3. Tackifier/binder as specified below @ 100 lbs/acre.
 - 4. Inoculant as specified below @ 60 lbs/acre.
 - 5. Organic Fertilizer as specified below @ 1,000 lbs/acre.
 - 6. Organic Potassium Sulfate as specified below @ 132 lbs/acre
- B. Seed Mix:

<u>Botanical Name</u>	<u>Rate: lbs/acre</u>	<u>% Pure</u>	<u>% Germ</u>
Agrostis exarata	3.0	95	85
Deschampsia cespitosa	6.0	95	85
Erigeron glaucus	2.0	95	85
Eschscholzia californica ss. maritima	1.5	95	85
Festuca rubra	10.0	95	85
Hordeum brachyantherum	10.0	95	85
Koeleria macrantha	4.0	95	85
Total	40.0		
- C. Fiber: 100% natural wood or paper fiber mulch, free from synthetic paper or plastic materials.
 - 1. Fiber must disperse into a uniform slurry when mixed with water.

FEBRUARY 23, 2024
90% CONSTRUCTION DOCUMENTATION

HYDROSEEDING
32 92 13 - 3

LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

2. Colored with a non-toxic, water-soluble green dye to provide a proper visual gauge for metering of material over ground surfaces.
 3. Manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with seed; and which after application, will allow the absorption of moisture and allow the rainfall to percolate to the underlying soil.
 4. Materials that inhibit germination or growth will not be permitted in the mixture.
 5. Thermally refined / processed wood products: Rainier Fiber by Rainier Veneer, Profile Wood by Profile Products or approved equal.
- D. Tackifier/Binder: 100% psyllium fiber derived from the outer coating of the Plantago seed. Available in powder form and packed in clearly marked bags stating the contents of each package. The tackifier will require no curing time, shall remain soft and rewettable, and shall not inhibit seed germination. All ingredients shall be biodegradable. Pre-approved products:
1. Ecology Control M-Binder by S&S Seeds, Inc, Carpinteria, CA (805)684-0436.
 2. Plantago Binder by Northstar Impex Corp. Moreno Valley CA (951)486-0441.
 3. Approved equal.
- E. Inoculant: AM-120 mycorrhizal inoculum. Pre-approved products:
1. AM-120 Standard by Reforestation Technologies International (RTI), Gilroy CA, (408) 848-9604, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
 2. Approved equal.
- F. Organic Fertilizer: 7-2-1 (N-P-K) fertilizer. Pre-approved products:
1. Biosol Forte 7-2-1 (N-P-K) as manufactured by Rocky Mountain Bio Products www.rockymtnbioproducts.com, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
 2. Approved equal.
- G. Organic Potassium Sulfate 0-0-50 (N-P-K): granular degradable fertilizer product, Concentrates, Inc. Sulfate of Potash Granular 0-0-50 (Organic) by www.concentratesnw.com (800) 388-4870, or approved equal.
- H. Equipment: Use hydraulic equipment with a built-in agitation system and operating capacity sufficient to agitate, suspend and mix homogeneously the slurry mixture.
1. Slurry distribution lines are to be large enough to prevent stoppage.
 2. Discharge line is to be equipped with a set of hydraulic spray nozzles capable of providing a continuous non-fluctuation discharge and delivery of the slurry in the prescribed quantities uniformly, without misses, waste, or erosion.
 3. Slurry tank with a minimum capacity of 500 gallons and mounted on a traveling unit which may be either self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzle within sufficient proximity to the areas to be seeded so as to provide uniform distribution.
 4. If using equipment with smaller tank capacity then demonstrate to the Owners Representative that it has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

2.03 CHEMICALS

- A. Insecticides, fungicides, herbicides registered with the California Department of Pesticide Regulation (DPR) approved by the local agency with jurisdiction over the project, and as recommended by a Pest Control Operator licensed in the State of California.
 - 1. Pre-emergent herbicides: (granular form only) Treflan, Ronstar, or prior approved equal.
 - a. Note: these products are stated by their manufacturers to be harmful to aquatic life and are not permitted to be used on areas draining directly to aquatic / riparian areas.
 - 2. Post-emergent broad-leaf herbicides:
 - a. Organic oil-based herbicide, Weed Zap by J.H. Biotech Inc.
 - b. Approved equal.

2.04 EROSION CONTROL

- A. Slope flat to 4:1:
 - 1. Standard Hydroseeding Slurry as above with any 1 of the following:
 - a. Erosion Control Blanket—Temporary 10-month protection
 - b. Bonded Fiber Matrix @ 2,500 lbs/acre
- B. Slope 3:1 to 2:1:
 - 1. Standard Hydroseeding Slurry as above with any 1 of the following:
 - a. Wood Fiber Mulch @ 1,500 – 2,000 lbs/acre
 - b. Erosion Control Blanket—Temporary 12-18 -month protection
 - c. Flexible Growth Medium @ 3,500 lbs/acre
 - d. Bonded Fiber Matrix @ 3,000-3,500 lbs/acre
- C. Slope Steeper than 2:1:
 - 1. Standard Hydroseeding Slurry as above with any 1 of the following:
 - a. Wood Fiber Mulch @ 2,000 lbs/acre
 - b. Erosion Control Blanket—Straw w/Coco blend or Coco Fiber, designed to last 18-36 months
 - c. Flexible Growth Medium @ 3,500 lbs/acre
 - d. Bonded Fiber Matrix @ 3,500 lbs/acre
- D. Erosion Control Blankets: 100% seed-free, consisting of biodegradable natural fibers, woven interlocking matrix of uniform thickness, and free of synthetic monofilament reinforcing grids. Pre-approved products:
 - 1. Curlex Excelsior, available from American Excelsior Company, Arlington TX (800) 777-SOIL, www.curlex.com.
 - 2. Curlex CL blankets, available from American Excelsior Company, Arlington TX (800) 777-SOIL, www.curlex.com.
 - 3. Excel CC-4, coconut fiber blanket inside biodegradable jute netting, available from Western Excelsior Corporation, Evansville IL (970) 682-4594
 - 4. Approved equal.
- E. Staples: galvanized steel “U “shaped 8 inch or longer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Carry out hydroseeding during a windless period using approved equipment and materials.
- B. Preparation of Surfaces: At the time of hydroseeding the surfaces shall be even and free of deleterious material and weeds and cultivated per Specification Section Soil Preparation. Ensure that soil is moist to a depth of at least 1/2".

3.02 SCHEDULE (NON-IRRIGATED HYDROSEED)

- A. Hydroseeding between October 14th through February 15th, within five-ten days of the first rainfall of the season, is required. If not within this period, carry out the following:
 - 1. February 16th to April 15th:
 - a. After hydroseeding, depending on the ground moisture provide supplemental water as required to germinate and establish the hydroseed for the duration of the Maintenance Period noted in the Specification Landscape Maintenance. Supplemental water is at no additional cost to the Owner.
 - 2. April 16th – October 14th:
 - a. Option 1 - do not hydroseed and wait for the next season noted above. Apply tackifier to the soil for dust control at the discretion of the Owner's Representative. Hydroseeded areas treated this way are required to be cross-ripped / cultivated to the depth indicated the Specification Soil Preparation prior to hydroseeding.
 - b. Option 2 – after hydroseeding provide weekly water as required to germinate and establish the hydroseed for the duration of the Maintenance Period noted in the Specification Landscape Maintenance.

3.03 CHEMICALS

- A. Herbicides: Verify compatibility, dosage and other application procedures with the manufacturer. All chemicals shall be applied by a pest control operator licensed in the State of California.
 - 1. Do not use chemicals stated by their manufacturers to be harmful to aquatic life in any areas draining directly to aquatic / riparian areas.
 - 2. Do not mix the herbicide with surfactants in dry upland areas.
- B. After cross-ripping / loosening the soil per Specification Section Soil Preparation, and after weed germination from first rains or water applied for establishment - spray naturalized areas with post-emergent herbicides. Spray weeds prior to going to seed and that are at least 2" tall, over a minimum of two weeks. Upon weed kill, apply hydroseeding a minimum of 4 weeks after last herbicide application.

3.04 EROSION CONTROL

- A. Sequence: If an open-weave netting (60% or more open area) then install blanket first and hydroseed second. If a closed-weave netting, then install hydroseed first and mat second.
- B. Erosion Control Blankets: Install down (not across) the slope unless approved by the Owner's Representative. Abut edges of blankets and staple securely together with a common row of staples. Do not overlap the blankets.

LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

- C. For slopes where water is expected from the top of the slope, secure the top edge of the blanket / mat in a horizontal trench minimum 6" wide x 6" depth. Line the trench with the blanket / mat and extend 12" up the slope beyond the trench. Staple the blanket / mat at 12 inches on center at the base of the trench. Fill the trench back with soil.

3.05 MIXING

- A. With agitation system operation at part speed, add water to the tank, and establish good circulation. Add materials in such a manner that they are uniformly blended into the mixture. Add the seed first; then fiber. Do not add the fiber until the tank is at least one-third filled with water. Agitate the mixture at full speed when the tank is two-thirds to three-fourths full.
1. Do not allow seed to remain in the seeder longer than one hour. Seed kept longer will be rejected by the Owners Representative, disposed of off-site, replaced at no additional cost to the Owner.
 2. A dispersing agent may be added, provided that documented evidence is furnished that the additive is not harmful to the mixture.
- B. Mixing / Application Rates:

Hydroseeded Area (Two-Stage Application)	
First Application	
Seed	40 lbs/acre
Fiber	600 lbs/acre
Tackifier/Binder	30 lbs/acre
Inoculant	18 lbs/acre
Fertilizer	300/acre
Water	As needed for application
Second Application (within 2 hours of completion of first application)	
Fiber	1,400 lbs/acre
Tackifier/Binder	70 lbs/acre
Inoculant	42 lbs/acre
Fertilizer	700 lbs/acre
Water	As needed for application

3.06 APPLICATION

- A. Apply the hydroseed slurry within one hour of mixing, with a sweeping and arched technique with no slumping or shadowing to ensure uniform coverage and to ensure that material is spread evenly at the required rate as noted above.
- B. Apply the hydroseed in two-stage as specified under Mixing in this Specification.
- C. Wherever possible, locate equipment outside of the hydroseeded areas to minimize compaction. Do not allow hydroseeding equipment on to bioretention areas. Take preventive measures to avoid damage to adjacent vegetation.
- D. The Owner may require the general Project area to be opened to the public prior to Final Completion. Protect all newly seeded areas by erecting a 36" high plastic snow fence with

FEBRUARY 23, 2024

90% CONSTRUCTION DOCUMENTATION

HYDROSEEDING

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LINCOLN CUNNINGHAM PARK PHASE 1 ARTERIAL TRAIL PROJECT

appropriate stakes at the edges of pathways along these areas to prevent trampling. Keep fence in place for the duration of the maintenance period – see Specification Section Landscape Maintenance.

3.07 CLEAN-UP AND REPAIR

- A. Remove all trash, seed containers, and ancillary material in and adjacent to the hydroseeded areas on completion of hydroseeding and leave the work area in a neat and orderly manner.
- B. Following application and clean-up minimize all activity on the hydroseeded areas.
- C. Re-apply hydroseed according to this Specification, and at no additional cost to the Owner, to any bare spots prior to final acceptance by the Owners Representative.

3.08 PAYMENT

- A. The Contract unit price paid for Hydroseeding shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.

END OF SECTION



Report 24-033-0019 Updated

July 3, 2024

BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey CA 93940

Attn: Nicole Limesand

RE: Lincoln Cunningham Park, Seaside Updated

Background

One composite sample was submitted by the client identified as coming from a trail restoration project where hydroseeding is planned with California natives. The sample was analyzed for horticultural suitability, fertility, and physical characteristics by Waypoint Analytical. Fertilizer and amendment recommendations were requested. Specifications and a proposed seed mix were provided.

Analytical Results and Comments

The reaction of the sample is slightly acidic at a pH of 6.4. This is within the range preferred for most plants, including those on the proposed seed mix list. Salinity (ECe), sodium and boron are safely low. The sodium adsorption ratio (SAR) indicates that sodium is adequately balanced by soluble calcium and magnesium; this balance is important for soil structure quality, which relates to the rate at which water infiltrates the soil.

According to the USDA Soil Classification system, the texture of the less than 2mm fraction of the soil is classified as sand. Organic matter content is low at 1.4% dry weight. Based on this information the estimated infiltration rate is 0.67 inch per hour. Infiltration rates may vary due to differences in compaction across the site.

In terms of soil fertility, nitrogen, phosphorus, potassium and sulfate are low. Calcium and magnesium are both sufficient for proper plant nutrition at this time. Of the micronutrients; copper is sufficient while zinc and iron are abundant and manganese is low. California natives only have moderate nutrient requirements and will not need as much fertilizer as standard ornamentals.

Recommendations

Specifications indicate that a 7-2-1 fertilizer will be added to the hydroseed slurry at a 1000 pound rate per acre. This will supplement nitrogen, phosphorus and potassium to a certain extent. This will also provide supplemental organic matter.



Report 24-033-0019 Updated

Application Rates for Hydroseeding:

The following materials should be included in the hydroseed slurry:

<u>Material</u>	<u>Amount per 1000 Square Feet</u>	<u>Amount Per Acre</u>
Biosol 7-2-1	23 pounds	1000 pounds
Potassium Sulfate (0-0-50)*	3 pounds	132 pounds

Maintenance

If any maintenance fertilizer will be applied in these areas in the future, maintenance fertilization for California natives should rely primarily on a nitrogen-only program supplemented with a complete fertilizer in the fall and spring and should be based entirely on color and growth performance. The chosen fertilizer should be applied at a rate that provides ½ pound of actual nitrogen per 1000 square feet per month during the growing season. Early spring, substitute a complete fertilizer with low phosphorus (~ 2% or less) to help ensure continuing adequate potassium and minimal phosphorus.

If we can be of any further assistance, please feel free to contact us.

A handwritten signature in cursive script that reads 'Annmarie Lucchesi'.

Annmarie Lucchesi

annmarie@lucchesiconsulting.com

Emailed 3 Pages: nicole@bfsla.com, larry@bfsla.com



Project : Lincoln Cunningham Park - Seaside

Report No : 24-033-0019
Purchase Order : 24-033-0019
Date Recd : 02/02/2024
Date Printed : 02/07/2024
Page : 1 of 1

COMPREHENSIVE SOIL ANALYSIS

Sample Description - Sample ID						Half Sat %	pH	ECe dS/m	NO ₃ -N ppm	NH ₄ -N ppm	PO ₄ -P ppm	K ppm	Ca ppm	Mg ppm	Cu ppm	Zn ppm	Mn ppm	Fe ppm	Organic % dry wt.	Lab No.
						TEC	Qual Lime		Sufficiency Factors											
Site Soil						18	6.4	0.49	7	5	3	29	447	60	1.0	5.0	1	36	1.38	04644
						27	None		0.3		0.1	0.4	0.9	0.9	2.9	3.7	0.3	2.7		
Saturation Extract Values						SAR	Gravel %		Percent of Sample Passing 2 mm Screen						USDA Soil Classification	Lab No.				
Ca meq/L	Mg meq/L	Na meq/L	K meq/L	B ppm	SO ₄ meq/L		Coarse 5 - 12	Fine 2 - 5	Sand			Silt .002-.05	Clay 0-.002							
									Very Coarse 1 - 2	Coarse 0.5 - 1	Med. to Very Fine 0.05 - 0.5									
3.2	1.21	1.52	0.42	0.14	1.5	1.0	1.2	2.5	2.8	14.2	74.6	2.0	6.4	Sand		04644				

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %=approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) & Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m),Boron (B), Sulfate(SO₄), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

* LOW , SUFFICIENT , HIGH



ADDENDUM No. 3

For the Construction of

**LINCOLN CUNNINGHAM PARK PHASE 1 – ARTERIAL TRAIL
PROJECT**

July 5, 2024

Addendum No. 3 is being issued for revisions and clarifications to Plans and Project Manual for the Lincoln Cunningham Park Phase 1 – Arterial Trail Project.

The revisions and clarifications declared in this addendum are essential elements to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

REVISIONS

1. **REMOVE** Article 2 Section 2.02 Completion of Work on page 00 5200 - 1 of the Project Manual and **REPLACE** with the following Article 2 Section 2.02 Completion of Work on page 00 5200 – 1 of the Project Manual.

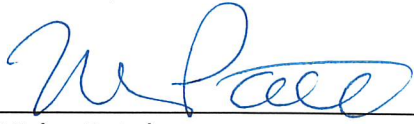
2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within 120 Working Days from the Commencement Date and 20 Working Days following substantial completion to achieve Final Completion.
- B. Landscape Maintenance Period work shall be completed prior to the substantial completion plus 120 days, or final approval, whichever is later

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on Document 00 4113-1 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Nisha Patel at npatel@ci.seaside.ca.us.

Sincerely,



Nisha Patel
Public Works Director/City Engineer

ACKNOWLEDGED:

Name & Title of Bidder's Representative



ADDENDUM No. 4

For the Construction of

LINCOLN CUNNINGHAM PARK PHASE 1 – ARTERIAL TRAIL PROJECT

July 8, 2024

Addendum No. 4 is being issued for revisions and clarifications to Plans and Project Manual for the Lincoln Cunningham Park Phase 1 – Arterial Trail Project.

The revisions and clarifications declared in this addendum are essential elements to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

REVISIONS

1. **REMOVE** Document 00 4113 of the Project Manual and **REPLACE** with the attached Document 00 4113.
2. **REMOVE** Document 01 1100 of the Project Manual and **REPLACE** with the attached Document 01 1100.
3. **REMOVE** plan sheet C2.5 and **REPLACE** with the attached plan sheet C2.5.

CLARIFICATIONS

Q1. Confirm which improvements shown of page C2.8 are a part of the base bid, and which are a part of the alternative bid schedules.

A1. All work shown on sheet C2.8 is paid for under Additive Alternate 1.

Q2. Confirm the square footage of the cast-in-place wall listed in the bid schedule and the vertical scale for the profile view on page C2.4. In our take off for the concrete wall, based on the profile view on sheet C2.4, is substantially less than what is listed on the bid schedule.

A2. The wall quantity has been corrected in the revised bid schedule (Document 00 4113) attached to this Addendum; see Bid Item 34.

Q3. Approximately 45 LF of 12" Storm Drain is shown on civil sheets C2.1 and C 2.4 however, the bid schedule omits any 12" Storm Drain. What is the correct diameter of the Storm drain shown in the plans on pages C2.1 and C2.4?

A3. Bid Item 26 has been added to the revised Documents 00 4113 (bid form) and 01 1100 (summary) attached to this Addendum. Please note that subsequent bid items 27 - 53 have been re-numbered accordingly.

Q4. What is the elevation of finished grade at station 15+23.71 and the design lines shown on page C2.5?

A4. See attached revised plan sheet C2.5.

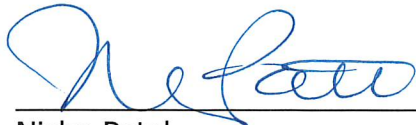
Q5. The name of Bid Item 37 is Plant Establishment Period (60 Days) but Document 32 0190 says Plant Establishment Period is 120 Days. Please clarify the Plant Establishment Period.

A5. The Plant Establishment Period is 120 Days. The description for Bid Item 38 (previously Bid Item 37) has been corrected to 120 Days.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on Document 00 4113-1 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Nisha Patel at npatel@ci.seaside.ca.us.

Sincerely,



Nisha Patel
Public Works Director/City Engineer

ACKNOWLEDGED:

Name & Title of Bidder's Representative

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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

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

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

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	Earthwork	1	LS		
6	Remove Light Pole and Foundation	11	EA		
7	Remove Rock Wall and Foundation	326	LF		
8	Relocate Park Sign	1	EA		
9	Relocate Pet Waste Station	1	EA		
10	Relocate Street Light	1	EA		
11	Remove Storm Drain	16	LF		
12	Remove Storm Drain Inlet	1	EA		
13	Remove Storm Drain Inlet and Install 2 LF of 24" RCP	1	LS		
14	Break-In Connection to Existing Structure	3	EA		
15	Replace 10 LF Sanitary Sewer Main	1	LS		
16	Remove Asphalt Concrete Pavement (Path)	12,000	SF		
17	Remove Asphalt Concrete Pavement and Base Rock (Path)	5,500	SF		
18	Remove Asphalt Concrete Pavement (Street)	140	SF		
19	Remove Concrete Curb, Gutter and Sidewalk (Street)	440	SF		
20	Adjust Manhole Cover to Grade	3	EA		
21	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA		

22	Type 'D' Storm Drain Inlet	1	EA		
23	18"x18" Flat Grate Storm Drain Inlet	2	EA		
24	8" Storm Drain (Class 3 RCP)	120	LF		
25	8" Storm Drain (Plastic Pipe)	8040	LF		
<u>26</u>	<u>12" Storm Drain (Plastic Pipe)</u>	<u>50</u>	<u>LF</u>		
27	Class 2 Aggregate Base	305	CY		
28	Class 2 Aggregate Base (Tan/Gold Path Surfacing)	60	CY		
29	Hot Mix Asphalt (Type A) (Street)	140	SF		
30	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	650	SF		
31	Detectable Warning Surface	66	SF		
32	Concrete Vehicular Pavement (Path)	11,700	SF		
33	Concrete Stairs, Handrails and Cheek Walls	1	LS		
34	Cast-In-Place Concrete Wall (H=4'-8" Maximum)	1,100 220	SF		
35	12" Retaining Curb	334	LF		
36	Soil Preparation	35,000	SF		
37	Hydroseed	35,000	SF		
38	Plant Establishment Period (60-120 Days)	1	LS		
39	Record Drawings	1	LS		
TOTAL BASE BID:					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS)					

ADDITIVE ALTERNATE 1 BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
40	Construction Staking	1	LS		

41	Earthwork	1	LS		
42	Remove Asphalt Concrete Pavement (Street)	310	SF		
43	Remove Concrete Curb, Gutter and Sidewalk (Street)	570	SF		
44	Remove Bollard and Foundation	1	EA		
45	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA		
46	Class 2 Aggregate Base	110	CY		
47	Hot Mix Asphalt (Type A)	190	SF		
48	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	1,000	SF		
49	Detectable Warning Surface	62	SF		
50	Concrete Vehicular Pavement (Path)	2,300	SF		
51	Stabilized D.G. Paving	720	SF		
52	Roadside Sign	1	EA		
53	Pavement Markings (2-Coat Paint)	1	LS		
TOTAL ADDITIVE ALTERNATE 1 BID:					
The TOTAL ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:					

_____and_____/100 DOLLARS)					

TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID (in figures):	
The TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:	

_____and_____/100 DOLLARS)	

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document

00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

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

NAME OF BIDDER: _____

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

number: _____ Expiration: _____.

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

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

(Signature of Bidder)

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

partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Items
3. Time of Completion / Liquidated Damages
4. Work Sequence
5. Work Days and Hours
6. Shutdown for Discovery of Cultural Resources
7. Partial Occupancy/Utilization Requirements
8. Contractor Use of Site
9. Project Site Maintenance
10. Construction Staking and Monument Protection
11. Protection of Existing Structures and Underground Facilities
12. Actual Damages for Permit Violations
13. Protection of Existing Trees During Construction
14. Construction Water
15. Work Performed by the Owner
16. Conditions of Use
17. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

- A. This project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and erosion control seeding.
- 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 ITEMS

Bid Item 1 – Mobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item also includes installation of temporary exclusionary fencing (snow fencing or chain link) to protect drought tolerant plants at the northeast corner of Lincoln Cunningham Park. 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, implementation of temporary water pollution controls. This work includes installing Best Management Practices (BMPs), proper maintenance and inspection of BMPs, removal of BMPs, and clean up and proper disposal of 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 – Earthwork

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

Bid Item 6 – Remove Light Pole and Foundation

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of light fixture, pole, foundation, pull box(es) and conduit(s).

Bid Item 7 – Remove Rock Wall and Foundation

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, sawcutting, demolishing and disposing of landscape wall and foundation, and backfilling the resulting void with engineered fill.

Bid Item 8 – Relocate Park Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to loading, salvaging, storing, and reinstalling the existing park sign on new posts and with new concrete footings, at the location indicated by the City.

Bid Item 9 – Relocate Pet Waste Station

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to loading, salvaging, storing, and reinstalling an existing pet waste station on a new post and with new concrete footing, at the location indicated by the City.

Bid Item 10 – Relocate Street Light

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of street light fixture, arm, pole, foundation, and reinstalling the light fixture, arm, and pole on a new foundation; relocating the street light pull box and conduits as required; furnishing and installing new electrical conductors as required; and system startup and testing.

Bid Item 11 – Remove Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, demolishing and disposing of storm drain as shown on the Plans, and patching of connecting structures and storm drains to remain, as required.

Bid Item 12 – Remove Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, demolishing and disposing of storm drain inlet as shown on the Plans.

Bid Item 13 – Remove Storm Drain Inlet and Install 2 LF of 24" RCP

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, demolishing and disposing of the storm drain inlet shown on the Plans, and reconnecting the storm drain by installing approximately 2 linear feet of 24"-diameter reinforced concrete pipe, and connecting the pipe using cast-in-place concrete collars.

Bid Item 14 – Break-In Connection to Existing Structure

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, constructing a break-in connection to an existing concrete storm drainage or sanitary sewer structure, as shown on the Plans.

Bid Item 15 – Replace 10 LF Sanitary Sewer Main

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, developing and obtaining approval of, and implementing a bypass pumping plan; locating, sawcutting and removing approximately 10 linear feet of sanitary sewer main; and installing new sewer main, of the same type and diameter as the existing, as shown on the plans.

Bid Item 16 – Remove Asphalt Concrete Pavement (Path)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed. Removed base rock may be incorporated into the work as Engineered Fill if approved by the Geotechnical Engineer.

Bid Item 17 – Remove Asphalt Concrete Pavement and Base Rock (Path)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete and base rock to subgrade. Removed base rock may be incorporated into the work as Engineered Fill if approved by the Geotechnical Engineer.

Bid Item 18 – Remove Asphalt Concrete Pavement (Street)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed.

Bid Item 19 – Remove Concrete Curb, Gutter and Sidewalk (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis based on the areas shown on the Plans. The work shall include, but not be limited to, sawcutting, demolishing and disposing of concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 20 – Adjust Manhole Cover to Grade

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 adjustment to grade of storm drain manholes covers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal and reinstalling the grade adjustment rings, frame and cover, and constructing a concrete collar, at final grade after grading and/or paving operations.

Bid Item 21 – Reconstruct Drain Inlet Top to Caltrans Type G3

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of concrete drain inlet top including miscellaneous metal, and reconstructing the inlet top to Caltrans Type G3.

Bid Item 22 – Type 'D' Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, construction of City Type 'D' Storm Drain Inlet, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 23 – 18"x18" Flat Grate Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, construction of 18"x18" Flat Grate Storm Drain Inlet, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 24 – 8" Storm Drain (Class 3 RCP)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. 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" reinforced concrete storm drain pipe (Class 3); 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.

Bid Item 25 – 8" Storm Drain (Plastic Pipe)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. 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" plastic storm drain pipe (HDPE Type 'S' pipe or PVC SDR 35); 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.

Bid Item 26 – 12" Storm Drain (Plastic Pipe)

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. 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 12" plastic storm drain pipe (HDPE Type 'S' pipe or PVC SDR 35); 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.

Bid Item 27 – Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 28 – Class 2 Aggregate Base (Tan/Gold Path Surfacing)

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 29 – Hot Mix Asphalt (Type A) (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 30 – Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)

Measurement and payment for this item shall be on a per square foot (SF) basis in the horizontal plane. The work shall include, but not be limited to, constructing heavy duty concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 31 – 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 Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty).

Bid Item 32 – Concrete Vehicular Pavement (Path)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, constructing concrete vehicular pavement (path).

Bid Item 33 – Concrete Stairs, Handrails and Cheek Walls

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, constructing concrete stairs, handrails and cheek walls, complete in place, as shown on the Plans.

Bid Item 34 – Cast-In-Place Concrete Wall (H=4'-8" Maximum)

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

Bid Item 35 – 12" 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, constructing concrete retaining curb.

Bid Item 36 – Soil Preparation

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for preparing soil for hydroseed, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 37 – Hydroseed

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for hydroseeding disturbed soil areas as directed by the Engineer.

Bid Item 38 – Plant Establishment Period (60 Days)

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 for maintaining the project's landscaping for a period of 60 days, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 39 – 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, preparation of record (as-built) drawings.

ADDITIVE BID ALTERNATE 1 BID ITEMS

Bid Item 40 – 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 Additive Bid Alternate 1 bid scope. 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 41 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to perform earthwork and transport materials for the Additive Alternate 1 bid scope, including but not limited to, excavation and embankment, and import or export of material necessary for performance of the work as specified in these specifications and as directed by the Engineer.

Bid Item 42 – Remove Asphalt Concrete Pavement (Street)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, demolishing and disposing of asphalt concrete, and base rock as needed.

Bid Item 43 – Remove Concrete Curb, Gutter and Sidewalk (Street)

Measurement and payment for this item shall be on a per square foot (SF) basis based on the areas shown on the Plans. The work shall include, but not be limited to, sawcutting, demolishing and disposing of concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 44 – Remove Bollard and Foundation

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of bollard and foundation.

Bid Item 45 – Reconstruct Drain Inlet Top to Caltrans Type G3

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, removal of concrete drain inlet top including miscellaneous metal, and reconstructing the inlet top to Caltrans Type G3.

Bid Item 46 – Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 47 – Hot Mix Asphalt (Type A)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for 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 48 – Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)

Measurement and payment for this item shall be on a per square foot (SF) basis in the horizontal plane. The work shall include, but not be limited to, constructing heavy duty concrete curbs, gutters, sidewalks, curb ramps, and driveways.

Bid Item 49 – 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 Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty).

Bid Item 50 – Concrete Vehicular Pavement (Path)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, constructing concrete vehicular pavement (path).

Bid Item 51 – Stabilized D.G. Paving

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the construction of stabilized decomposed granite (D.G.) pavement, as shown on the plans and as directed by the Engineer.

Bid Item 52 – 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 new sign posts and new panels, complete in place, 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 53 – Pavement Markings (2-Coat Paint)

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 markings, and application of markings in accordance with the plans and specifications, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: **120 working days** from the Notice to Proceed to achieve Substantial Completion and **20 working days** to achieve Final Completion. Landscape Maintenance Period work shall be completed prior to the substantial completion plus 120 days, or final approval, whichever is later.
- B. The Contractor shall pay to the Owner a sum of **One Thousand Dollars (\$1,000.00)** per day, for each and every calendar day's delay for Contractor to achieve Substantial Completion of the entire Work in excess of the number of working days prescribed above.
- C. The Contractor shall pay to the Owner a sum of **Five Hundred Dollars (\$500.00)** per day, for each and every calendar day's delay for Contractor to achieve Final Completion of the entire Work in excess of the number of working days prescribed above.
- D. The Contractor shall pay to the Owner a sum of **Two Hundred Dollars (\$200.00) per day**, for each and every calendar day's delay for Contractor to complete landscape maintenance work in excess of the number of landscape maintenance days prescribed in Section 32 01 90 Landscape Maintenance 1.03 A. Maintenance Period.

1.05 WORK UNDER OTHER CONTRACTS

- A. None.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The Contractor shall coordinate all work with the Owner at (831) 899-6884

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately

contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

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

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly. Owner will provide a storage area for Contractor's equipment and materials. Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.
- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's

operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

A. Disposal of Material –

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

B. Cleanup and Dust Control –

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

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

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

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

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

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

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

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

- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.

- E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and taxes required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.
- B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
 - 1. City Building Permit
 - 2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

- 3. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive., Ste. 310
Fremont, CA 94538
(510) 794-2521

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

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

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

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

- B. The Contractor shall protect all existing trees on the job site from construction activities, starting from within the drip lines of each tree. The Owner reserves the right to issue a stop-working notice if it is determined that the Contractor's negligence has caused damaged to existing trees.
- C. Care must be taken when digging near any existing tree to minimize harm to the tree. Excavation must be done by hand until below the root zone. If any roots 2" or 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.
- D. No storage of materials; disposal of paints, solvents or other noxious materials; no unnecessary operation of equipment or parked cars shall be allowed within the drop line of any trees.

1.17 CONSTRUCTION WATER

- B. Construction water is available from the Seaside Municipal Water System (SMWS). A water meter must be obtained by the water purveyor SMWS by contacting the Maintenance and Utilities Superintendent at (831) 899-6827 and submitting the attached application. Seaside Municipal Water System, water usage rates are based upon the current Fee Schedule, available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit of \$300 with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

1.18 WORK TO BE DONE BY THE OWNER

- A. The Owner will be responsible for the following items of work on the project:
 1. Removal of bench at the south end of the Lincoln Cunningham Park will be performed by the City of Seaside prior to the start of construction.
 2. Relocation of the bird box on the south end of the park will be performed by the City of Seaside or by others prior to construction.

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 also hand carry written notifications to property owners adjacent to the project area a minimum 7 days in advance of beginning tank exterior blasting due to the excessive noise created by these activities. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 3. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The Owner shall be given that person's name, phone number, e-mail.
 4. The Contractor shall not operate Owner valves at any time.

1.19 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. Give required notices to homeowners
 - G. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
 - H. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.
 - I. The Contractor shall be responsible for all costs associated with the containment and disposal of waste (hazardous / non-hazardous) that may result from execution of this project.
 - J. The Contractor shall provide their own power, fuel, and power supplies.

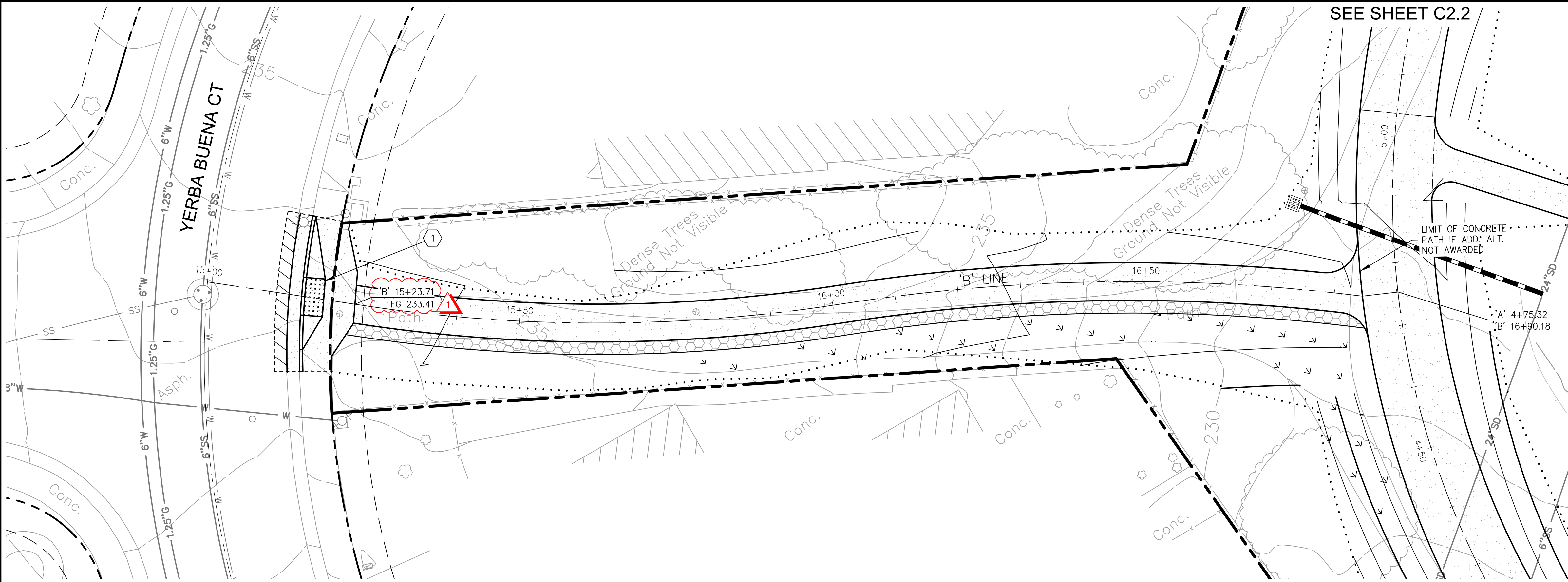
PART 2 – PRODUCTS

1.02 PRODUCTS ORDERED IN ADVANCE

- A. None.

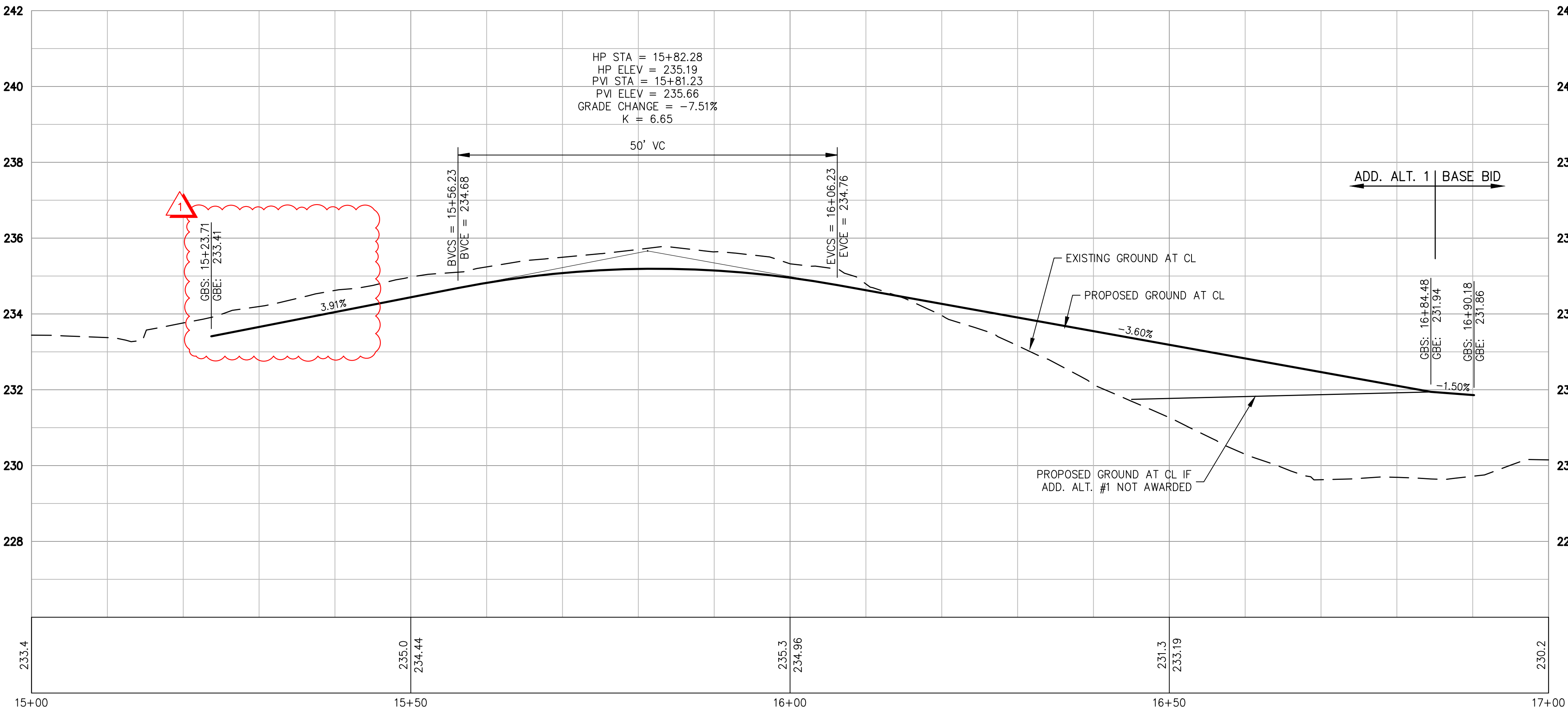
PART 3 – EXECUTION – NOT USED

END OF SECTION



ADDITIVE ALTERNATE #1

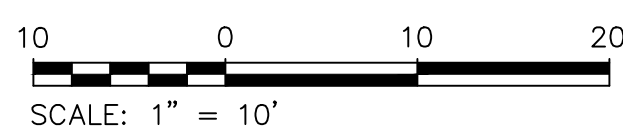
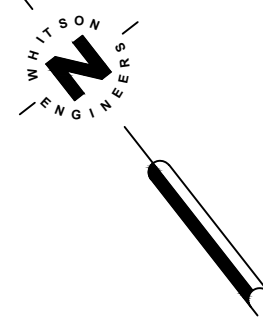
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



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

7/8/2024		BID ADDENDUM 4	
DATE		REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		PROJECT NO. 2071.32
	SHEET TITLE: CONSTRUCTION PLAN & PROFILE		SHEET NO.
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		C2.5
	SCALE: 1" = 10'		DWG FILE NO. 2071.32



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

BY: Leslie Llantero, Assistant Engineer

DATE: September 10, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE REPAIR OF A SEWER MAIN INCLUDED IN THE CITY OF SEASIDE'S 2023 PAVEMENT REHABILITATION PROJECT AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF SEASIDE FOR REPAIR TO THE SANITARY SEWER SYSTEM AS PART OF THE PROJECT

PURPOSE

The purpose of this item is to adopt a resolution approving the plans and specifications for the repair of a sewer main as part of the 2023 Pavement Rehabilitation Project, and to consider a reimbursement agreement with the City of Seaside (City) for repair of the sanitary sewer main as a part of the City of Seaside 2023 Pavement Rehabilitation Project.

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the repair of a sewer main including in the City of Seaside's 2023 Pavement Rehabilitation Project and authorizing the District Manager to execute a reimbursement agreement with the City of Seaside for repairs to the sanitary sewer main as a part of the City of Seaside's 2023 Pavement Rehabilitation Project.

BACKGROUND

The City has started construction on the 2023 Pavement Rehabilitation Project, which includes repaving 13 street segments, sidewalk accessibility upgrades, signage and striping, and the repair of the sanitary sewer main on Flores Street.

During the pavement resurfacing design phase, District crews discovered a damaged section of the sanitary sewer main on Flores Street. Approximately two-foot section will be removed and replaced. The City has proposed to perform this work concurrently and with the same construction contract for the City's pavement resurfacing 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 Pavement Engineering Inc. (PEI) as the engineering firm to design the proposed pavement resurfacing project. As part of this work, the sanitary sewer repair specification and detail were incorporated into the bid documents. 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 and a proportionate share for mobilization, traffic control, water pollution control, and construction management and inspection services. The estimated cost to SCSD for their portion of the work being done by the City construction contractor is \$10,005.56. A contingency amount of approximately 10% of the construction cost for unforeseen circumstances associated with the construction has been authorized by the Seaside City Council. The construction contract was awarded to Coastal Paving & Excavating Inc. at the June 6, 2024 Seaside City Council meeting. The total SCSD amount of the construction cost, including contingencies, to be reimbursed to the City upon completion of the scope of work of the City project, is \$11,006.11.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs pavement overlay and repair of the sanitary sewer utility, and involves negligible or no expansion of use.

FISCAL IMPACT

The reimbursement agreement with the City of Seaside, to repair the sanitary sewer main as part of the 2023 Pavement Rehabilitation Project, is for an estimated amount of \$10,005.56 plus 10% contingency for total construction cost of \$11,006.11, to be funded from the Sewer Main Replacement fund (Account 953-8820-9215).

ATTACHMENTS

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

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE DISTRICT BOARD OF THE SEASIDE COUNTY
SANITATION DISTRICT**

**APPROVING THE PLANS AND SPECIFICATION FOR THE SANITARY SEWER
MAIN REPAIR INCLUDED IN THE CITY OF SEASIDE'S 2023 PAVEMENT
REHABILITATION PROJECT AND AUTHORIZING A REIMBURSEMENT
AGREEMENT WITH THE CITY OF SEASIDE FOR REPAIR TO THE SANITARY
SEWER SYSTEM AS A PART OF THE PROJECT**

WHEREAS, the City of Seaside (City) 2023 Pavement Rehabilitation Project (Project), will include repaving 13 streets, sidewalk accessibility improvements, sewer main repair, sign relocations, and striping; and

WHEREAS, the sewer main repair consists of removing and replacing approximately 2-foot damaged section of the sanitary sewer main located on Flores Street; and

WHEREAS, the repair of the sewer main will be completed concurrently and with the construction contract for the City's Project; and

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

WHEREAS, in May 2024, Pavement Engineering Inc. (PEI) completed design of the pavement rehabilitation project and prepared the bid documents, which incorporated the sewer main repair specifications and detail; and

WHEREAS, the City proposes to repair the sewer main with the 2023 Pavement Rehabilitation Project with the District paying its share of probable cost; and

WHEREAS, Coastal Paving & Excavating Inc. was awarded the construction contract for the Project, with a total cost of \$10,005.56 pertaining to the portion of work to be performed for the sewer main repair including construction management and inspection services as outlined in Exhibit A; and

WHEREAS, staff recommends that a 10% contingency be applied to the estimated sum as is typical with construction projects, to accommodate unforeseen should the need arise; and

WHEREAS, Pursuant to preliminary review of the activities associated with this District 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 will repair the pavement of city streets and repairs the sanitary sewer utility and involves negligible or no expansion of use.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District Board approves the plans and specifications for the sanitary sewer main repair included in the City of Seaside's 2023 Pavement Rehabilitation Project dated April 25, 2024; and

BE IT FURTHER RESOLVED, that the District Board of the Seaside County Sanitation District authorizes the District Manager to execute a reimbursement agreement, as approved with any minor edits by the District's Counsel, with the City of Seaside for repairs to the sanitary sewer system as part of the 2023 Pavement Rehabilitation Project for an estimated amount of \$10,005.56 including a 10% contingency, for a total possible construction amount of \$11,006.11 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 District Board of the Seaside County Sanitation District duly held on the 10th day of September 2024, by the following vote:

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

APPROVED:

Jerry Blackwelder, Chair

ATTEST:

Dominique L. Davis, District Clerk

APPROVED TO FORM:

Reed W. Gallogly, District Counsel

2023 PAVEMENT REHABILITATION 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 repairing certain portions of sewer line and the reimbursement to CITY by SCSD for removing and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, the City of Seaside (“CITY”, “DEVELOPER”), in conjunction with its pavement project has planned to repair a portion of the SCSD sewer line; and

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

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

WHEREAS, SCSD has reviewed and approved the improvements associated with the repair of the sewer line, 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 repair 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 \$11,006.11 is a fair and equitable reimbursement for CITY’S costs of repairing the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by CONTRACTOR, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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
Seaside County Sanitation District
Attn: District Engineer
440 Harcourt Avenue
Seaside, CA 93955

CITY
City of Seaside
Attn: City Engineer
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 be 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.

13. 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 Monterey County, California.

14. 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

SEASIDE COUNTY SANITATION
DISTRICT:

CITY:

Date: _____

Date: _____

By: _____
Craig Malin
Interim District Manager

By: _____
Craig Malin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Reed W. Gallogly, District Counsel

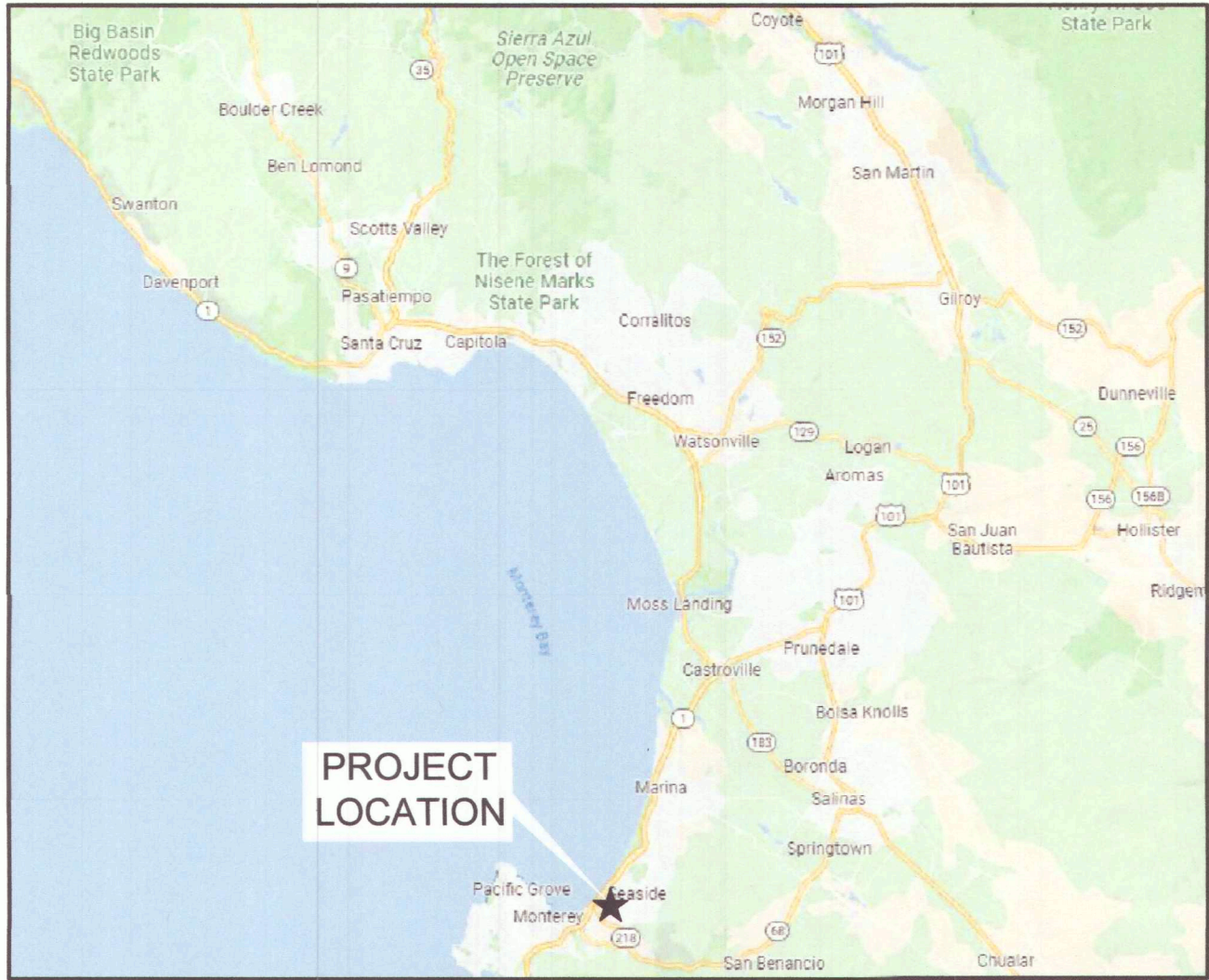
By: _____
Sheri L. Damon, City Attorney

Attachments: Exhibit A – 2023 Pavement Rehabilitation Sanitary Sewer Reimbursement
Tabulation

Exhibit A
2023 Pavement Rehabilitation
Sanitary Sewer
Reimbursement Tabulation

Item Description	2023 Pvmnt Rehab Bid item Price	Sanitary Sewer Repair Contribution Cost
Repair Existing Sanitary Sewer Line Break	\$8,000.00	\$8,000.00
Mobilization, Bonds & Insurance	\$110,000.00	\$375.79
Traffic Control	\$260,000.00	\$888.24
Water Pollution Control Program	\$32,793.60	\$112.03
CM & Inspection Consultant Costs	\$184,261.00	\$629.49
Total Sanitary Sewer Costs		\$10,005.56
10% Contingency		\$1,000.56
Total Sanitary Sewer Costs w/ Contingency		\$11,006.11

CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
CITY PROJECT NO. 212-24-89



VICINITY MAP
NTS
NORTH

GENERAL NOTES:

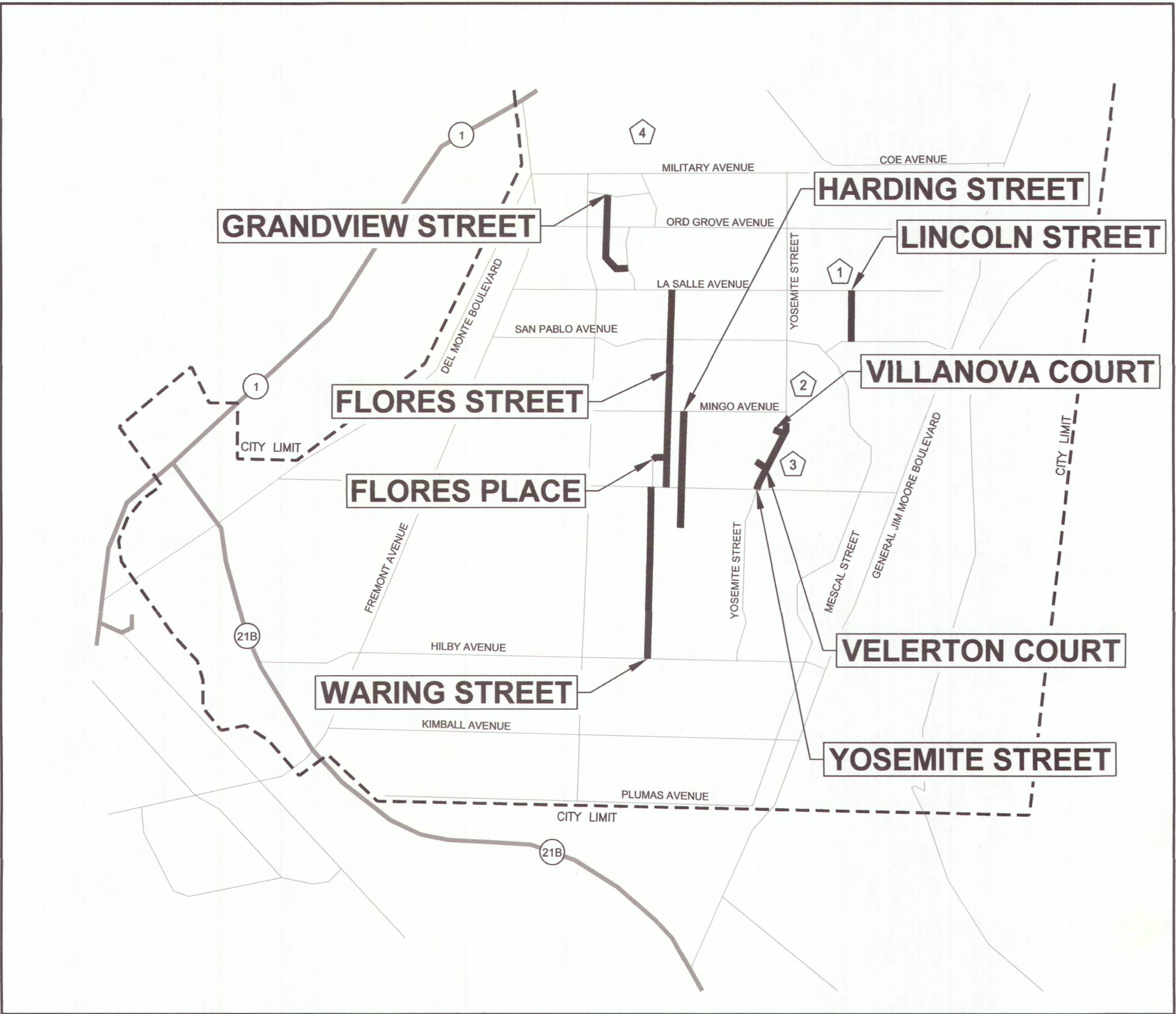
1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES &/OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES BEFORE STARTING WORK (48 HOURS NOTICE REQUIRED).
3. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO ALLOW UTILITY OWNERS TO MARK THE LOCATION OF THEIR RESPECTIVE UNDERGROUND FACILITIES/UTILITIES, PUBLIC OR PRIVATE, SHOWN OR NOT SHOWN ON THESE PLANS.
4. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL TRAFFIC CONTROL & DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION. LANE CLOSURES SHALL CONFORM TO STATE STANDARD PLANS.
5. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS & EGRESS TO ALL PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS OTHERWISE SHOWN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGES TO THE SITE OR THE SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING FACILITIES THAT ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO THE PROPOSED & EXISTING DRAINAGE FACILITIES FROM EXISTING & NEW PAVEMENT.
8. CONTRACTOR SHALL DISPOSE OF ALL PROJECT WASTE IN A LEGAL MANNER.
9. ADJUST ALL UTILITY FRAMES, COVERS & VAULTS WITHIN LIMITS OF PAVING TO FINISHED GRADE AFTER THE PLACEMENT OF FINAL HMA SURFACE COURSE, EXCEPT WHERE NOTED OTHERWISE IN THESE PLANS.
10. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL TRAFFIC STRIPING, PAVEMENT MARKINGS & CURB PAINT DAMAGED OR OBLITERATED WITHIN LIMITS OF WORK. TRAFFIC STRIPING, PAVEMENT MARKINGS & CURB PAINT SHALL MATCH EXISTING UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE CITY. ALL STRIPING SHALL BE THERMOPLASTIC & SHALL BE REPLACED PER CALTRANS 2023 STRIPING DETAILS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPILING AN EXISTING TRAFFIC STRIPING & PAVEMENT MARKING PLAN PRIOR TO REMOVING, OBLITERATING, OR COVERING ANY EXISTING STRIPING & PAVEMENT MARKINGS, OR STARTING WORK ON AFFECTED STREET. THIS PLAN MUST BE SUBMITTED TO THE ENGINEER & APPROVED PRIOR TO COMMENCING ANY WORK ON THE AFFECTED STREET.
12. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING SURVEY MONUMENTS LOCATED WITHIN WELLS WITHIN THE LIMITS OF & ADJACENT TO WORK. IF AN EXISTING MONUMENT IS DISTURBED, THE CONTRACTOR, AT THEIR OWN EXPENSE, SHALL BE RESPONSIBLE FOR RESETTling THE MONUMENT PER RECORD INFORMATION & RECORD IT.

PLANS APPROVED FOR CONSTRUCTION

Nisha Patel
NISHA PATEL, RCE #72491
CITY ENGINEER

4-23-24
DATE

SHEET INDEX			
SHEET NO.	SHEET TITLE	SHEET DESCRIPTION	BASE BID/ALTERNATE
1	TITLE SHEET	-	-
2 - 4	FLORES PLACE & FLORES STREET	BROADWAY AVENUE TO LA SALLE AVENUE	BASE BID
5 - 6	GRANDVIEW STREET	LUXTON STREET TO CIRCLE AVENUE	
7	HARDING STREET	ELM AVENUE TO MINGO AVENUE	
8	LINCOLN STREET	SAN PABLO AVENUE TO LA SALLE AVENUE	
9 - 10	WARING STREET	HILBY AVENUE TO BROADWAY AVENUE	
11	YOSEMITE STREET	BROADWAY AVENUE TO ~70 LF S/O MINGO AVENUE	BID ALTERNATE 1
12 - 13	CONTROL POINT DATA SUMMARY	LOCATION MAPS, CONTROL POINT TABLES, & CURB RAMP NOTES	-
14 - 19	ENLARGEMENTS A - F	CURB RAMPS @ FLORES STREET	BASE BID
20 - 23	ENLARGEMENTS G - J	CURB RAMPS @ GRANDVIEW STREET	BASE BID
24	ENLARGEMENT K	CURB RAMPS @ HARDING STREET	BASE BID
25	ENLARGEMENT L	CURB RAMPS @ LINCOLN STREET	BASE BID
26 - 30	ENLARGEMENTS M - Q	CURB RAMPS @ WARING STREET	BASE BID
31 - 33	ENLARGEMENTS R - T	CURB RAMPS @ YOSEMITE STREET	BID ALTERNATE 1
34	ENLARGEMENT U	R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE	BASE BID
35 - 36	DETAILS	-	-



- 1 ORD TERRACE ELEMENTARY SCHOOL
- 2 INTERNATIONAL SCHOOL OF MONTEREY
- 3 MARTIN LUTHER KING JUNIOR SCHOOL OF ARTS
- 4 SEASIDE HIGH SCHOOL

LOCATION MAP
NTS
NORTH

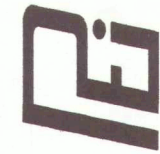
LEGEND

	REMOVE & REPLACE 4" HMA		APPROXIMATE PROPERTY BOUNDARY
	REMOVE, REGRADE, & PLACE 6" HMA		APPROXIMATE EASEMENT LINE
	REMOVE & REPLACE PCC SIDEWALK / CROSS GUTTER		BORING LOCATION
	REMOVE & REPLACE PCC CURB & GUTTER		ELECTRICAL VAULT COVER
	REMOVE & REPLACE HMA DIKE		"SILENT KNIGHT" MANHOLE COVER
	REMOVE & REPLACE HMA TRANSITION @ DRIVEWAY		WATER VALVE
	TYPE A1 KEYCUT		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	TYPE A2 KEYCUT		SEWER CLEANOUT (EX.)
	TYPE B1 KEYCUT		FIRE HYDRANT (EX.)
	TYPE B2 KEYCUT		BLUE RETROREFLECTIVE PAVEMENT MARKER
	TYPE B3 KEYCUT		SURVEY MONUMENT

	GAS VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "H"
	PRUNE & REMOVE TREE ROOTS		PROPERTY ADDRESS
	GRATE INLET (NEW)		FLOWLINE
	CATCH BASIN (EX.)		SIDEWALK
	CALTRANS STRIPING DETAIL "XX"		TOP OF CURB
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		EDGE OF PAVEMENT
	12" WHITE LIMIT LINE (THERMO)		TOP OF PAVEMENT
	12" WHITE CROSSWALK LINE (THERMO)		PORTLAND CEMENT CONCRETE
	12" YELLOW CROSSWALK LINE (THERMO)		HMA
	YELLOW LADDER CROSSWALK (THERMO)		R&R

	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "H"
	PROPERTY ADDRESS
	FLOWLINE
	SIDEWALK
	TOP OF CURB
	EDGE OF PAVEMENT
	TOP OF PAVEMENT
	PORTLAND CEMENT CONCRETE
	HMA
	REMOVE & REPLACE

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

TITLE SHEET



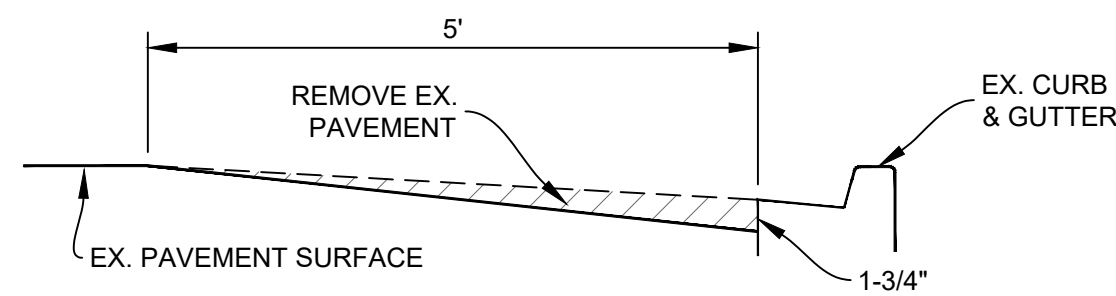
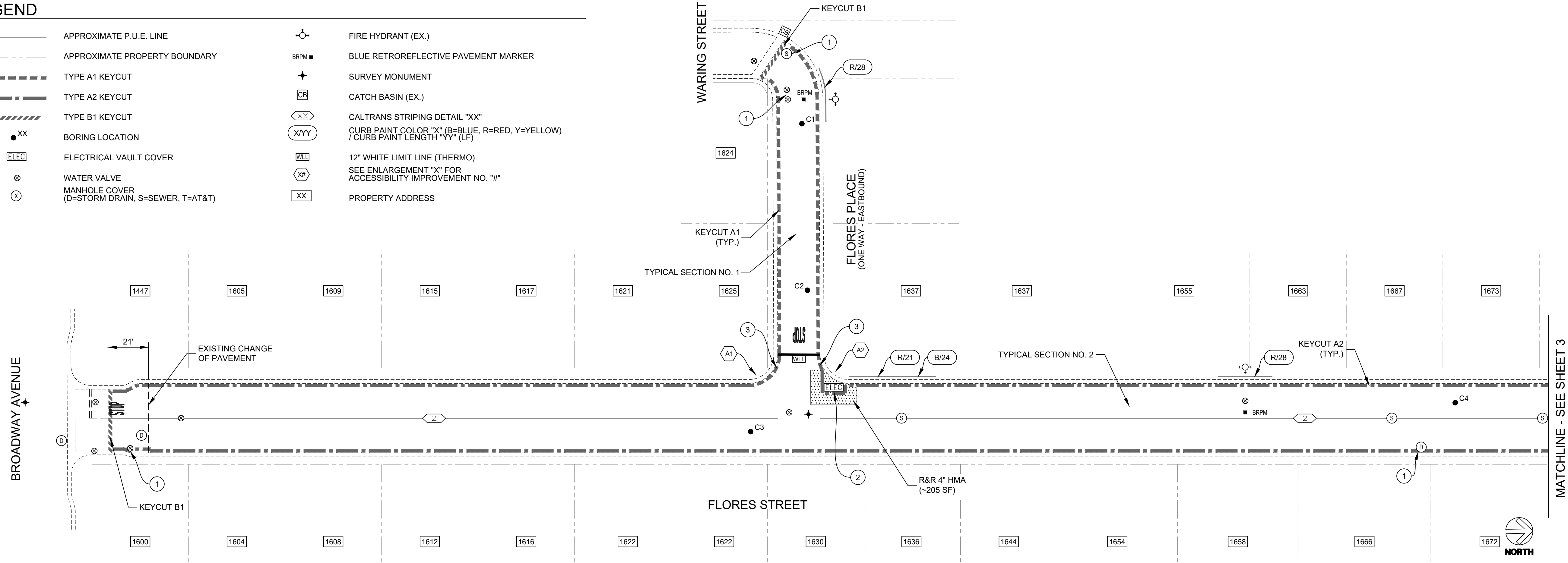
DRAWN BY:	BM, JL
PROJECT NUMBER:	230127
SCALE:	N/A
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER	

1 of 36

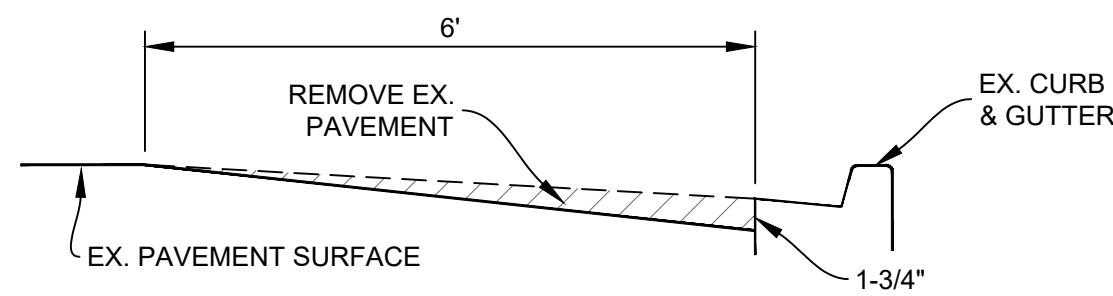
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LEGEND

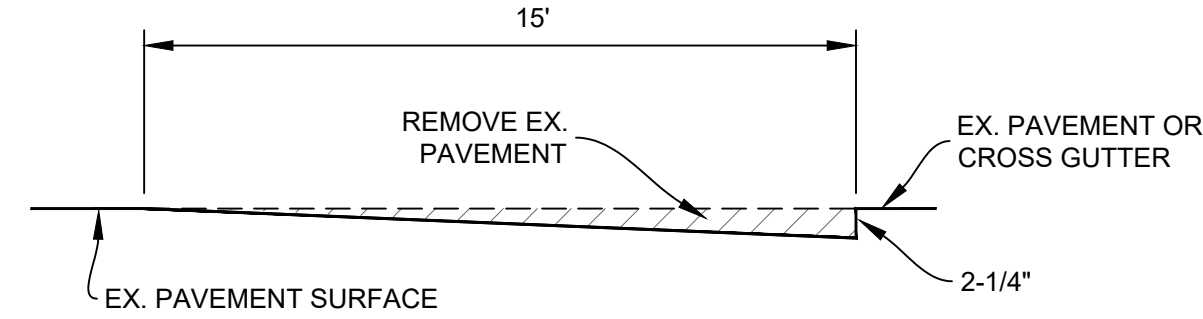
	APPROXIMATE P.U.E. LINE		FIRE HYDRANT (EX.)
	APPROXIMATE PROPERTY BOUNDARY		BLUE RETROREFLECTIVE PAVEMENT MARKER
	TYPE A1 KEYCUT		SURVEY MONUMENT
	TYPE A2 KEYCUT		CATCH BASIN (EX.)
	TYPE B1 KEYCUT		CALTRANS STRIPING DETAIL "XX"
	BORING LOCATION		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	ELECTRICAL VAULT COVER		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		PROPERTY ADDRESS



KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS



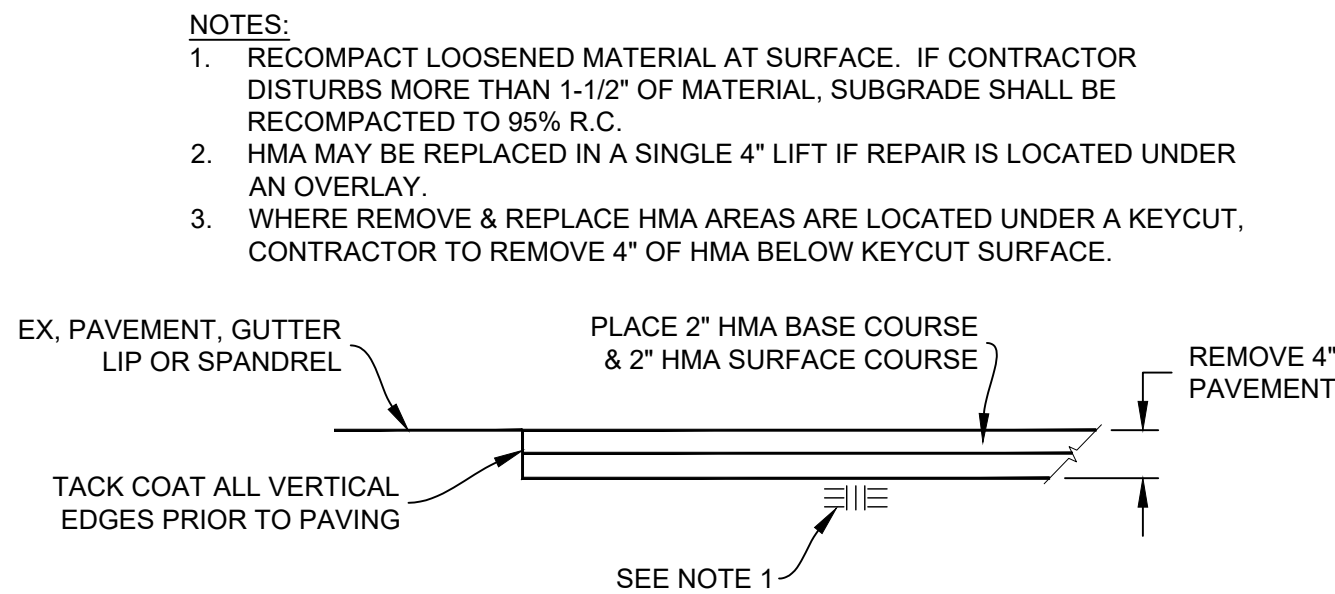
KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS



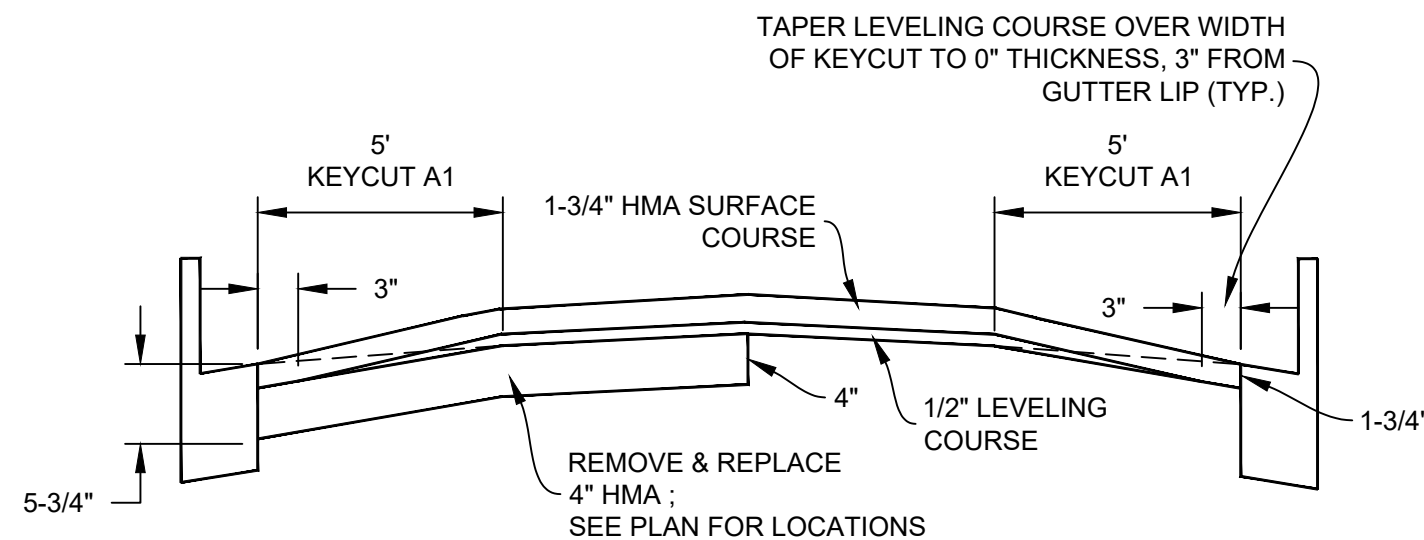
KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

CONSTRUCTION NOTES (SHEET 2):

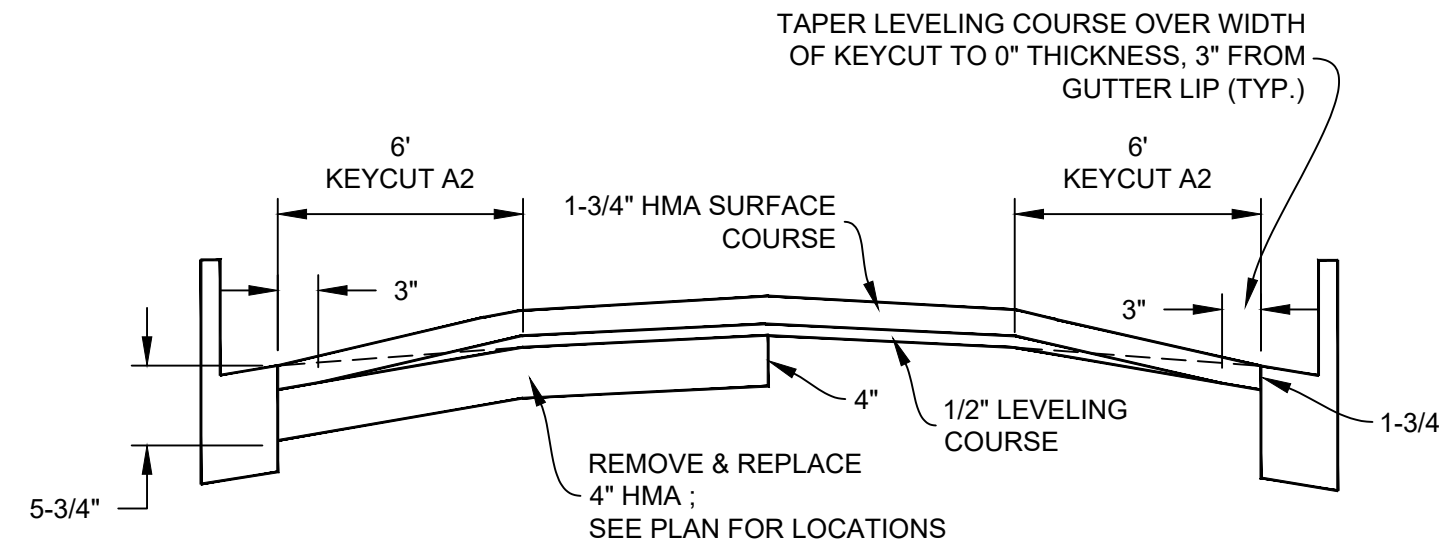
- LOWER UTILITY COVER PRIOR TO COLD PLANE.
- PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
- TRANSITION BETWEEN KEYCUT WIDTHS AROUND CURB RETURN.



REMOVE & REPLACE 4" HMA
NTS



TYPICAL SECTION NO. 1
NTS



TYPICAL SECTION NO. 2
NTS

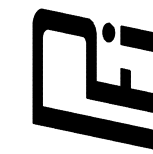
BORING LOG

NO.	AC	FABRIC (Y/N)
C1	2.75"	N
C2	2.75"	N
C3	2.5"	N
C4	2.25"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

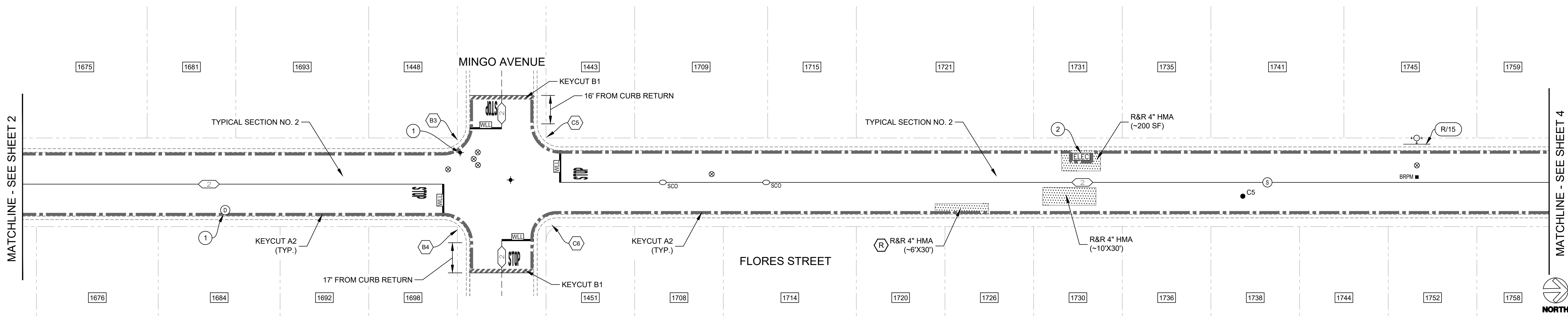
BASE BID - FLORES PLACE & FLORES STREET

BROADWAY AVENUE TO ~250 FT S/O MINGO AVENUE



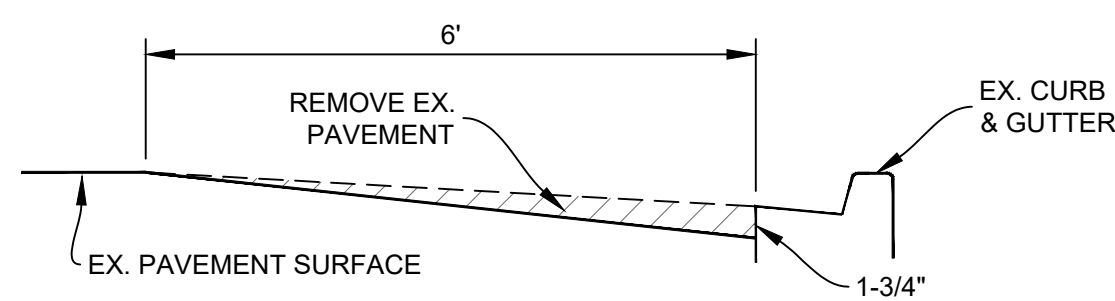
DRAWN BY:	BM_JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

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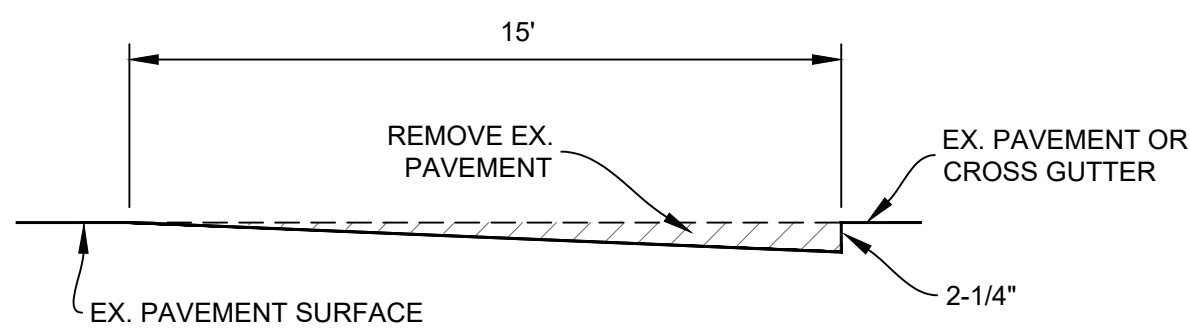


LEGEND

	REMOVE & REPLACE 4" HMA		FIRE HYDRANT (EX.)
	APPROXIMATE P.U.E. LINE		BLUE RETROREFLECTIVE PAVEMENT MARKER
	APPROXIMATE PROPERTY BOUNDARY		PRUNE & REMOVE TREE ROOTS
	TYPE A2 KEYCUT		SURVEY MONUMENT
	TYPE B1 KEYCUT		CALTRANS STRIPING DETAIL "XX"
	BORING LOCATION		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	ELECTRICAL VAULT COVER		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	MANHOLE COVER (D=S&T, S=SEWER, T=AT&T)		PROPERTY ADDRESS
	SEWER CLEANOUT (EX.)		

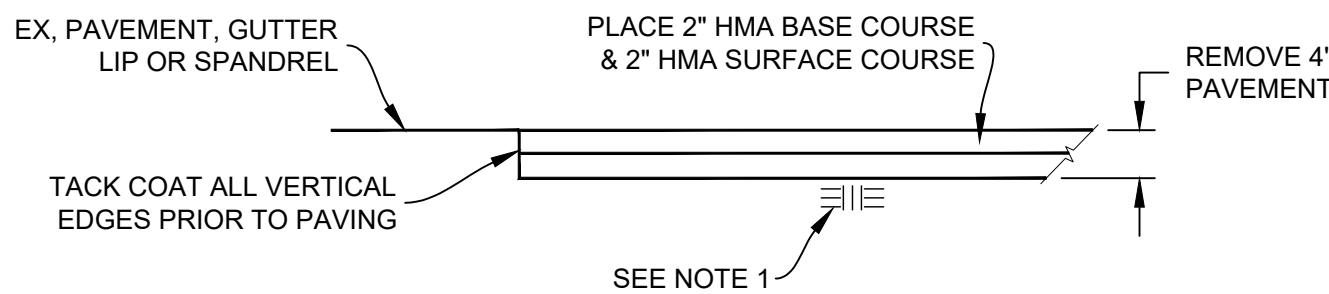


KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

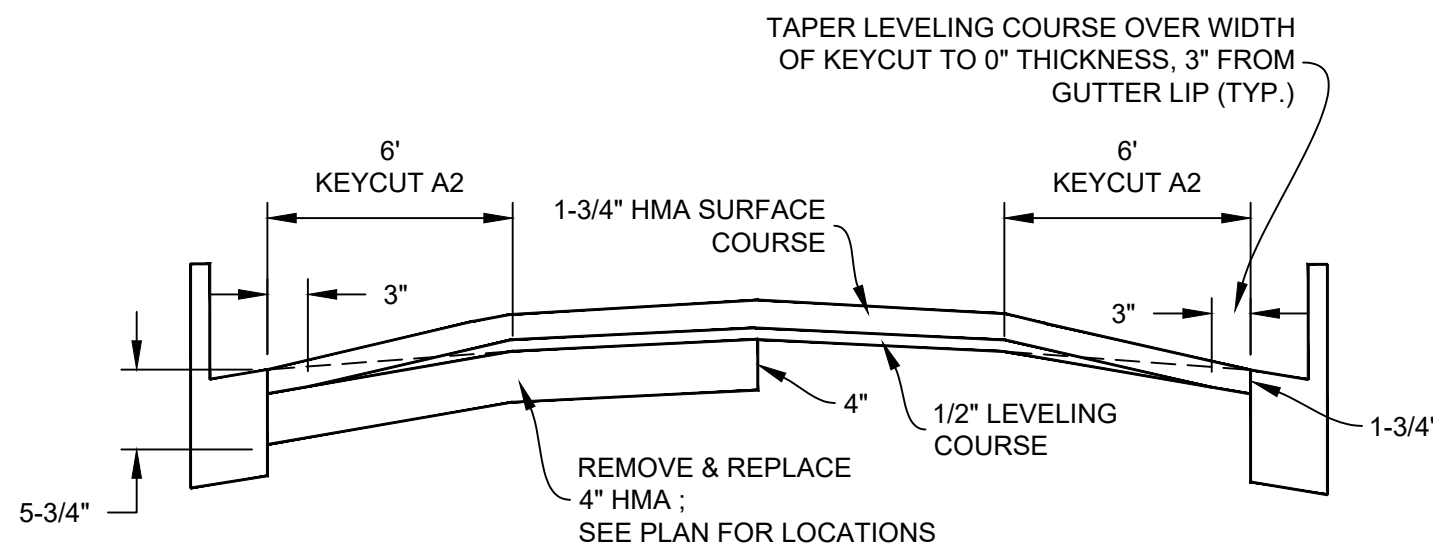


KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



TYPICAL SECTION NO. 2
NTS

CONSTRUCTION NOTES (SHEET 3):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.

BORING LOG

NO.	AC	FABRIC (Y/N)
C5	1.75"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - FLORES STREET

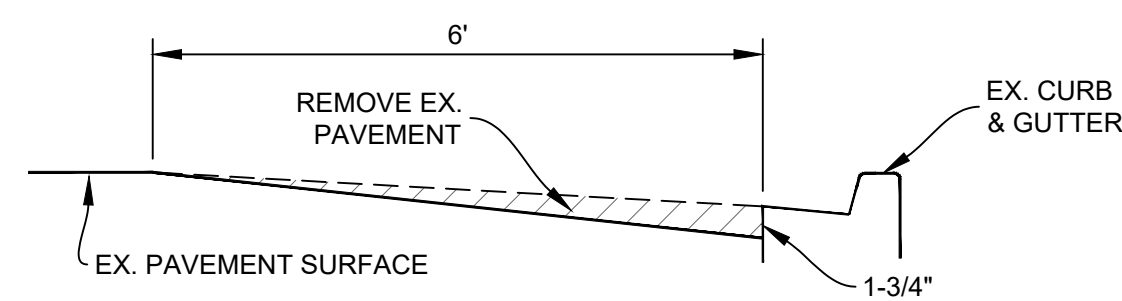
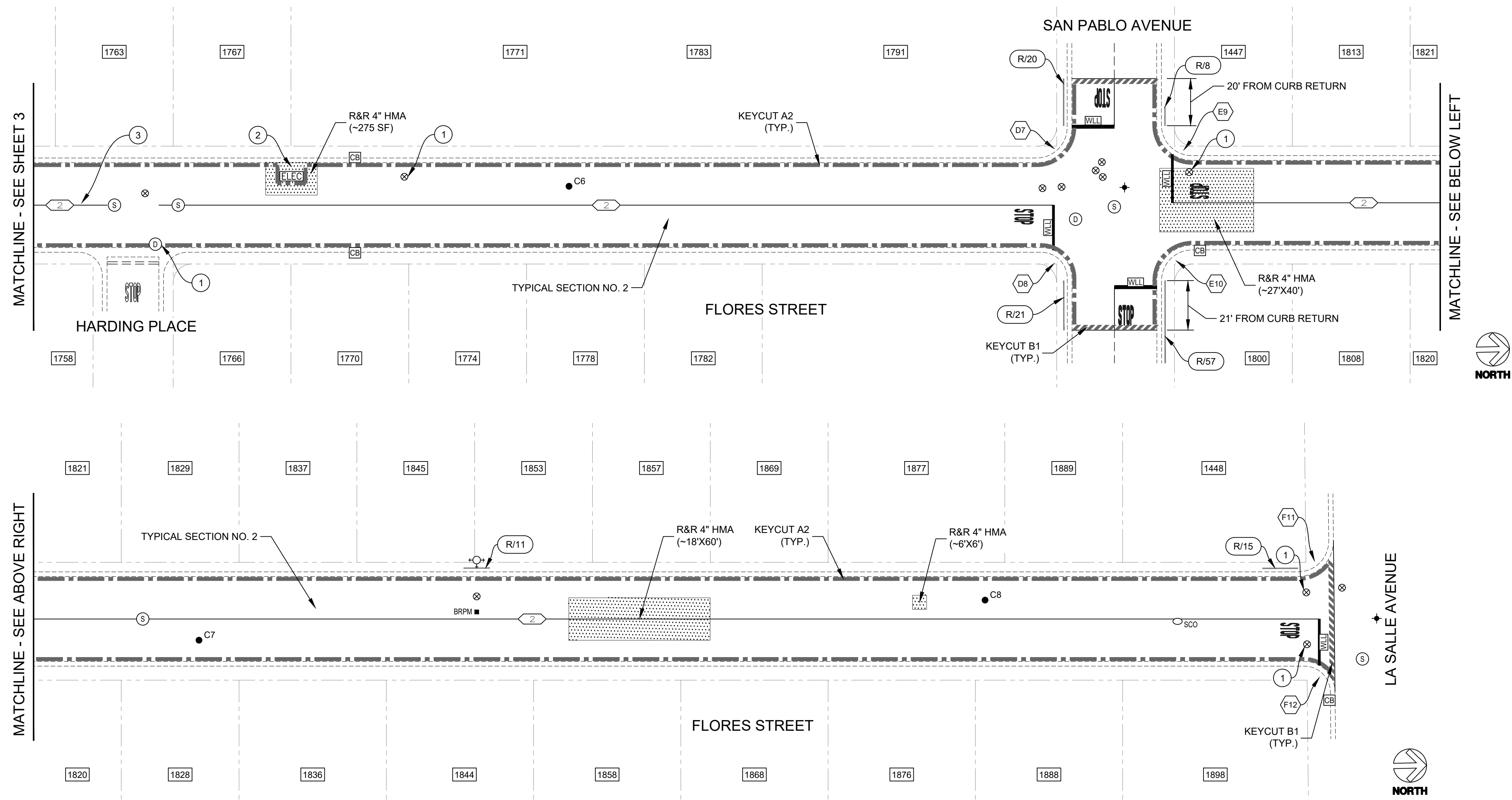
~250 FT SOUTH OF MINGO AVENUE TO HARDING PLACE



DRAWN BY:	BM, JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

3 of 36

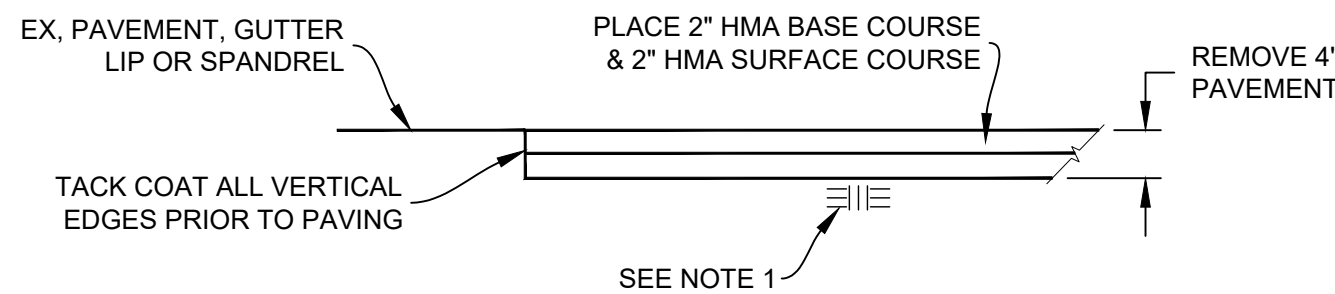
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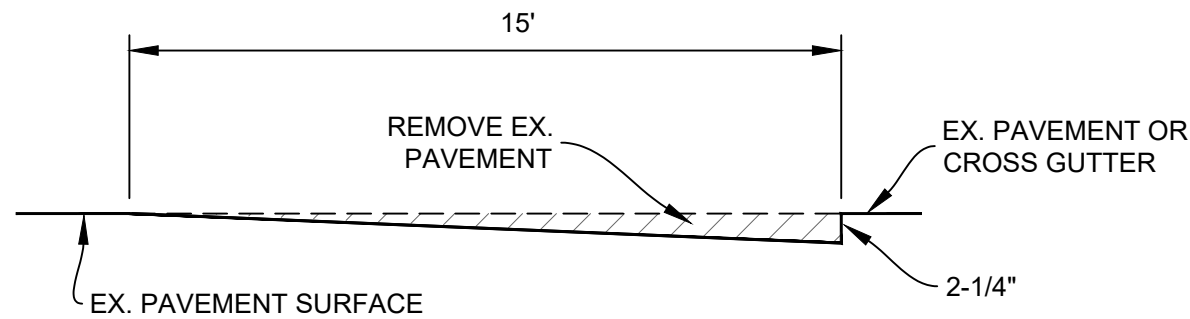
KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

NOTES:

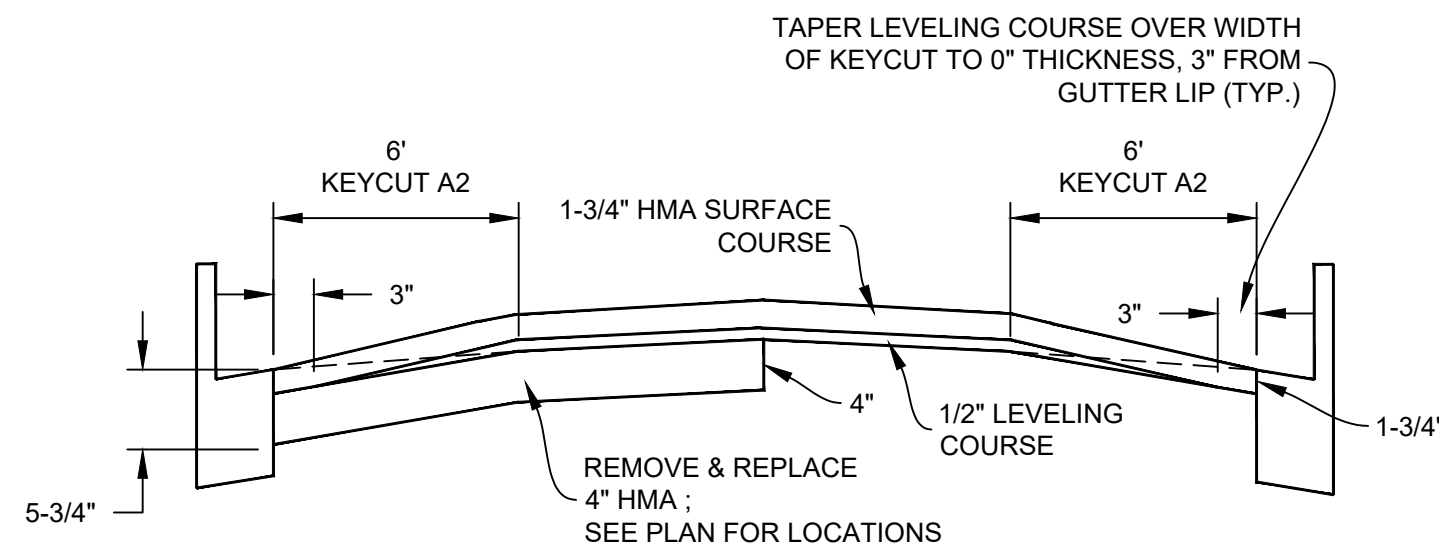
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS



TYPICAL SECTION NO. 2
NTS

LEGEND

	REMOVE & REPLACE 4" HMA
	APPROXIMATE P.U.E. LINE
	APPROXIMATE PROPERTY BOUNDARY
	TYPE A2 KEYCUT
	TYPE B1 KEYCUT
	BORING LOCATION
	ELECTRICAL VAULT COVER
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	SEWER CLEANOUT (EX.)
	FIRE HYDRANT (EX.)
	BLUE RETROREFLECTIVE PAVEMENT MARKER
	SURVEY MONUMENT
	CATCH BASIN (EX.)
	CALTRANS STRIPING DETAIL "XX"
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	12" WHITE LIMIT LINE (THERMO)
	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 4):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
3. REPAIR EXISTING BREAK IN SANITARY SEWER LINE @ APPROXIMATE LOCATION SHOWN. SEWER DISTRICT TO IDENTIFY LOCATION OF REPAIR PRIOR TO CONSTRUCTION. SEE DETAILS ON SHEET 36 FOR ADDITIONAL INFORMATION.

BORING LOG

NO.	AC	FABRIC (Y/N)
C6	1.5"	N
C7	1.75"	N
C8	2"	N

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - FLORES STREET

HARDING PLACE TO LA SALLE AVENUE



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

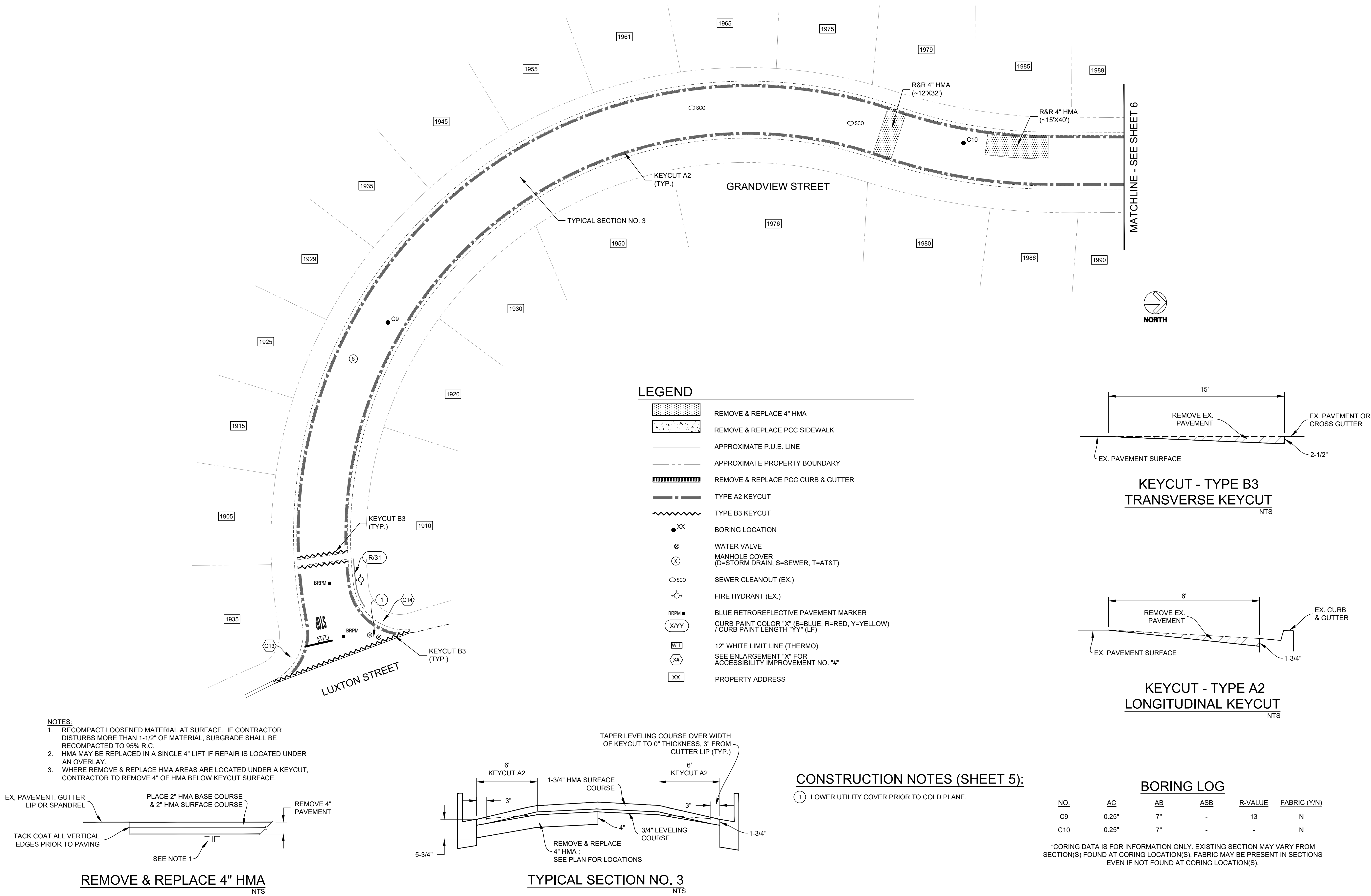
VERIFY SCALE

BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:01 AM



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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - GRANDVIEW STREET

LUXTON STREET TO ORD GROVE AVENUE



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

VERIFY SCALE

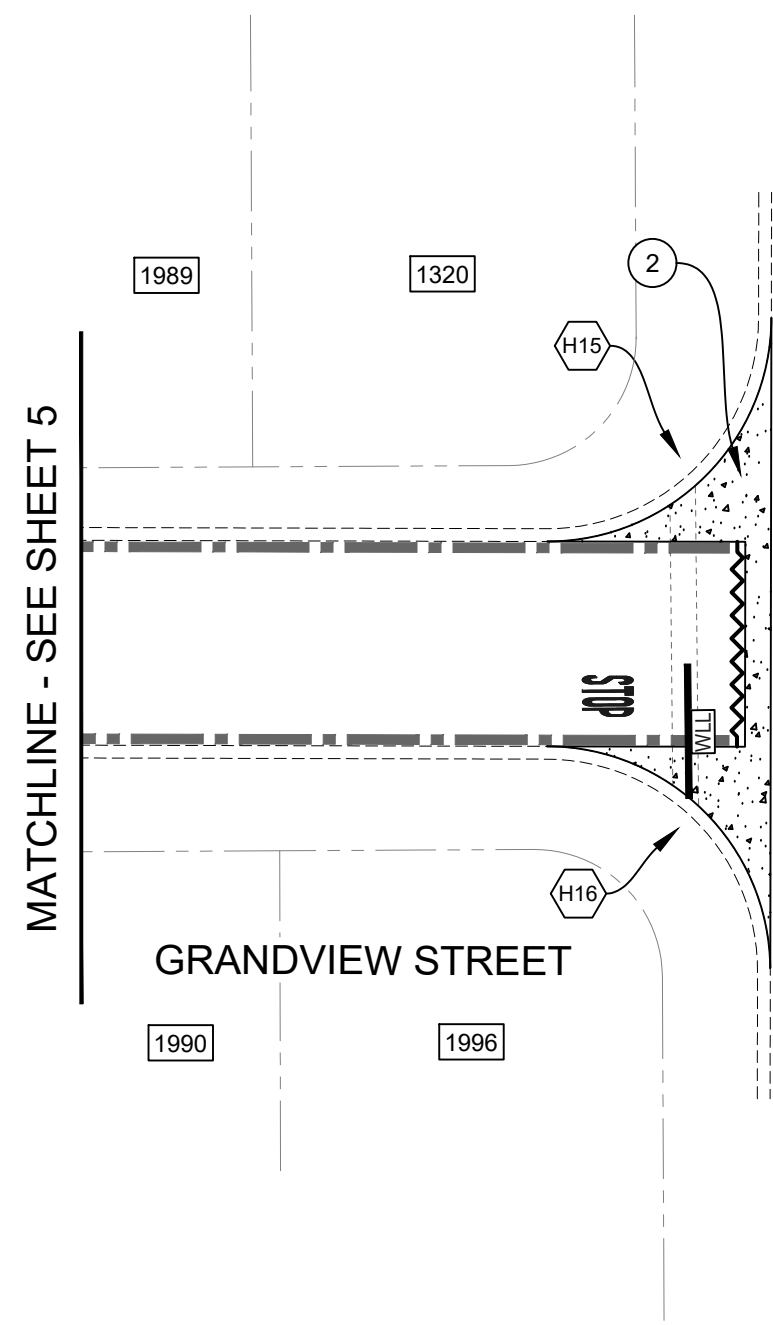
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

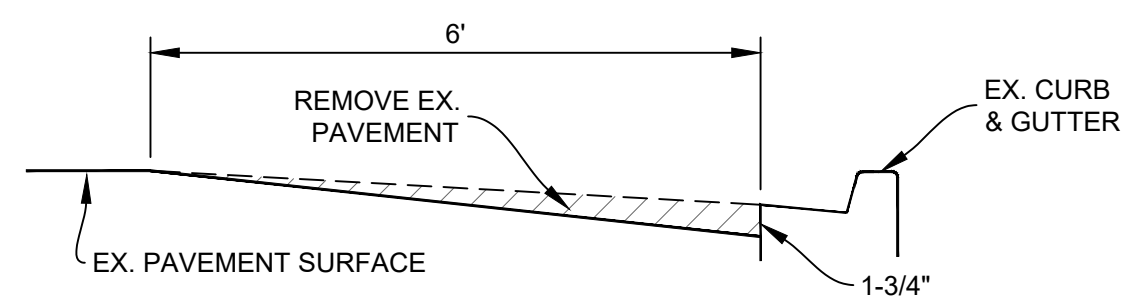
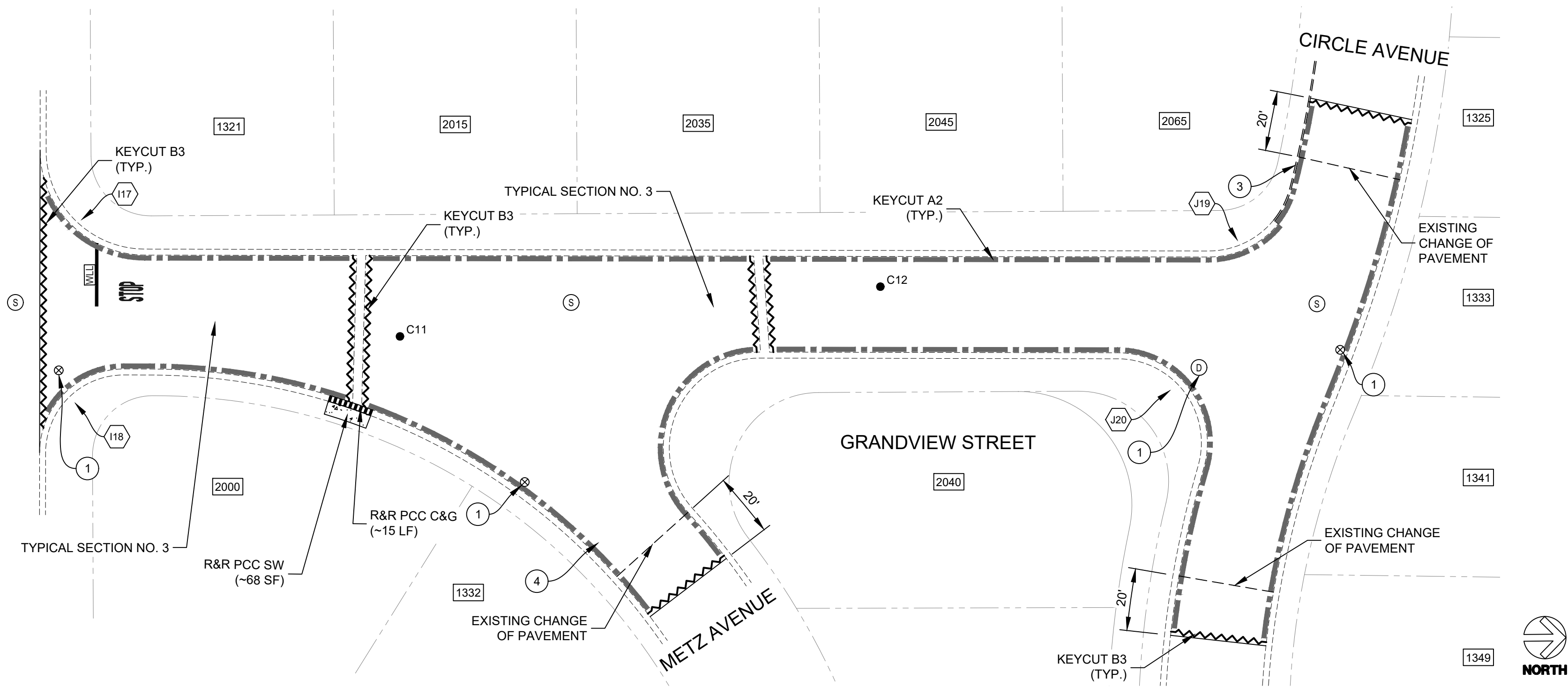
SHEET NUMBER:

5 of 36

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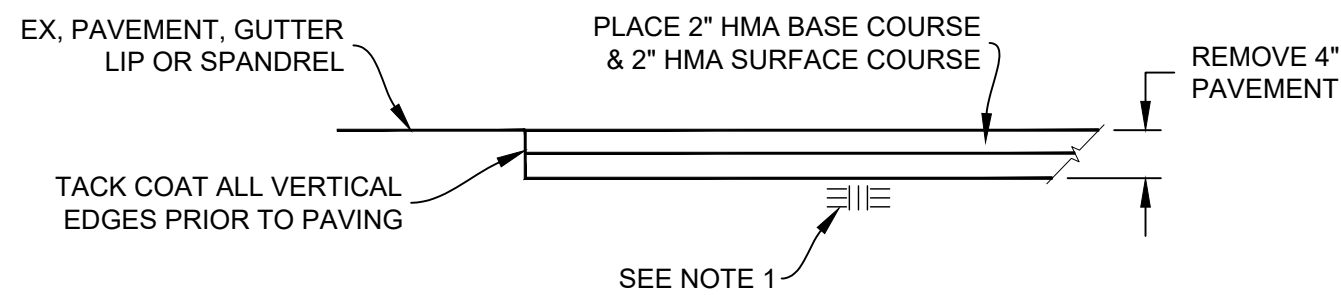
ORD GROVE AVENUE



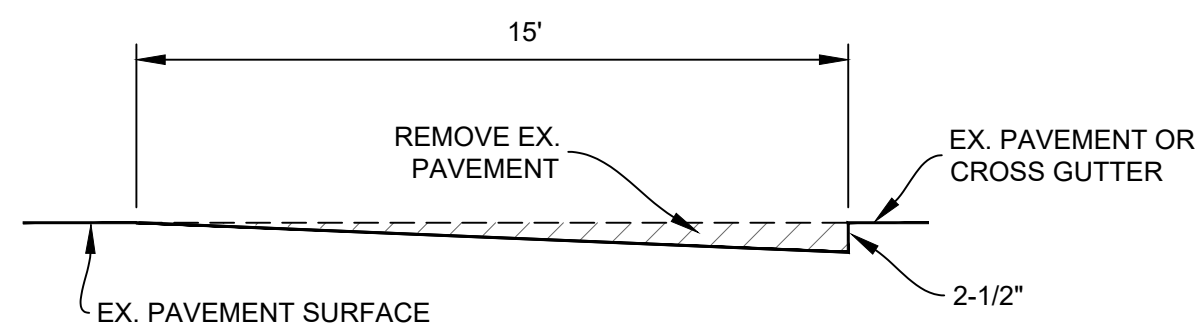
KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

NOTES:

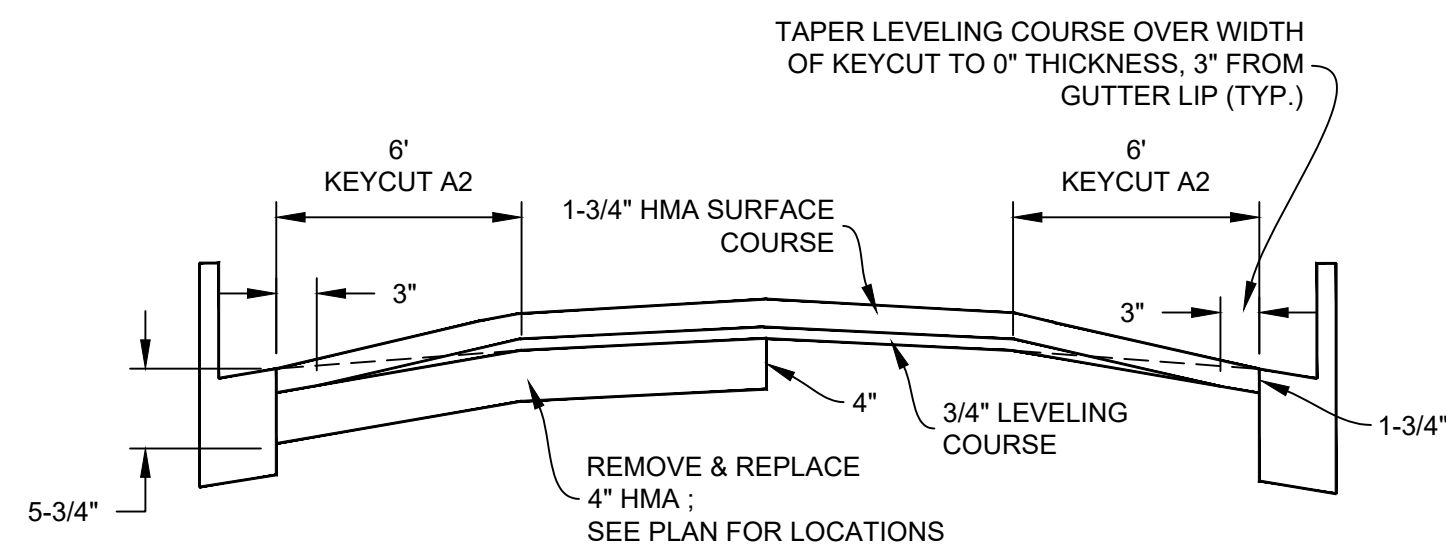
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B3
TRANSVERSE KEYCUT
NTS



TYPICAL SECTION NO. 3
NTS

LEGEND

- REMOVE & REPLACE 4" HMA
- REMOVE & REPLACE PCC SIDEWALK / CONSTRUCT PCC VALLEY GUTTER
- APPROXIMATE P.U.E. LINE
- APPROXIMATE PROPERTY BOUNDARY
- REMOVE & REPLACE PCC CURB & GUTTER
- TYPE A2 KEYCUT
- TYPE B3 KEYCUT
- BORING LOCATION
- WATER VALVE
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- 12" WHITE LIMIT LINE (THERMO)
- SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
- PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 6):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. REMOVE EXISTING CROSS GUTTER & CONSTRUCT PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106. SEE SHEET 21 FOR ADDITIONAL INFORMATION.
3. PROTECT IN PLACE EXISTING AC BERM.
4. INSTALL WHITE CONTINENTAL CROSSWALK BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.

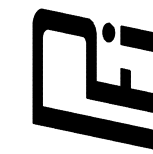
BORING LOG

NO.	AC	AB	ASB	R-VALUE	FABRIC (Y/N)
C11	0.5"	6.5"	-	27	N
C12	0.25"	4"	6	-	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - GRANDVIEW STREET

ORD GROVE AVENUE TO CIRCLE AVENUE



DRAWN BY:

BM_JL

PROJECT NUMBER:

230127

SCALE:

1"=30'

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

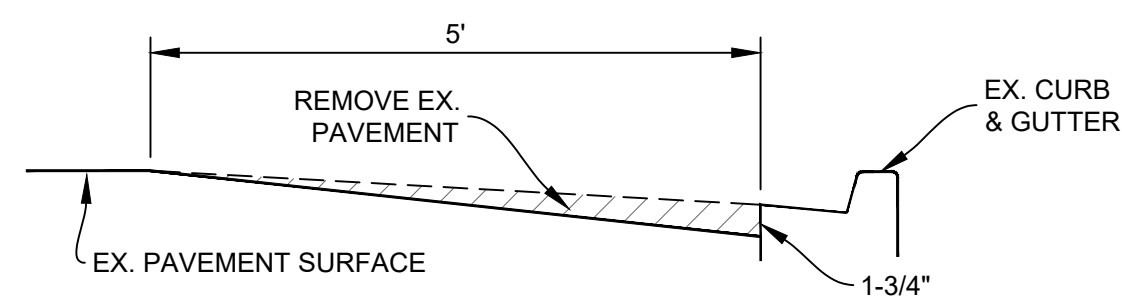
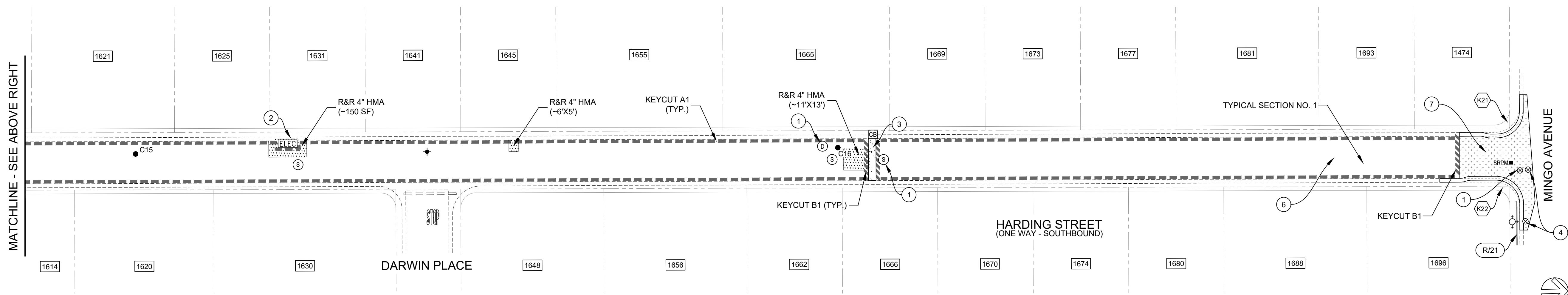
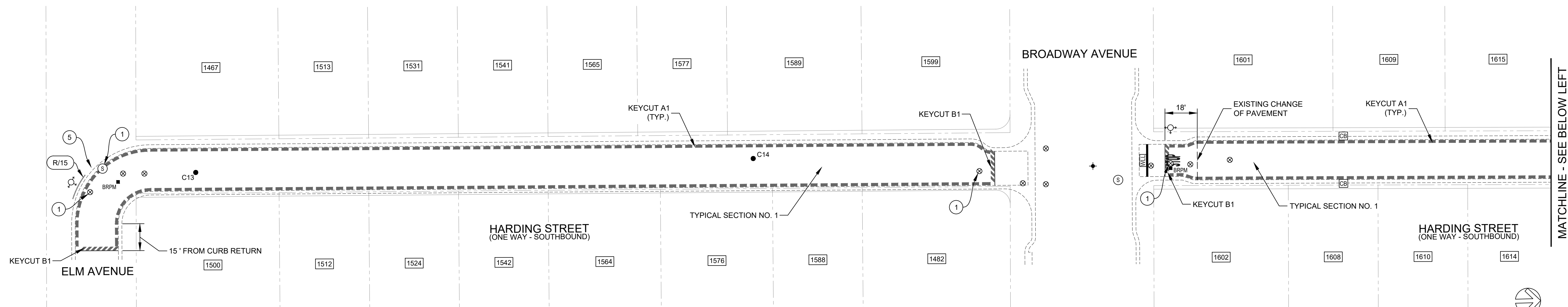
DATE:

APRIL 2024

SHEET NUMBER:

6 of 36

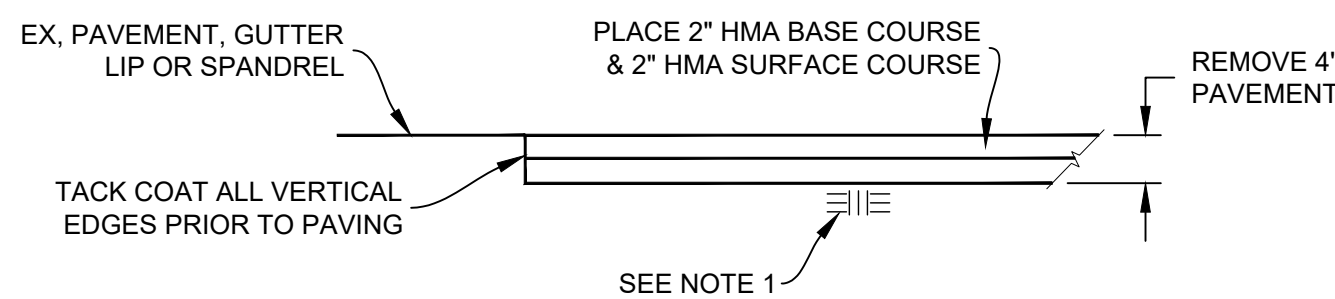
P:\R17\2\SHARED\DRIVE\PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG, Plot Date: 4/17/2024, 10:02 AM



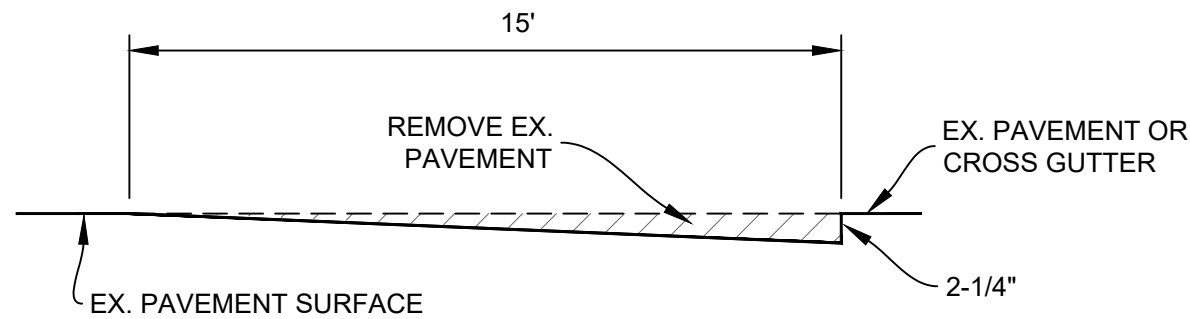
KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS

NOTES:

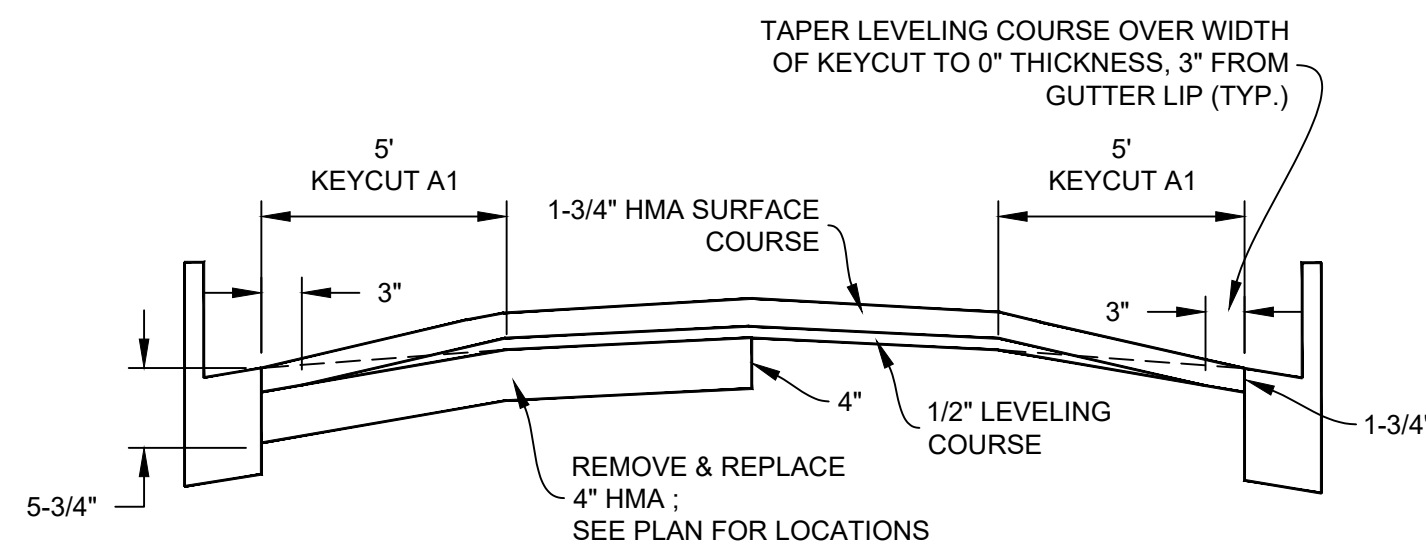
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS



TYPICAL SECTION NO. 1
NTS

LEGEND

	REMOVE & REPLACE 4" HMA
	REMOVE & REPLACE PCC CROSS GUTTER
	REMOVE, REGRADE, & PLACE 6" HMA
	APPROXIMATE P.U.E. LINE
	APPROXIMATE PROPERTY BOUNDARY
	TYPE A1 KEYCUT
	TYPE B1 KEYCUT
	BORING LOCATION
	ELECTRICAL VAULT COVER
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	FIRE HYDRANT (EX.)
	BLUE RETROREFLECTIVE PAVEMENT MARKER
	SURVEY MONUMENT
	GRATE INLET (NEW)
	CATCH BASIN (EX.)
	CALTRANS STRIPING DETAIL "XX"
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	12" WHITE LIMIT LINE (THERMO)
	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "H"
	PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 7):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
- 3 REMOVE & REPLACE PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106.
- 4 PRIOR TO CONCRETE IMPROVEMENTS, LOWER UTILITY COVER. SEE CORRESPONDING ENLARGEMENT FOR MORE INFORMATION.
- 5 RECONSTRUCT R.C.P. PIPE & HEADWALL PER ENLARGEMENT U ON SHEET 34.
- 6 REPAIR EXISTING BREAK IN SANITARY SEWER LINE @ APPROXIMATE LOCATION SHOWN. SEWER DISTRICT TO IDENTIFY LOCATION OF REPAIR PRIOR TO CONSTRUCTION. SEE DETAILS ON SHEET 36 FOR ADDITIONAL INFORMATION.
- 7 SEE SHEET 24 FOR ADDITIONAL INFORMATION ON REGRADING.

BORING LOG

NO.	AC	FABRIC (Y/N)
C13	2.25"	N
C14	2.25"	N
C15	2.25"	N
C16	2.5"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - HARDING STREET

ELM AVENUE TO MINGO AVENUE



DRAWN BY:

BM, JL

PROJECT NUMBER:

230127

SCALE:

1"=30'

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

DATE:

APRIL 2024

SHEET NUMBER:

7 of 36



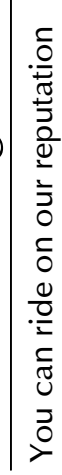
	REMOVE & REPLACE 4" HMA		FIRE HYDRANT (EX.)
	REMOVE, REGRADE, & PLACE 6" HMA		BLUE RETROREFLECTIVE PAVEMENT MARKER
	APPROXIMATE PROPERTY BOUNDARY		SURVEY MONUMENT
	TYPE A1 KEYCUT		CATCH BASIN (EX.)
	TYPE B1 KEYCUT		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	BORING LOCATION		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		YELLOW CONTINENTAL CROSSWALK (THERMO)
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	SEWER CLEANOUT (EX.)		PROPERTY ADDRESS



- ## REMOVE & REPLACE 4" HMA



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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - LINCOLN STREET

SAN PABLO AVENUE TO LA SALLE AVENUE



DRAWN BY:

BM,JL

PROJECT NUMBER: 000407

SCALE:

SCALE: 1"=30'

VERIEV SC

BAR REPRESENTATIVE

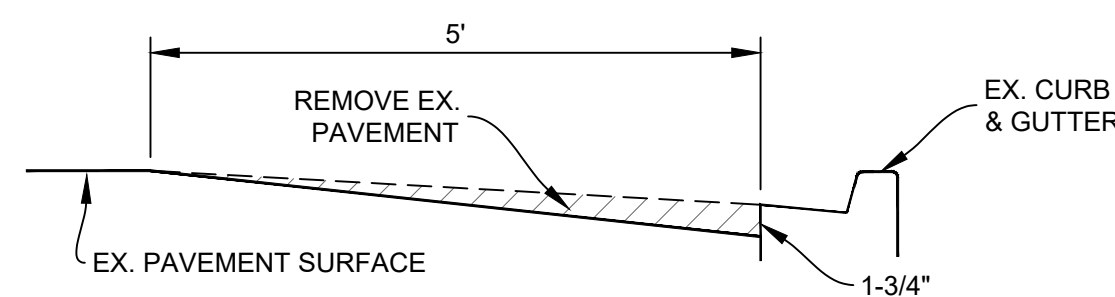
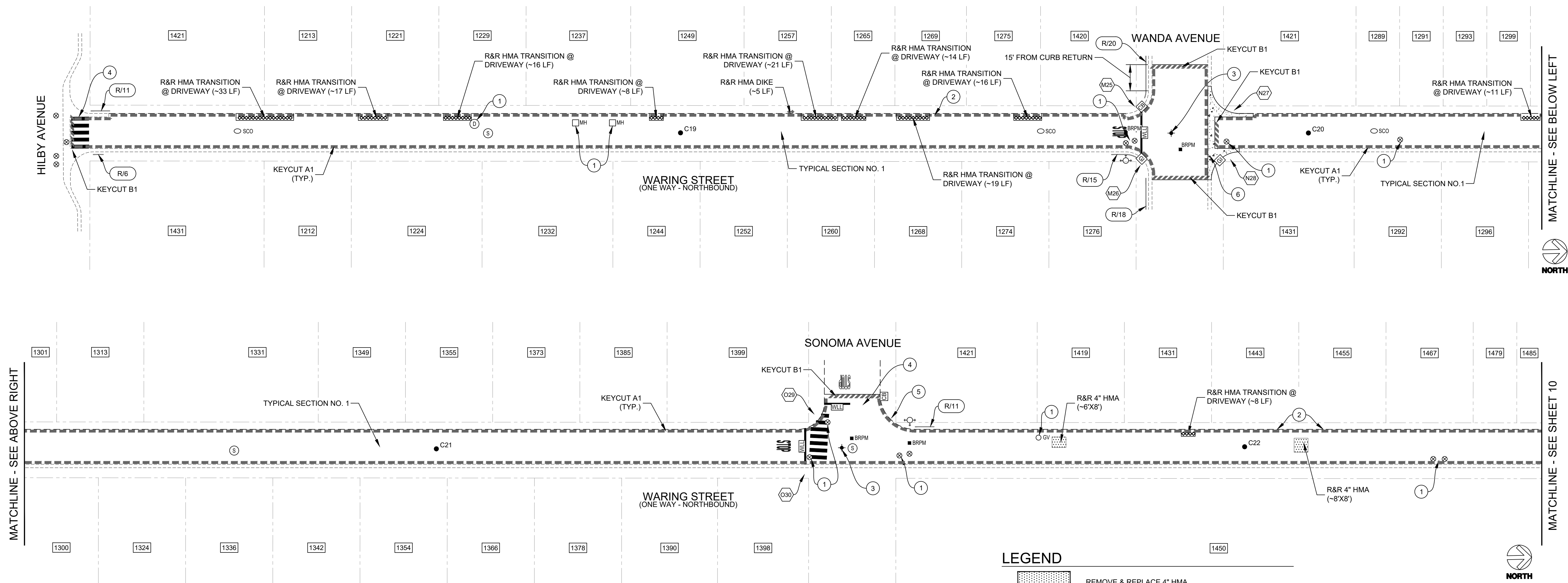
1" ON ORIG

DATE: _____

APRIL 20

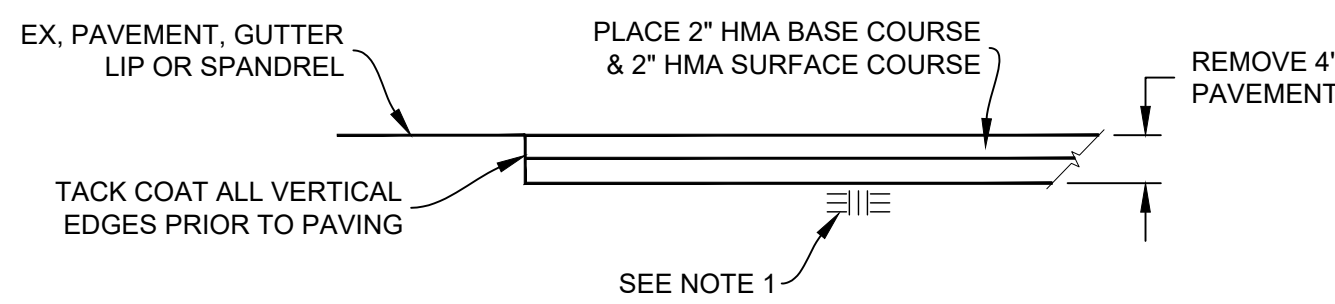
8 of 36

P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITING.DWG Plot Date: 4/17/2024 10:01 AM

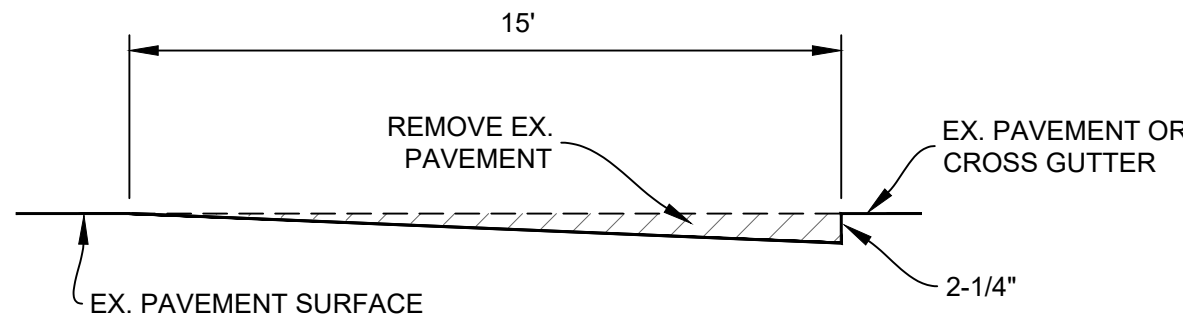


KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS

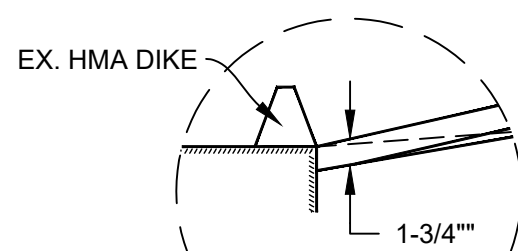
- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



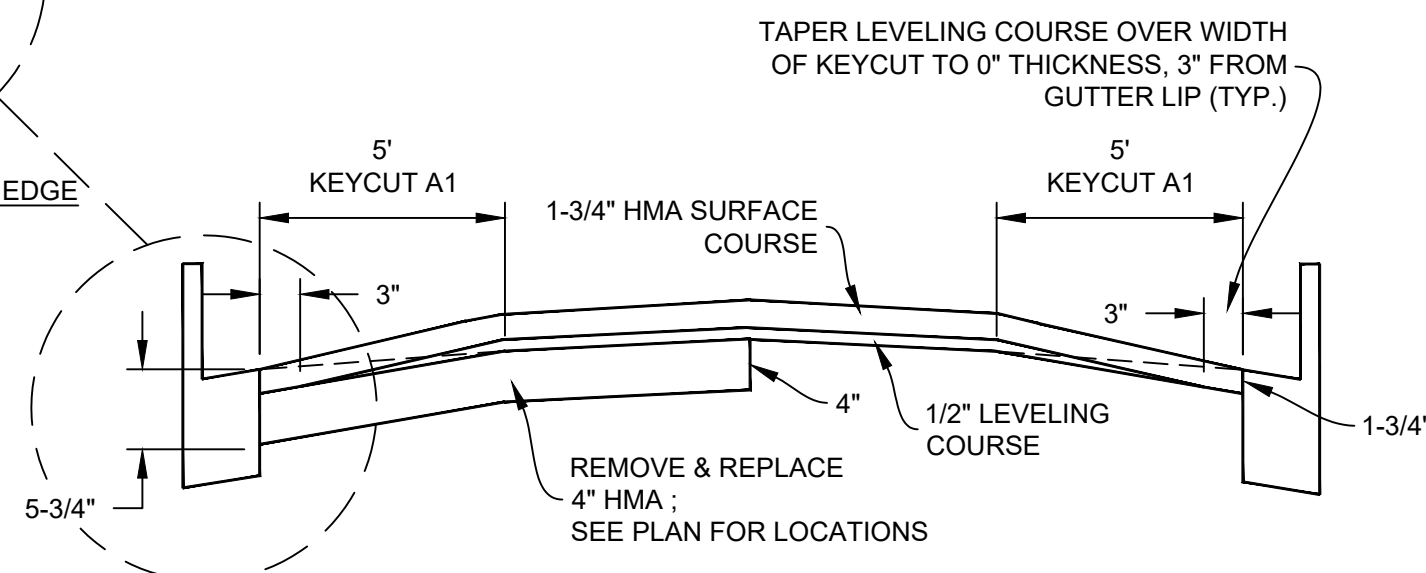
REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS



ALTERNATIVE PAVEMENT EDGE



TYPICAL SECTION NO. 1
NTS

LEGEND

	REMOVE & REPLACE 4" HMA
	CONSTRUCT PCC CROSS GUTTER
	APPROXIMATE PROPERTY BOUNDARY
	REMOVE & REPLACE TYPE "F" HMA DIKE
	REMOVE & REPLACE TRANSITION @ DRIVEWAY SEE DETAIL ON SHEET 10
	TYPE A1 KEYCUT
	TYPE B1 KEYCUT
	BORING LOCATION
	"SILENT KNIGHT" MANHOLE COVER
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	SEWER CLEANOUT (EX.)
	FIRE HYDRANT (EX.)
	BLUE RETROREFLECTIVE PAVEMENT MARKER
	PRUNE & REMOVE TREE ROOTS
	SURVEY MONUMENT
	GAS VALVE
	GRATE INLET (NEW)
	CATCH BASIN (EX.)
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) /CURB PAINT LENGTH "YY" (LF)
	12" WHITE LIMIT LINE (THERMO)
	12" WHITE CROSSWALK LINE (THERMO)
	YELLOW CONTINENTAL CROSSWALK (THERMO)
	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 9):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 REMOVE & REFRESH ADDRESS STENCIL.
- 3 FOUND EXISTING 10" SPIKE PER RECORD OF SURVEY VOLUME 14 PAGE 60. RESET WITH CENTERLINE MONUMENT IN WELL PER CITY OF SEASIDE STANDARD DETAIL S-802 "CONCRETE MONUMENT". RECORD WITH CITY.
- 4 INSTALL WHITE CONTINENTAL CROSSWALK. BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.
- 5 REMOVE EXISTING HARDSCAPE MATERIAL BEHIND AC BERM AT CORNER.
- 6 CONSTRUCT PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106. SEE SHEET 27 FOR ADDITIONAL INFORMATION.

BORING LOG

NO.	AC	FABRIC (Y/N)
C19	2.25"	N
C20	2"	N
C21	1.75"	N
C22	2.25"	N

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - WARING STREET

HILBY AVENUE TO ~120 LF S/O ELM AVENUE



DRAWN BY:

BM_JL

PROJECT NUMBER:

230127

SCALE:

1"=30'

VERIFY SCALE

BAR REPRESENTS

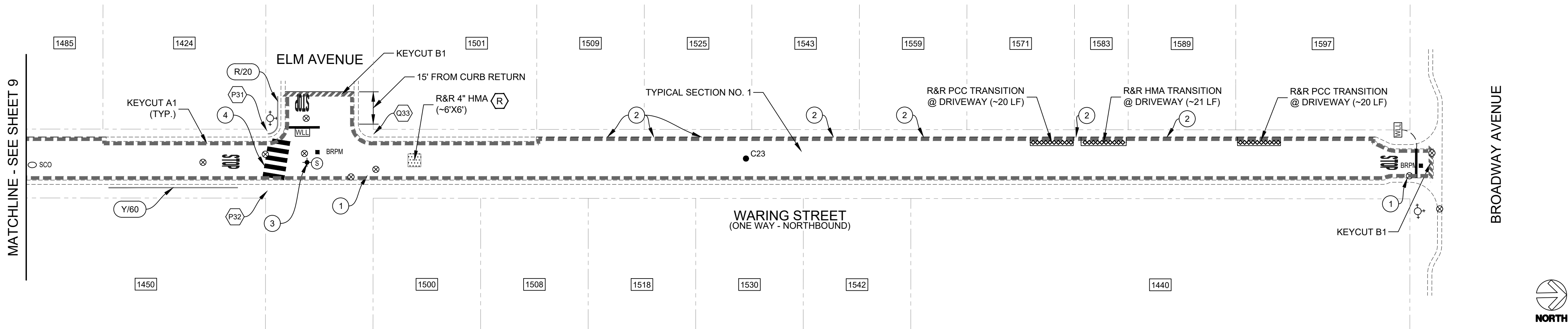
1" ON ORIGINAL

DATE:

APRIL 2024

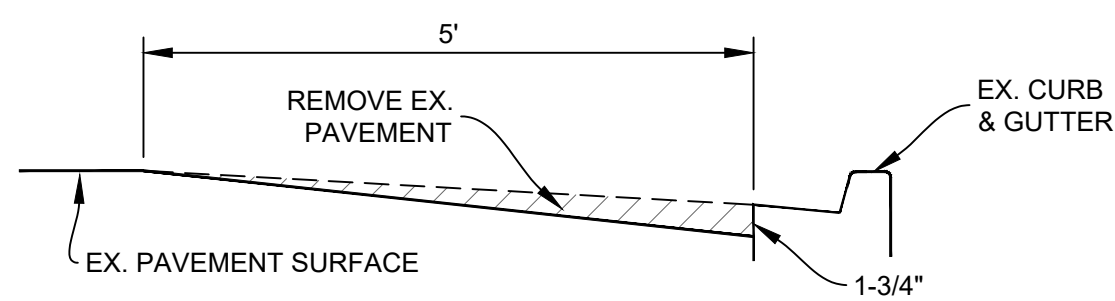
SHEET NUMBER:

9 of 36

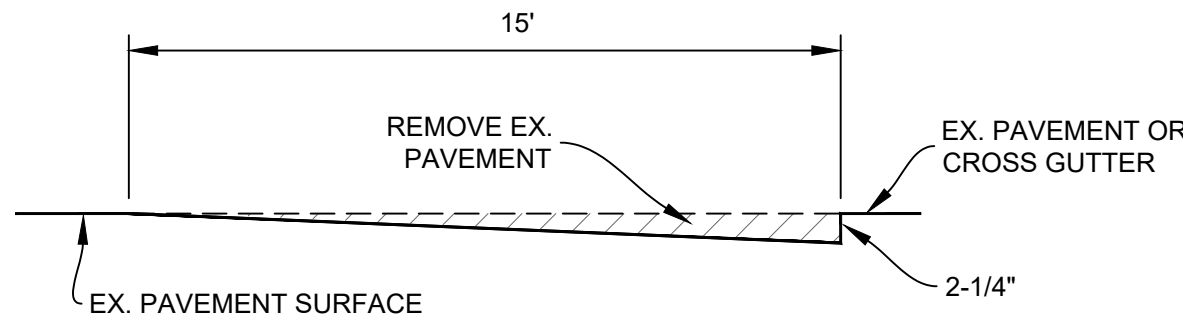


LEGEND

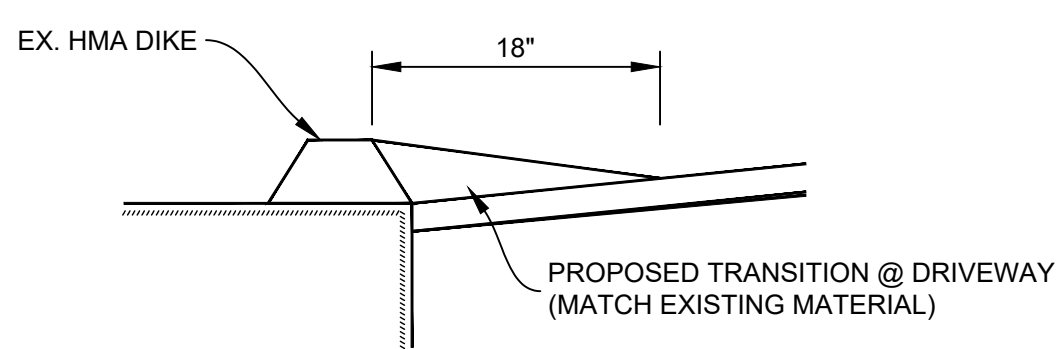
	REMOVE & REPLACE 4\"/>		FIRE HYDRANT (EX.)
	APPROXIMATE PROPERTY BOUNDARY		BLUE RETROREFLECTIVE PAVEMENT MARKER
	REMOVE & REPLACE TRANSITION @ DRIVEWAY SEE DETAIL ON THIS SHEET		PRUNE & REMOVE TREE ROOTS
	TYPE A1 KEYCUT		SURVEY MONUMENT
	TYPE B1 KEYCUT		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	BORING LOCATION		12\"/>
	WATER VALVE		12\"/>
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	SEWER CLEANOUT (EX.)		PROPERTY ADDRESS



KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS

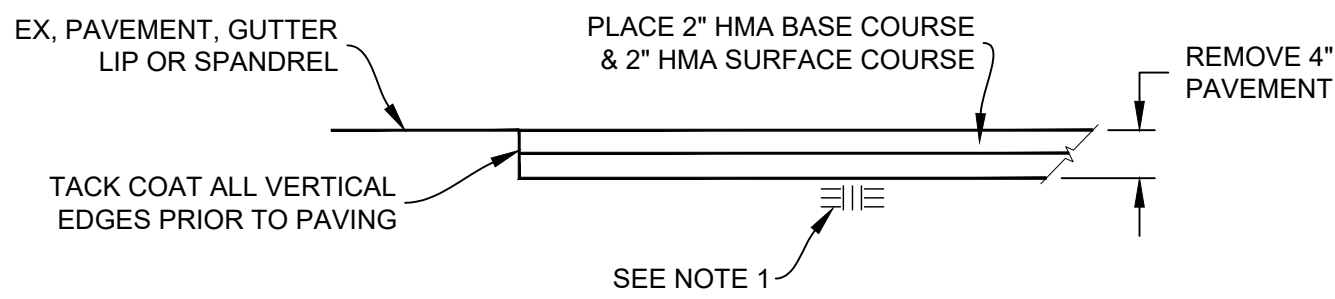


KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

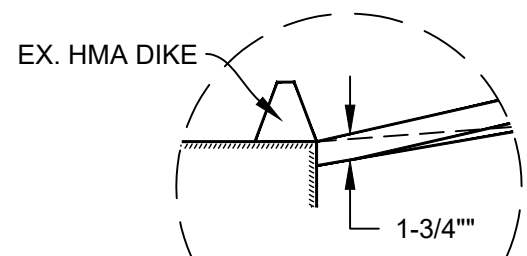


TRANSITION @ DRIVEWAY
NTS

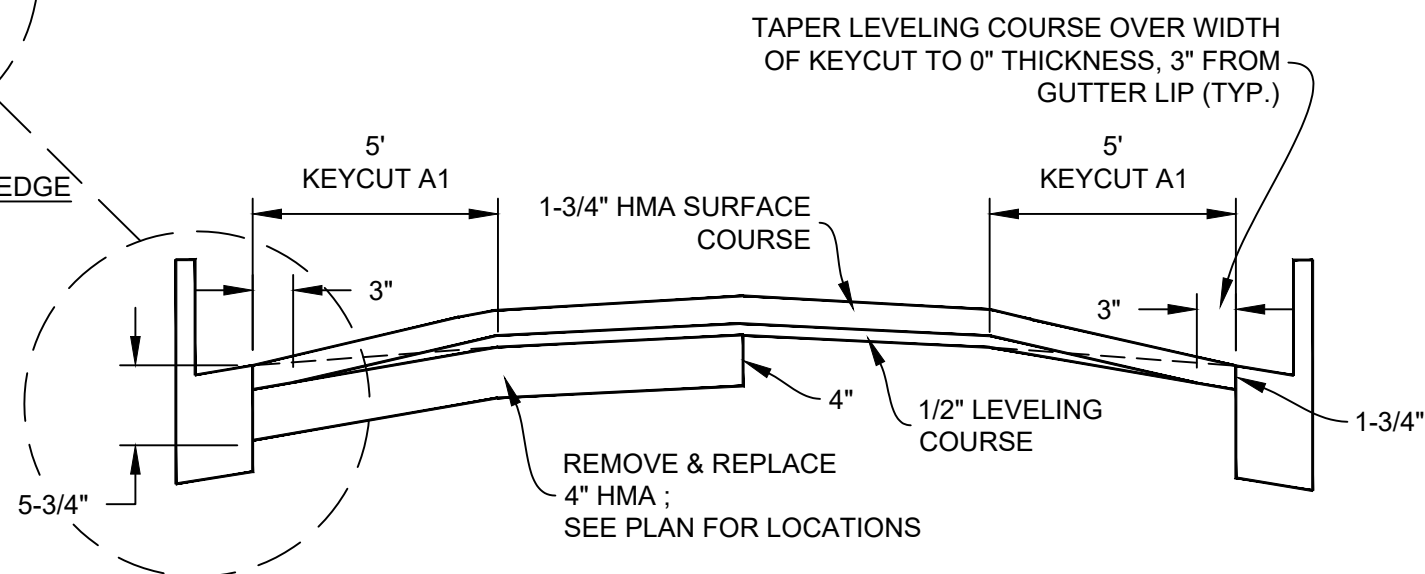
- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



ALTERNATIVE PAVEMENT EDGE



TYPICAL SECTION NO. 1
NTS

CONSTRUCTION NOTES (SHEET 10):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 REMOVE & REFRESH ADDRESS STENCIL.
- 3 FOUND EXISTING 10" SPIKE PER RECORD OF SURVEY VOLUME 14 PAGE 60. RESET WITH CENTERLINE MONUMENT IN WELL PER CITY OF SEASIDE STANDARD DETAIL S-802 "CONCRETE MONUMENT". RECORD WITH CITY.
- 4 INSTALL WHITE CONTINENTAL CROSSWALK. BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.

BORING LOG

NO.	AC	FABRIC (Y/N)
C23	2"	N

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - WARING STREET

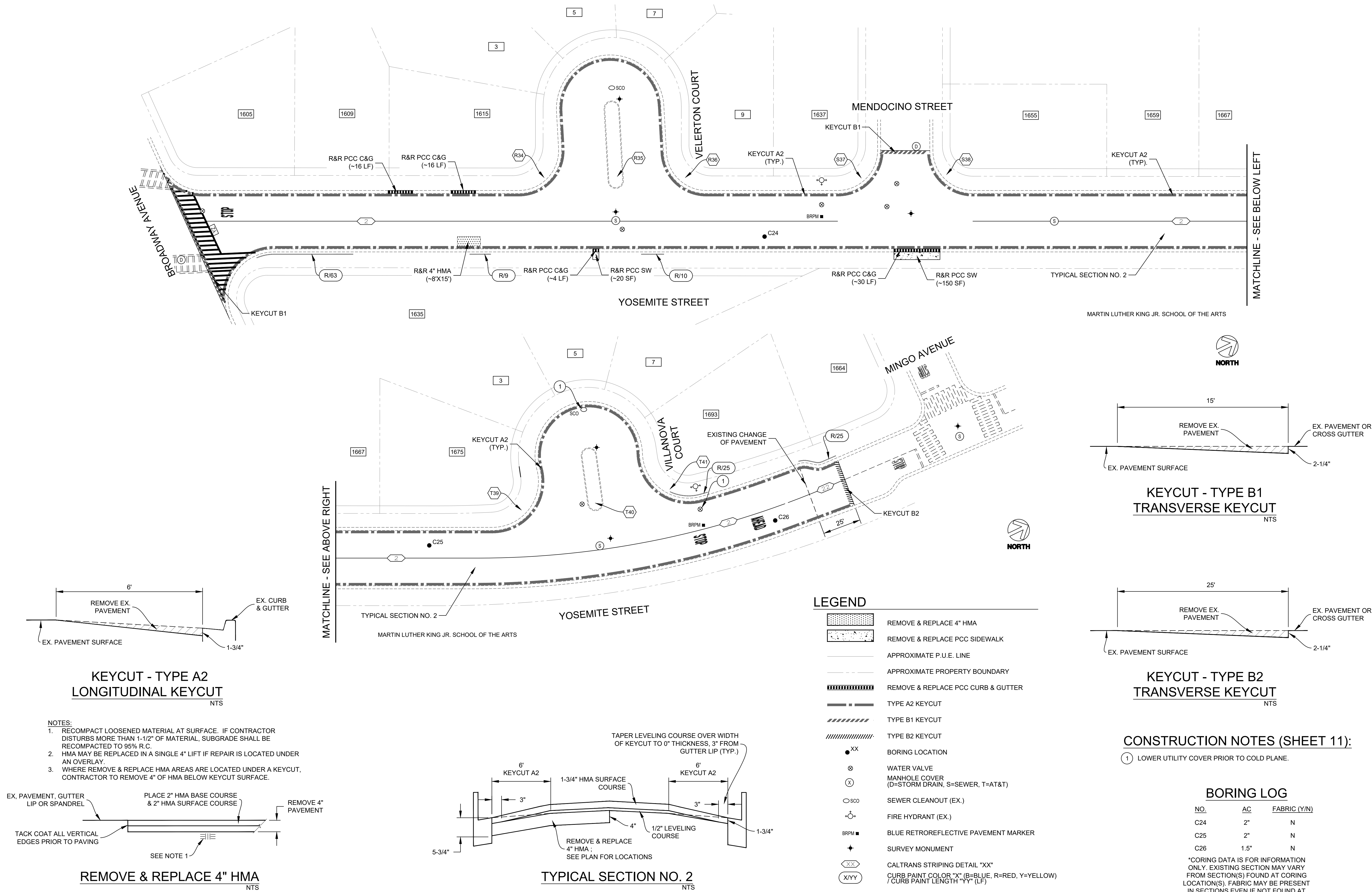
~120LF S/O ELM AVENUE TO BROADWAY AVENUE



DRAWN BY:	BM_JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

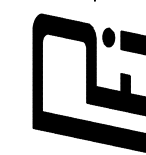
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P:\R1\2\SHARED\DR\PROJECTS\SEASIDE_CITY\01\230127\TASK\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:01 AM



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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BID ALTERNATE 1 - YOSEMITE STREET

BROADWAY AVENUE TO ~70 LF S/O MINGO AVENUE



DRAWN BY:

BM_JL

PROJECT NUMBER:

230127

SCALE:

1"=30'

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

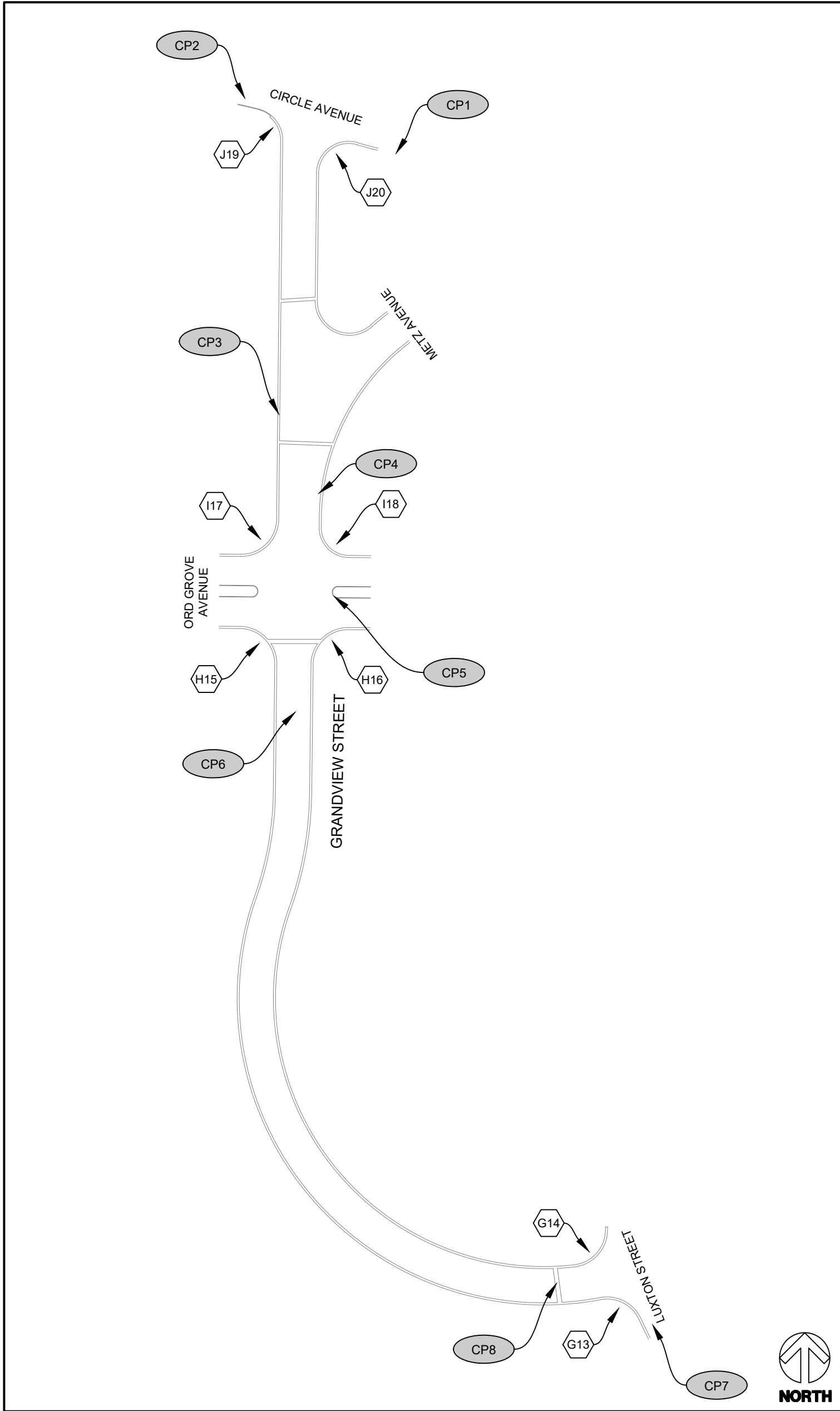
DATE:

APRIL 2024

SHEET NUMBER:

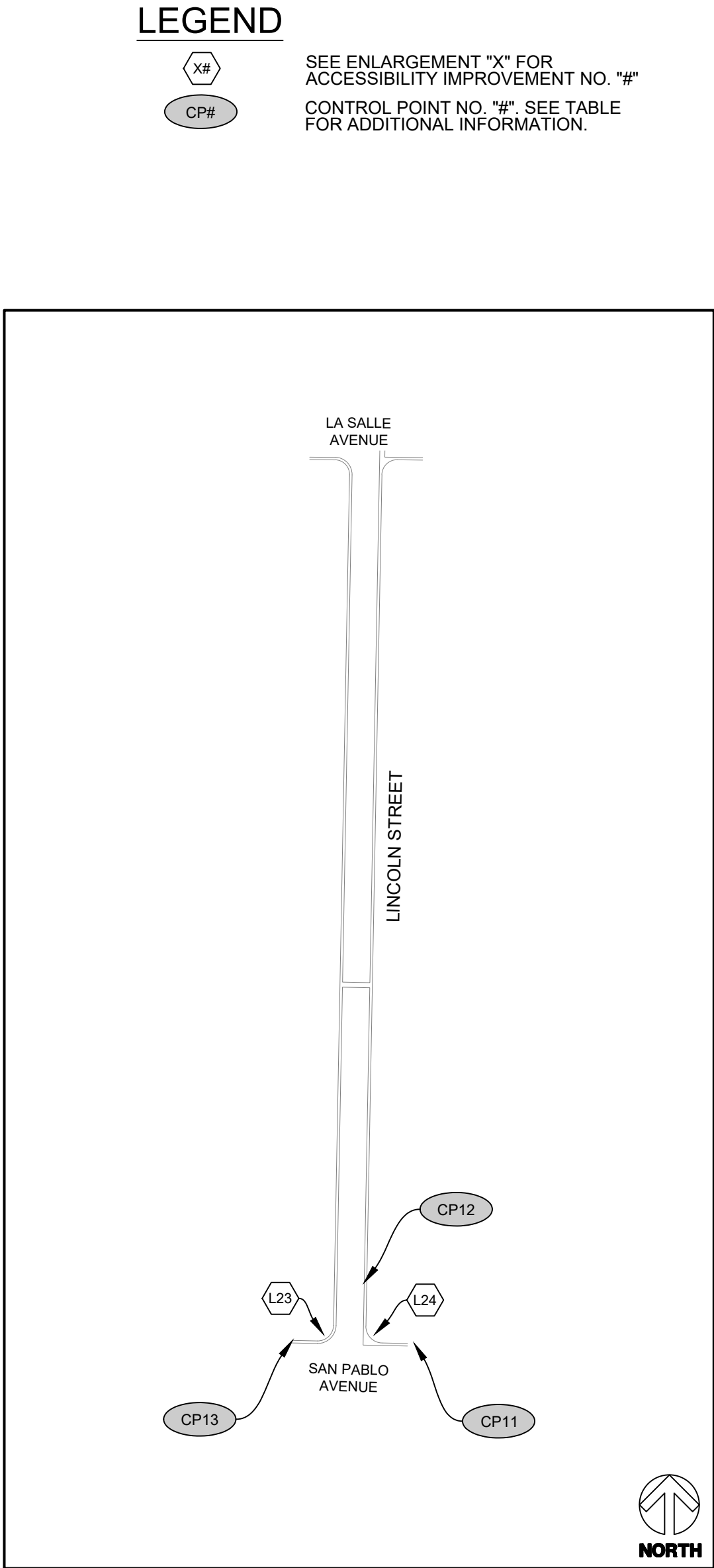
11 of 36

P:\R\2\SHARED\PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_CONTROL POINT MAP.DWG Plt Date: 4/17/2024 10:02 AM



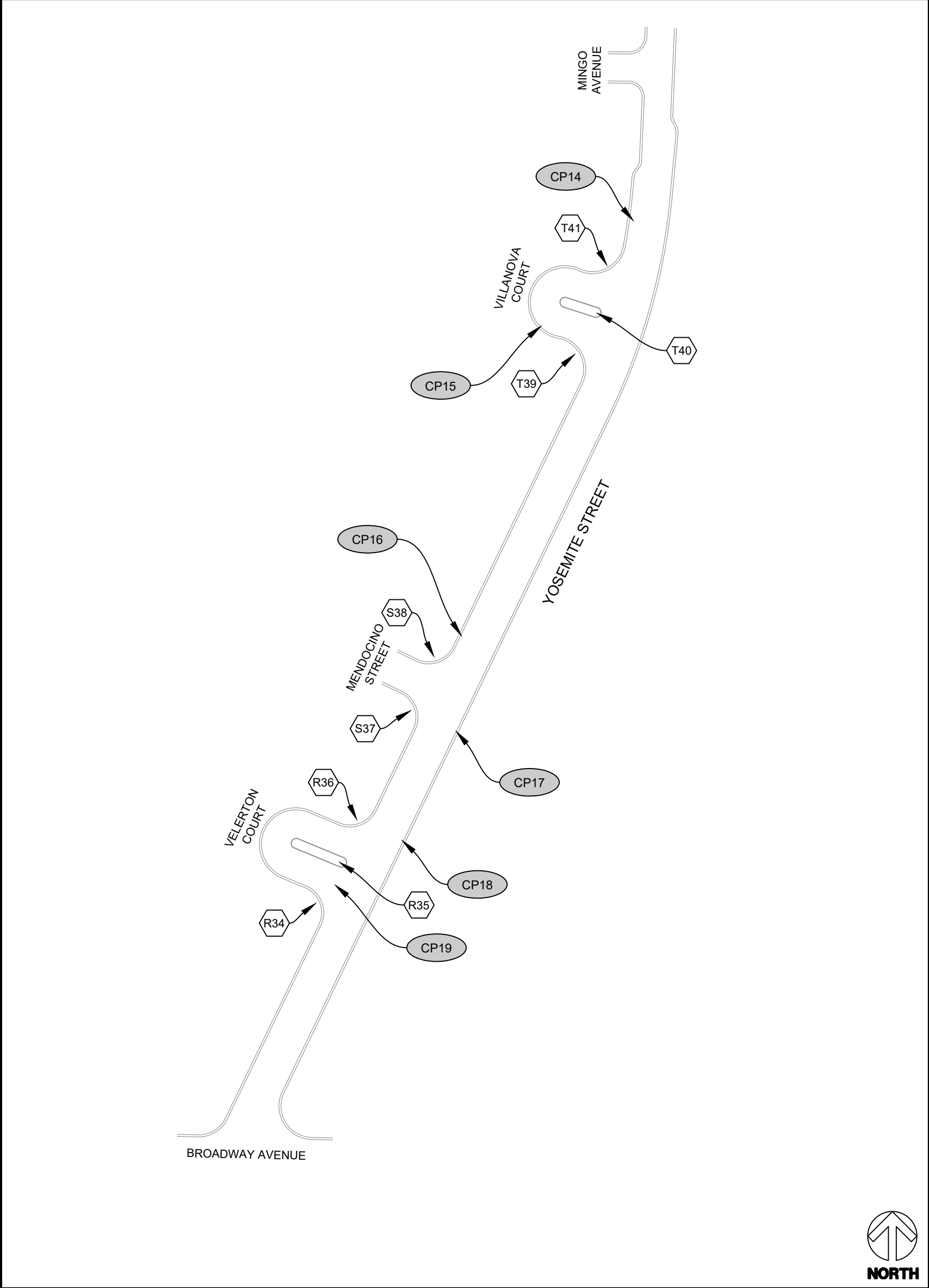
GRANDVIEW STREET LOCATION MAP

1" = 100'



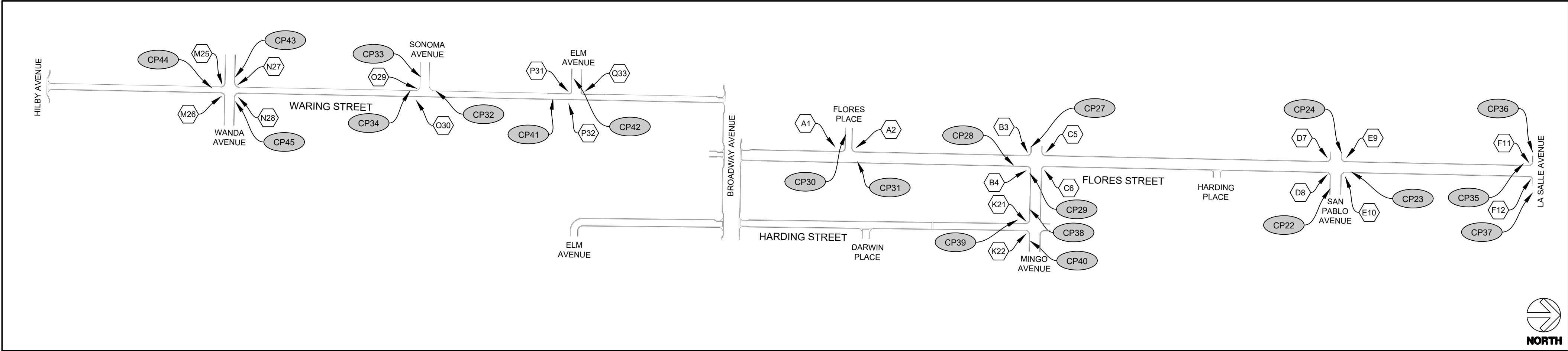
LINCOLN STREET LOCATION MAP

1" = 100'



YOSEMITE STREET LOCATION MAP

1" = 100'



FLORES STREET, HARDING STREET, & WARING STREET LOCATION MAP

1" = 250'

LEGEND
X# SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
CP# CONTROL POINT NO. "#". SEE TABLE FOR ADDITIONAL INFORMATION.

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

CONTROL POINT LOCATION MAPS



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: AS NOTED
VERIFY SCALE
BAR REPRESENTS 1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

12 of 36

Path: Z:\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF 230127\TASK 0\DRAWINGS\230127-01_CONTROL_POINT_MAP.DWG Pld Date: 4/17/2024 10:01 AM

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		FENCE & GATE		PROPERTY ADDRESS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		CURB PAINT		FLOWLINE
	REMOVE & REPLACE PCC DRIVEWAY		LIGHT STANDARD (EX.)		SIDEWALK
	INSTALL DETECTABLE WARNING SURFACE		WATER METER COVER		CATCH BASIN
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		UTILITY POLE		TOP OF GRATE
	REMOVE, REGRADE & PLACE 6" HMA SEE SHEET 36 FOR DETAIL..		GUY ANCHOR		TOP OF CURB
	BACKFILL W/ NATIVE SOIL & REGRADE		WATER VALVE		TOP OF PAVEMENT
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		EDGE OF PAVEMENT
	APPROXIMATE RIGHT-OF-WAY LINE		FIRE HYDRANT (EX.)		HIGH POINT
	APPROXIMATE EASEMENT LINE		SURVEY MONUMENT COVER		GRATE INLET
	REMOVE & REPLACE HMA DIKE		SURVEY NAIL		N.T.S.
	ASPHALT CONCRETE EX.		ROADSIDE SIGN (EX.)		
	ASPHALT CONCRETE		RELOCATE ROADSIDE SIGN		
	PORTLAND CONCRETE CEMENT EX.		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		
	PORTLAND CONCRETE CEMENT				

ENLARGEMENT SHEET INDEX

SHEET NO.	SHEET TITLE	SHEET DESCRIPTION	BASE BID/ALTERNATE
14	ENLARGEMENT A	FLORES STREET @ FLORES PLACE	BASE BID
15	ENLARGEMENT B	FLORES STREET @ MINGO AVENUE (S)	
16	ENLARGEMENT C	FLORES STREET @ MINGO AVENUE (N)	
17	ENLARGEMENT D	FLORES STREET @ SAN PABLO AVENUE (S)	
18	ENLARGEMENT E	FLORES STREET @ SAN PABLO AVENUE (N)	
19	ENLARGEMENT F	FLORES STREET @ LA SALLE AVENUE	
20	ENLARGEMENT G	GRANDVIEW STREET @ LUXTON STREET	
21	ENLARGEMENT H	GRANDVIEW STREET @ ORD GROVE AVENUE (S)	
22	ENLARGEMENT I	GRANDVIEW STREET @ ORD GROVE AVENUE (N)	
23	ENLARGEMENT J	GRANDVIEW STREET @ CIRCLE AVENUE	
24	ENLARGEMENT K	HARDING STREET @ MINGO AVENUE	
25	ENLARGEMENT L	LINCOLN STREET @ SAN PABLO AVENUE	
26	ENLARGEMENT M	WARING STREET @ WANDA AVENUE (S)	
27	ENLARGEMENT N	WARING STREET @ WANDA AVENUE (N)	
28	ENLARGEMENT O	WARING STREET @ SONOMA AVENUE (S)	
29	ENLARGEMENT P	WARING STREET @ ELM AVENUE (S)	
30	ENLARGEMENT Q	WARING STREET @ ELM AVENUE (N)	
31	ENLARGEMENT R	YOSEMITE STREET @ VELERTON COURT	BID ALTERNATE 1
32	ENLARGEMENT S	YOSEMITE STREET @ MENDOCINO STREET	
33	ENLARGEMENT T	YOSEMITE STREET @ VILLANOVA COURT	
34	ENLARGEMENT U	R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE	BASE BID

CONTROL POINT TABLE

POINT NO.	LOCATION	DESCRIPTION	ELEVATION	NORTHING	EASTING
			(FT.)	(FT.)	(FT.)
1	GRANDVIEW STREET @ CIRCLE AVENUE	Mag Nail w / Shiner	111.67	1259336.08	6609634.99
2	GRANDVIEW STREET @ CIRCLE AVENUE	Mag Nail w / Shiner	105.82	1259387.74	6609493.43
3	GRANDVIEW STREET @ METZ AVENUE	Mag Nail w / Shiner	106.71	1259092.11	6609525.25
4	GRANDVIEW STREET @ METZ AVENUE	Mag Nail w / Shiner	108.39	1259017.97	6609562.64
5	GRANDVIEW STREET @ ORD GROVE AVENUE	Mag Nail w / Shiner	113.18	1258921.57	6609576.97
6	GRANDVIEW STREET @ ORD GROVE AVENUE	Mag Nail w / Shiner	113.88	1258813.48	6609540.75
7	GRANDVIEW STREET @ LUXTON STREET	Mag Nail w / Shiner	109.40	1258240.04	6609875.12
8	GRANDVIEW STREET @ LUXTON STREET	Mag Nail w / Shiner	109.40	1258278.84	6609785.32
11	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	254.56	1257232.50	6613129.32
12	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	250.15	1257279.41	6613089.80
13	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	251.89	1257234.91	6613034.20
14	YOSEMITE STREET @ VILLANOVA COURT	Mag Nail w / Shiner	206.75	1256036.96	6612129.32
15	YOSEMITE STREET @ VILLANOVA COURT	Mag Nail w / Shiner	203.57	1255936.17	6612041.12
16	YOSEMITE STREET @ MENDOCINO STREET	Mag Nail w / Shiner	198.77	1255639.38	6611964.78
17	YOSEMITE STREET @ MENDOCINO STREET	Mag Nail w / Shiner	198.10	1255547.93	6611959.64
18	YOSEMITE STREET @ VELERTON COURT	Mag Nail w / Shiner	197.21	1255443.54	6611907.94
19	YOSEMITE STREET @ VELERTON COURT	Mag Nail w / Shiner	196.82	1255400.93	6611843.74
22	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	111.59	1257246.25	6610558.70
23	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	109.15	1257322.17	6610499.52
24	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	105.45	1257285.67	6610430.13
27	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	118.16	1256199.94	6610410.79
28	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	121.41	1256137.79	6610475.51
29	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	124.68	1256194.62	6610504.02
30	FLORES STREET @ FLORES PLACE	Mag Nail w / Shiner	127.11	1255550.05	6610368.46
31	FLORES STREET @ FLORES PLACE	Mag Nail w / Shiner	130.53	1255591.59	6610464.30
32	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	151.72	1254115.32	6610215.81
33	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	149.03	1254060.28	6610165.46
34	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	152.57	1254023.42	6610216.02
35	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	121.13	1257923.10	6610470.87
36	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	117.74	1257955.35	6610427.86
37	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	122.28	1257955.12	6610573.15
38	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	133.91	1256194.68	6610630.75
39	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	134.64	1256153.09	6610667.42
40	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	142.26	1256196.30	6610741.26
41	WARING STREET @ ELM AVENUE	Mag Nail W/ Shiner	154.53	1254524.59	6610242.64
42	WARING STREET @ ELM AVENUE	Mag Nail W/ Shiner	147.13	1254698.58	6610173.70
43	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	173.45	1253411.90	6610166.55
44	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	173.12	1253329.09	6610204.14
45	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	179.36	1253412.99	6610254.06
HORIZONTAL DATUM AND VERTICAL DATUM ESTABLISHED BY NGS POINTS GU4111 AND GU4116					
12014	LIGHTHOUSE AVENUE & WASHINGTON STREET	GU4111	42.81	1258806.49	6607801.43
12074	1965 DEL MONTE BOULEVARD	GU4116	11.71	1252391.31	6593186.74

CURB RAMP CONSTRUCTION: GENERAL NOTES

- PRIOR TO INSTALLATION OF NEW CURB RAMPS, CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER FOR TRIMMING OR REMOVAL OF PRIVATE LANDSCAPE PLANTINGS. NO PLANT MATERIAL SHALL BE ALTERED OR OTHERWISE REMOVED WITHOUT PRIOR APPROVAL OF THE CITY.
- CURB RAMP DESIGNS ARE BASED ON CALTRANS 2022 STANDARD PLANS A88A, A88B, & THE PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG). REFER TO STANDARD PLAN A88A FOR ADDITIONAL DETAILS & INFORMATION.
- SLOPES SHOWN ON THESE PLANS ARE APPROXIMATE; SOME FIELD-ADJUSTMENT MAY BE NECESSARY DURING LAYOUT & CONSTRUCTION.
- CONCRETE FACILITIES SHALL BE CONSTRUCTED PER THE CITY OF SEASIDE STANDARD DETAILS:
 - CURB & GUTTER #SI-101
 - CURB #SI-101
 - SIDEWALK #SI-101
 - EXPANSION JOINTS & SCORE MARKS #SI-104
 - CONCRETE CROSS GUTTER #SI-106
 - CURB INLET TYPE "D" #SI-450
- ALL SAWCUTTING THROUGH CONCRETE & ASPHALT PAVEMENT SHALL EXTEND FULL-DEPTH OF THE MATERIAL. SAWCUTS IN CONCRETE SHALL ALWAYS BE ON AN EXISTING JOINT LINE UNLESS OTHERWISE ALLOWED BY THE CITY'S REPRESENTATIVE PRIOR TO CUTTING. ANY CHIPPED, BROKEN OR OTHERWISE IRREGULAR CONCRETE OR ASPHALT PAVEMENT EDGES SHALL BE RE-SAWCUT AS DIRECTED BY THE CITY'S REPRESENTATIVE PRIOR TO REPLACING CONCRETE OR HOT-MIX ASPHALT MATERIAL.
- LANDSCAPE RESTORATION SHALL CONSIST OF SALVAGING & REPLACING LANDSCAPING MATERIALS BEHIND NEW CONCRETE CONSTRUCTION. THESE MATERIALS MAY INCLUDE BUT ARE NOT LIMITED TO: BARK MULCH, DECORATIVE ROCK, COBBLE OR BOULDERS, CONCRETE PAVERS, BRICK, TURF, & DECORATIVE EDGING. CONTRACTOR SHALL DISTURB EX. LANDSCAPE MATERIALS TO THE MINIMUM AMOUNT POSSIBLE DURING DEMOLITION, LAYOUT & CONSTRUCTION OF RAMPS. WHERE MATERIALS MUST BE DISTURBED OR REMOVED, CONTRACTOR SHALL CAREFULLY SALVAGE & STORE ON-SITE SAID MATERIALS UNTIL CURB RAMP CONSTRUCTION IS APPROVED BY THE CITY'S REPRESENTATIVE, AFTER WHICH SALVAGED MATERIALS SHALL BE RESTORED TO THEIR ORIGINAL PLACEMENT & CONDITION. IF EXISTING MATERIALS CANNOT BE SALVAGED, CONTRACTOR SHALL PROCURE & INSTALL WSAME MATERIALS.
- LANDSCAPE RESTORATION MAY ALSO INCLUDE REPAIR OR REPLACEMENT OF DAMAGED IRRIGATION FACILITIES CAUSED BY THE CONTRACTOR'S EFFORTS. CONTRACTOR SHALL EXERCISE REASONABLE CAUTION DURING DEMOLITION & CONSTRUCTION TO AVOID DAMAGING IRRIGATION DRIPLINES, LATERAL LINES, VALVES, POP-UP SPRINKLERS, ETC. ANY DAMAGED IRRIGATION FACILITIES SHALL BE REPAIRED OR RESTORED TO WORKING ORDER TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.
- ALL EXISTING FACILITIES ADJACENT TO ZONE OF CONSTRUCTION SHALL BE PROTECTED AT ALL TIMES BY THE CONTRACTOR TO AVOID DAMAGE TO SAID FACILITIES. IF IT IS THE CONTRACTOR'S OPINION THAT ITEM(S) CANNOT BE PROTECTED IN PLACE DURING THE WORK, CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE IN ADVANCE OF STARTING THE WORK. ANY ITEMS WHICH ARE TEMPORARILY RELOCATED TO AVOID DAMAGE SHALL BE RELOCATED TO THEIR ORIGINAL LOCATION & CONDITION AT THE COMPLETION OF THE WORK. ANY FACILITIES WHICH ARE FOUND TO BE MISSING OR DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S SOLE EXPENSE & TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.
- ALL SURVEY MONUMENTS DISTURBED OR COVERED DURING CONSTRUCTION MUST BE PERPETUATED BY A REGISTERED LAND SURVEYOR PER THE SPECIAL PROVISIONS.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, & SHALL CORRECT ANY STANDING WATER "BIRDBATH" AT THEIR OWN EXPENSE.
- AT THE TIME OF COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKINGS, STAINS, & BLEMISHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.
- STRIPING SHALL BE IN ACCORDANCE WITH THE LATEST ADDITION OF THE CA MUTCD.
- WHERE CURB, GUTTER, & ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
- THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, & ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS & SPECIFICATIONS. A RECORD DRAWING SET SHALL BE PREPARED & PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
- CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH & 3' IN DEPTH OF THE CURB RAMP UNLESS OTHERWISE NOTED ON PLANS. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE LATEST CALTRANS STANDARD PLAN A88A.
- NOTIFY ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN CONTROL POINTS PRIOR TO CONTINUATION OF WORK.

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

CONTROL POINT TABLES & NOTES



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

N/A

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

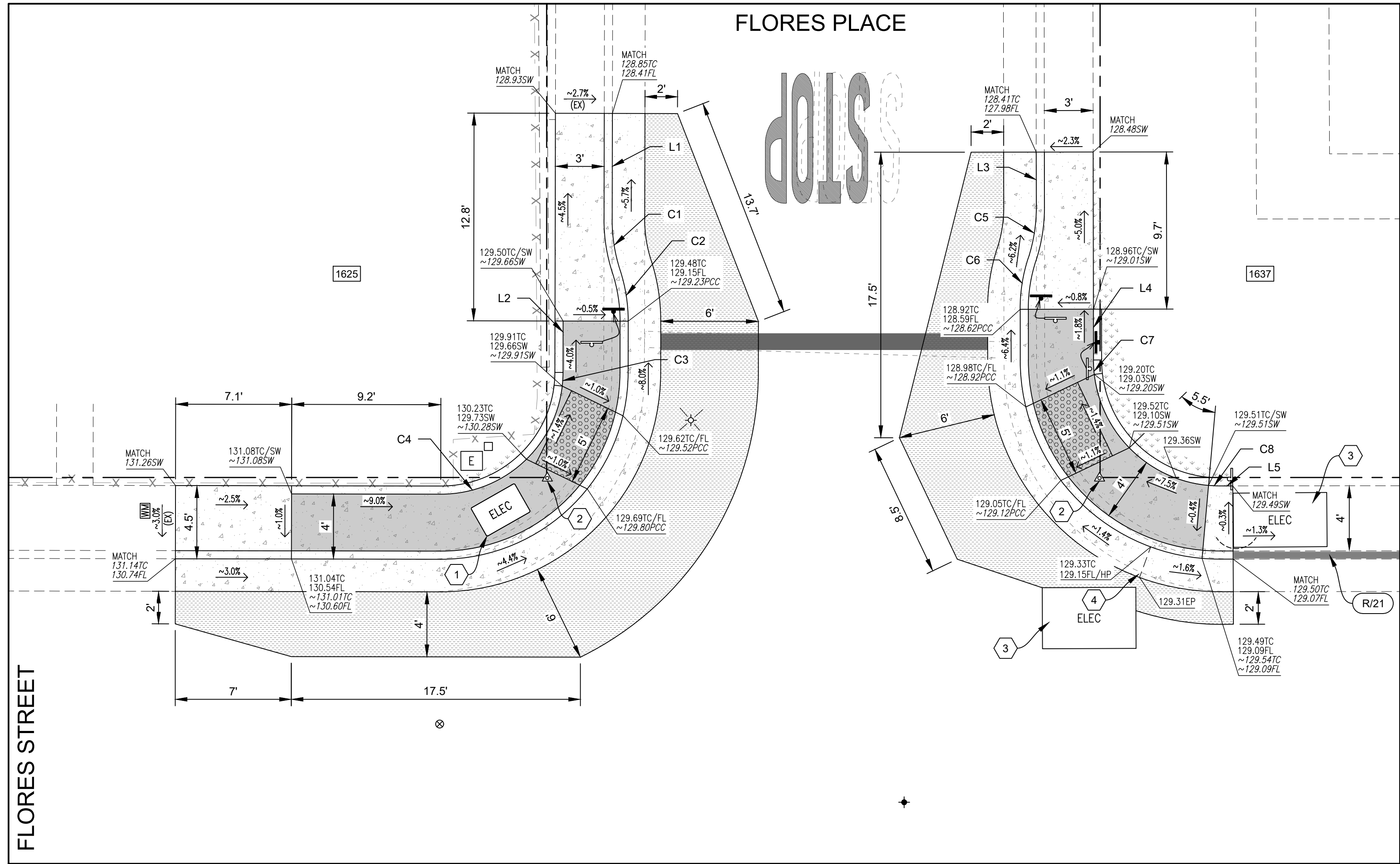
DATE:

APRIL 2024

SHEET NUMBER:

13 of 36

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ENLARGEMENT A
FLORES STREET @ FLORES PLACE
1"=5'



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	6.52	N88° 41' 53"W
L2	3.16	N88° 41' 53"W
L3	3.40	N88° 54' 38"W
L4	3.12	N88° 54' 38"W
L5	0.80	N01° 07' 50"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.18	10.00	18° 11' 42"
C2	3.18	10.00	18° 11' 42"
C3	0.84	7.50	06° 27' 16"
C4	5.84	7.50	44° 35' 15"
C5	3.18	10.00	18° 11' 42"
C6	3.18	10.00	18° 11' 42"
C7	0.89	7.75	06° 33' 13"
C8	0.69	7.75	05° 06' 20"

ENLARGEMENT A NOTES:

- ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE. COORDINATE W/ UTILITY OWNER AS REQUIRED.
- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- PROTECT IN PLACE EXISTING PGE VAULT.
- MODIFY GUTTER PAN DEPTH @ ELECTRICAL VAULT AS SHOWN. REDUCE SLOPE IN GUTTER PAN TO LESS THAN 5% PRIOR TO CURB RAMP LANDING.

NOTES:

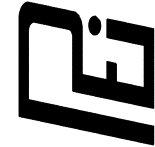
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL & REGRADE
	APPROXIMATE RIGHT-OF-WAY LINE
	FENCE & GATE
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	CURB PAINT
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	LIGHT STANDARD (EX.)
	WATER METER COVER
	WATER VALVE
	SURVEY MONUMENT COVER
	SURVEY MARKER
	SURVEY NAIL
	ROADSIDE SIGN (EX.)
	RELOCATE ROADSIDE SIGN
	PROPERTY ADDRESS
FL	FLOWLINE
SW	SIDEWALK
TC	TOP OF CURB
TP	TOP OF PAVEMENT
EP	EDGE OF PAVEMENT
HP	HIGH POINT
XXX.XX XXX.XX	DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

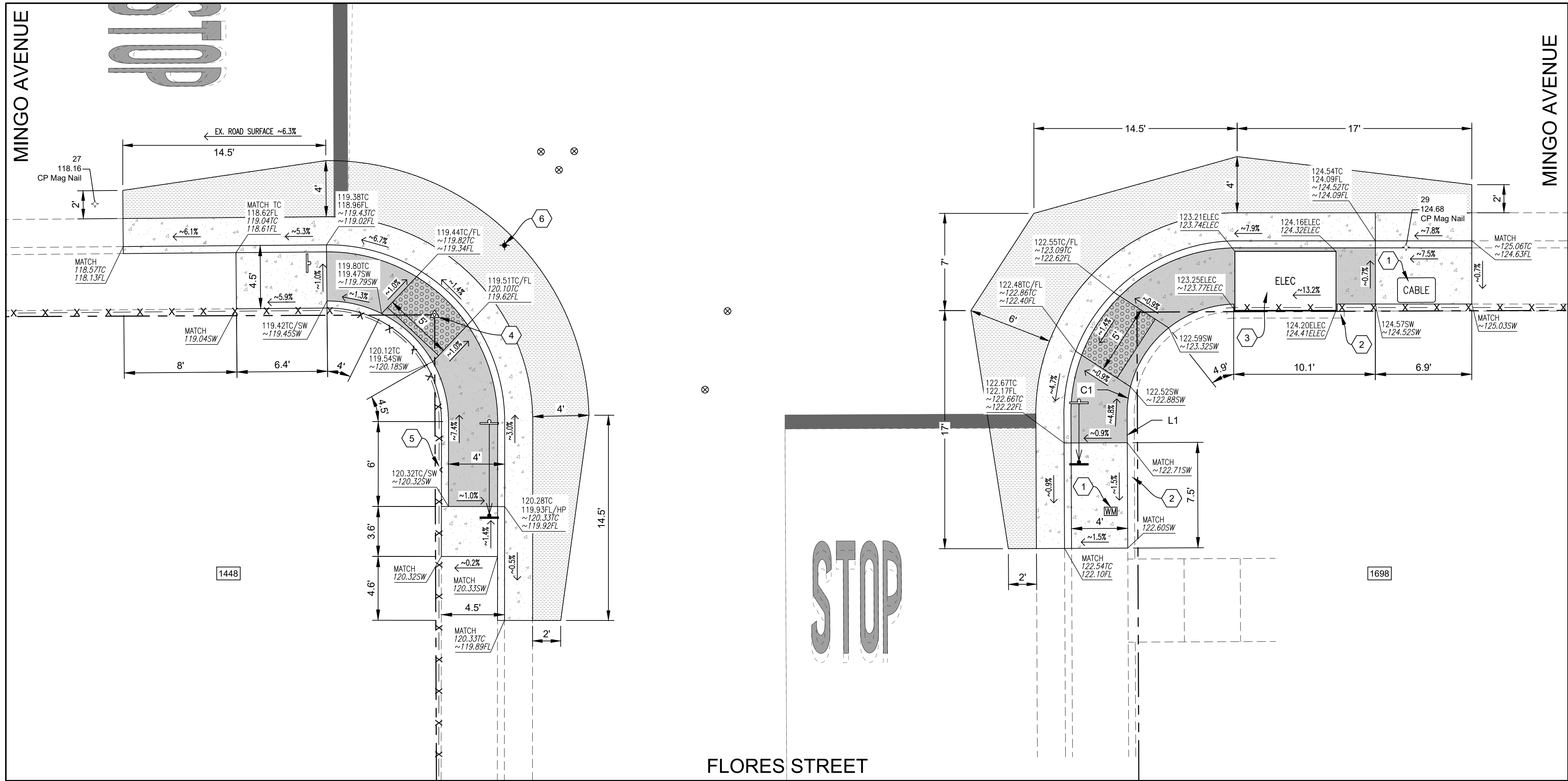
ENLARGEMENT A

FLORES STREET @ FLORES PLACE



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE BAR REPRESENTS 1" ON ORIGINAL	
DATE:	APRIL 2024
SHEET NUMBER:	

P:\R1\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Pkg Date: 4/17/2024 10:00 AM



ENLARGEMENT B
FLORES STREET @ MINGO AVENUE (S)
1"=5'



ENLARGEMENT B NOTES:

- 1 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.
- 3 PG&E TO BE ADJUST ELECTRICAL VAULT TO GRADES SHOWN.
- 4 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 5 PROTECT IN PLACE EXISTING FENCE.
- 6 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
| | INSTALL DETECTABLE WARNING SURFACE |
| | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL & REGRADE |
| | APPROXIMATE RIGHT-OF-WAY LINE |
| | FENCE & GATE |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | WATER METER COVER |

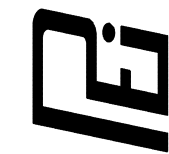
- | | |
|--|--------------------------------------|
| | SURVEY MONUMENT COVER |
| | SURVEY MARKER |
| | SURVEY NAIL |
| | ROADSIDE SIGN (EX.) |
| | RELOCATE ROADSIDE SIGN |
| | PROPERTY ADDRESS |
| | FLOWLINE |
| | SIDEWALK |
| | TOP OF CURB |
| | HIGH POINT |
| | TOP OF PAVEMENT |
| | DESIGN ELEVATION(S) (NON-ITALICIZED) |
| | EXIST. ELEVATION(S) (ITALICIZED) |

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	2.01	N01°06'36"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.99	7.83	14°35'24"

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT B

FLORES STREET @ MINGO AVENUE (S)



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS 1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

15 of 36

NORTH

- 1 ADJUST UTILITY COVER FLUSH WITH FINISHED GRADE.
- 2 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 3 PROTECT IN PLACE EXISTING BRICK COLUMNS & WALL.
- 4 PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- 5 PROTECT IN PLACE EXISTING RETAINING WALL.
- 6 CONSTRUCT 4" MIN WIDTH RETAINING CURB TO PROVIDE A 4' MINIMUM RAMPING SURFACE.

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

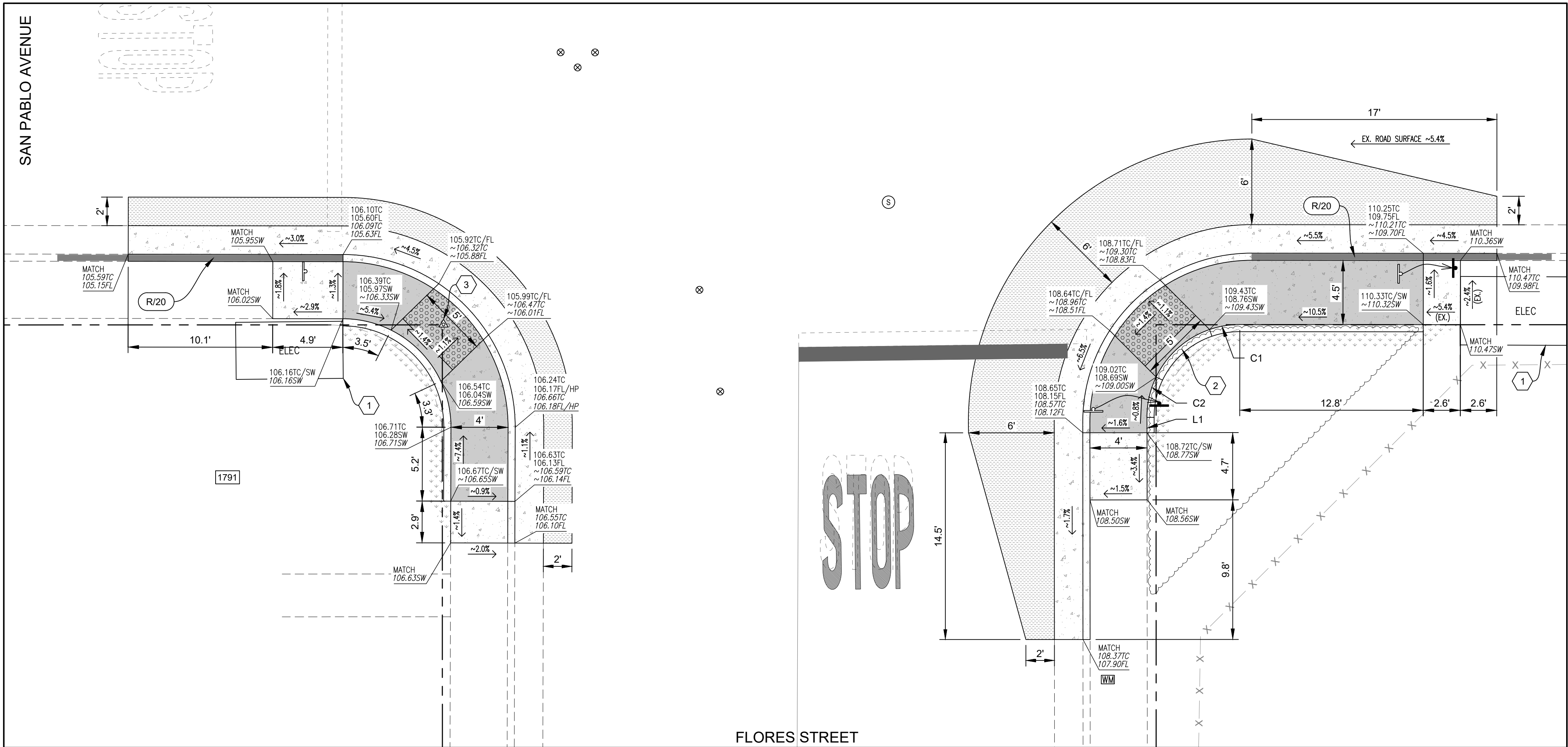
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL & REGRADE
	CONSTRUCT 4" WIDE PCC RETAINING CURB
	APPROXIMATE RIGHT-OF-WAY LINE
	APPROXIMATE EASEMENT LINE
	FENCE & GATE
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	LIGHT STANDARD (EX.)

XXX.XX	DESIGN ELEVATION(S)	(NON-ITALICIZED)
XXX.XX	EXIST. ELEVATION(S)	(ITALICIZED)

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.21	7.83	23°27'23"
C2	0.96	7.91	06°56'48"
C3	3.00	8.33	20°38'06"
C4	4.01	8.33	27°34'54"

P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Plt Date: 4/17/2024 10:00 AM



ENLARGEMENT D
FLORES STREET @ SAN PABLO AVENUE (S)
1"=5'



ENLARGEMENT D NOTES:

1. PROTECT IN PLACE EXISTING ELECTRICAL VAULT.
2. TRIM & REMOVE EXISTING PLANT MATERIAL @ BACK OF SIDEWALK.
3. EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2" OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

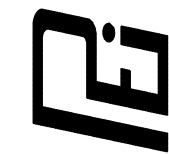
	PORTLAND CEMENT CONCRETE IMPROVEMENTS		LIGHT STANDARD (EX.)
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		WATER METER COVER
	INSTALL DETECTABLE WARNING SURFACE		WATER VALVE
	HMA CONFORM, REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		SURVEY MARKER
	APPROXIMATE RIGHT-OF-WAY LINE		SURVEY NAIL
	APPROXIMATE EASEMENT LINE		ROADSIDE SIGN (EX.)
	FENCE & GATE		RELOCATE ROADSIDE SIGN
	ASPHALT CONCRETE		PROPERTY ADDRESS
	PORTLAND CONCRETE CEMENT EX.		FLOWLINE
	PORTLAND CONCRETE CEMENT		SIDEWALK
	CURB PAINT		TOP OF CURB
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		HIGH POINT
			DESIGN ELEVATION(S) (NON-ITALICIZED)
			EXIST. ELEVATION(S) (ITALICIZED)

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.07	N01°05' 31"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	2.16	6.50	19°00'25"
C2	2.92	6.50	25°45'36"

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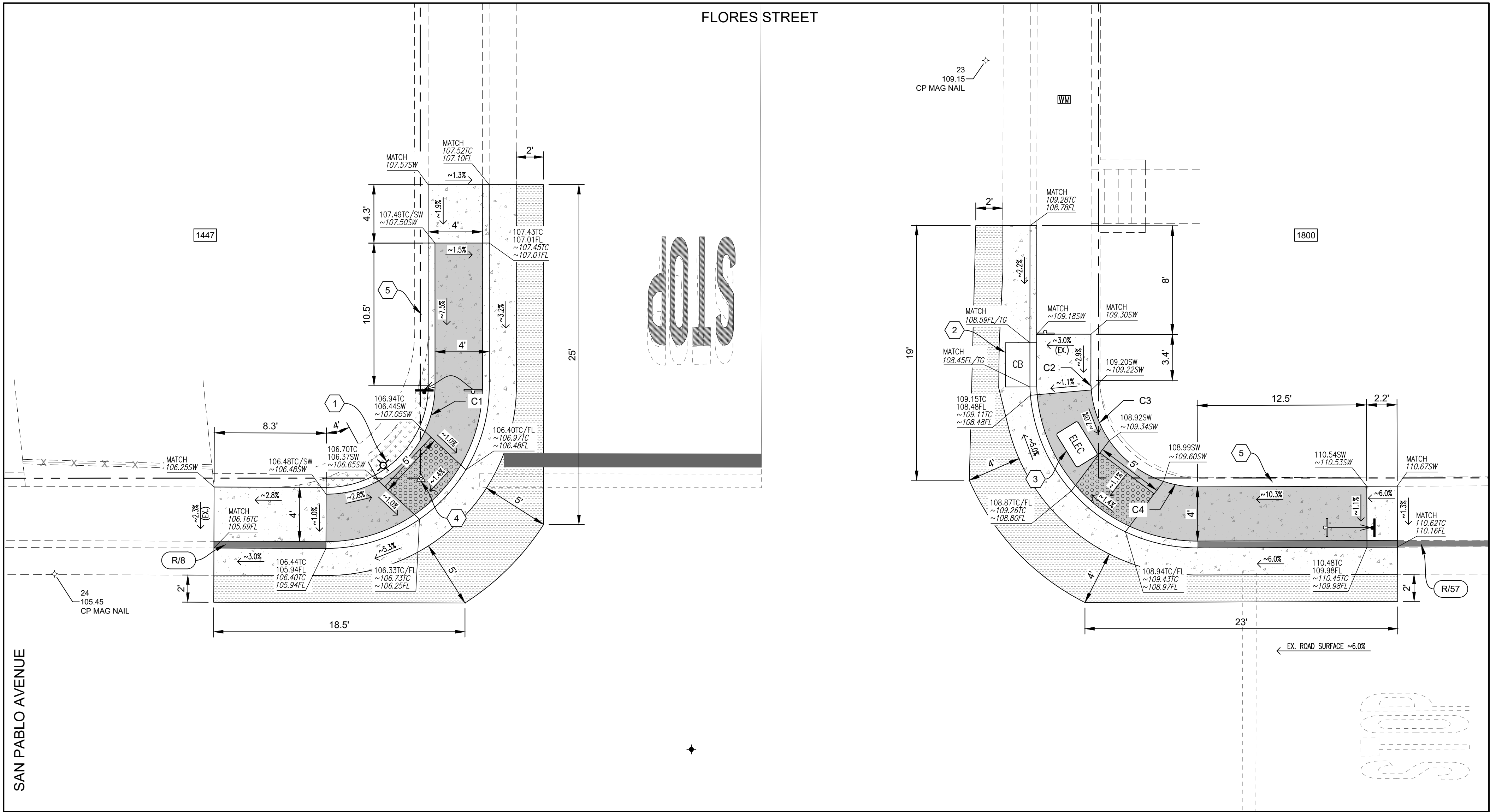
CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT D
FLORES STREET @ SAN PABLO AVENUE (S)



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMP.DWG Pkg Date: 4/17/2024 10:01 AM



ENLARGEMENT E
FLORES STREET @ SAN PABLO AVENUE (N)
1"=5'



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.48	8.00	24°57'12"
C2	0.69	7.83	05°04'27"
C3	4.00	7.83	29°18'16"
C4	2.55	7.83	18°39'01"

ENLARGEMENT E NOTES:

- 1 PROTECT IN PLACE EXISTING STREET LIGHT.
- 2 PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- 3 ADJUST EXISTING ELECTRICAL BOX COVER FLUSH W/ FINISHED GRADE.
- 4 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 5 PROTECT IN PLACE EXISTING RETAINING WALL.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- APPROXIMATE RIGHT-OF-WAY LINE
- APPROXIMATE EASEMENT LINE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)

- LIGHT STANDARD (EX.)
- WATER METER COVER
- SURVEY MONUMENT COVER
- SURVEY MARKER
- PROPERTY ADDRESS
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- CATCH BASIN
- TOP OF GRATE

XXX.XX
XXX.XX

DESIGN ELEVATION(S)
EXIST. ELEVATION(S)

(NON-ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT E

FLORES STREET @ SAN PABLO AVENUE (N)



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

DATE:

APRIL 2024

SHEET NUMBER:

18 of 36

P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Pkg Date: 4/17/2024 10:01 AM

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.35	S89°49' 32"E
L2	0.94	N01°01' 41"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.28	7.00	10°26'54"
C2	4.00	7.00	32°44'16"
C3	0.80	7.00	06°35'16"
C4	2.91	7.00	23°50'09"
C5	2.51	7.00	20°30'56"
C6	0.47	7.00	03°51'26"

ENLARGEMENT F NOTES:

- 1
- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 2
- PROTECT IN PLACE EXISTING RETAINING WALL.
- 3
- PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- 4
- PROVIDE 32" MIN. OF CLEAR WIDTH BETWEEN SIGN POST & BACK OF SIDEWALK.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL & REGRADE
- APPROXIMATE RIGHT-OF-WAY LINE
- X — X — X

FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- XYXY

CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW)
/ CURB PAINT LENGTH "YY" (LF)
- WATER VALVE

- Ⓜ

MANHOLE COVER
(D=STORM DRAIN, S=SEWER, T=AT&T)
- ⚠

SURVEY MARKER
- ⚓

SURVEY NAIL
- ROADSIDE SIGN (EX.)
- XX

PROPERTY ADDRESS
- FL

FLOWLINE
- SW

SIDEWALK
- TC

TOP OF CURB
- CB

CATCH BASIN
- TG

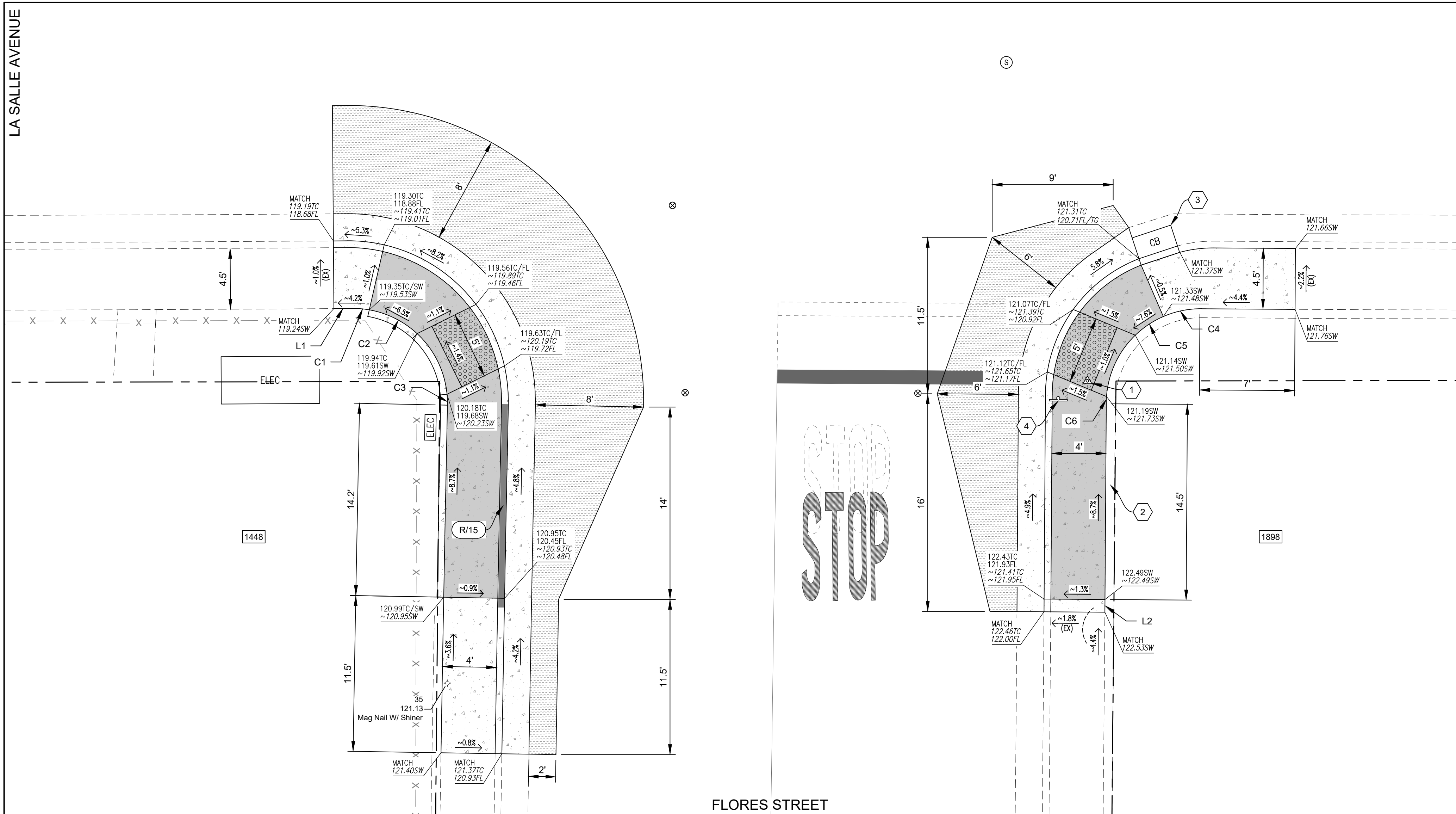
TOP OF GRATE
- TP

TOP OF PAVEMENT

XXX.XX
XXX.XX

DESIGN ELEVATION(S)
EXIST. ELEVATION(S)

(NON-ITALICIZED)
(ITALICIZED)



ENLARGEMENT F
FLORES STREET @ LA SALLE AVENUE
1"=5'



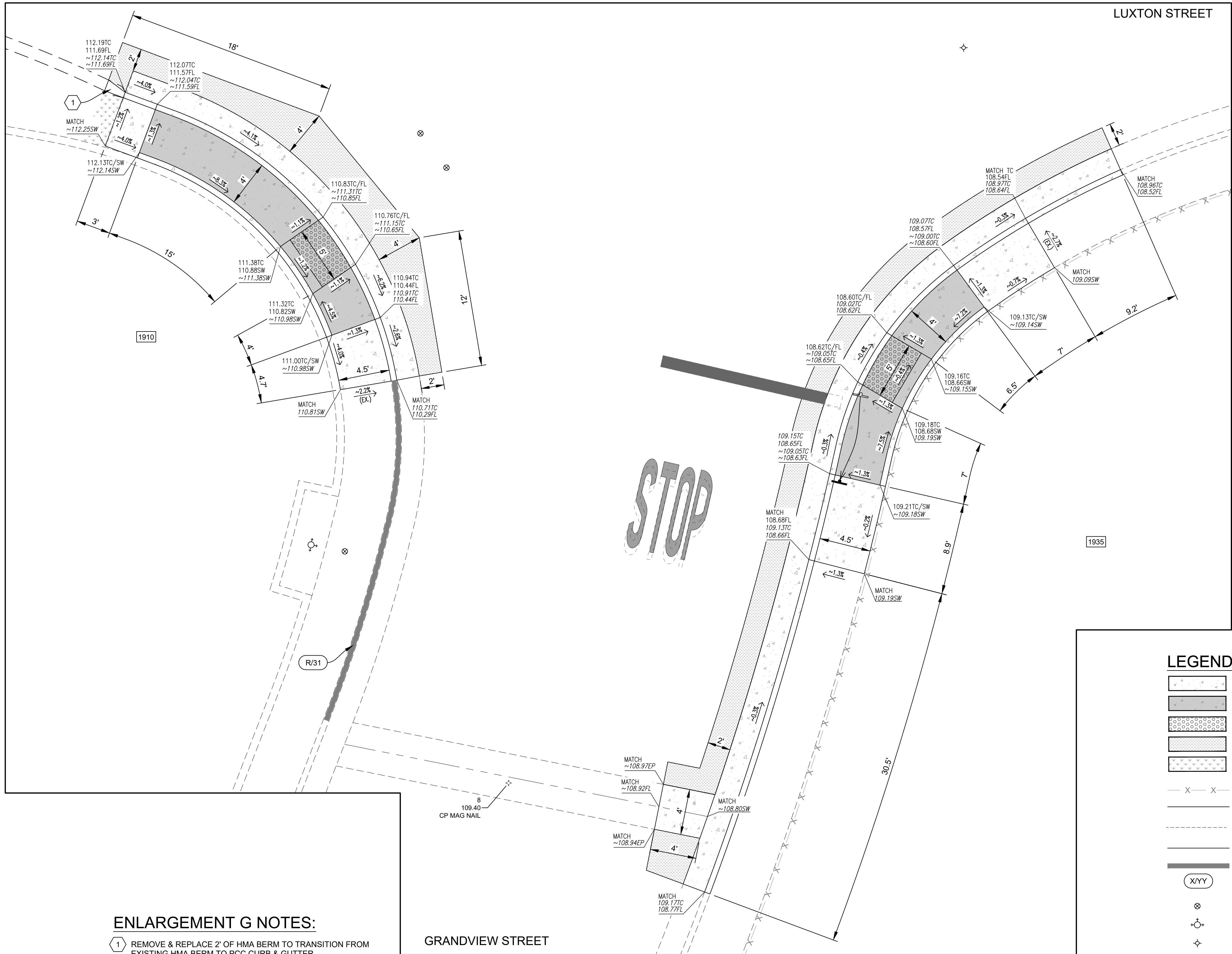
CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
ENLARGEMENT F
FLORES STREET @ LA SALLE AVENUE



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS 1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

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ENLARGEMENT G NOTES:

- 1 REMOVE & REPLACE 2' OF HMA BERM TO TRANSITION FROM EXISTING HMA BERM TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

ENLARGEMENT G
GRANDVIEW STREET @ LUXTON STREET

1"=5'



LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
| | INSTALL DETECTABLE WARNING SURFACE |
| | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION |
| | FENCE & GATE |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | CURB PAINT |
| | CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) |
| | / CURB PAINT LENGTH "YY" (LF) |
| | WATER VALVE |
| | FIRE HYDRANT (EX.) |
| | SURVEY NAIL |
| | ROADSIDE SIGN (EX.) |
| | RELOCATE ROADSIDE SIGN |
| | PROPERTY ADDRESS |
| | FLOWLINE |
| | SIDEWALK |
| | TOP OF CURB |
| | EDGE OF PAVEMENT |
| | XXX.XX DESIGN ELEVATION(S) |
| | XXX.XX EXIST. ELEVATION(S) |
| | (NON-ITALICIZED) |
| | (ITALICIZED) |

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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT G
GRANDVIEW STREET @ LUXTON STREET



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

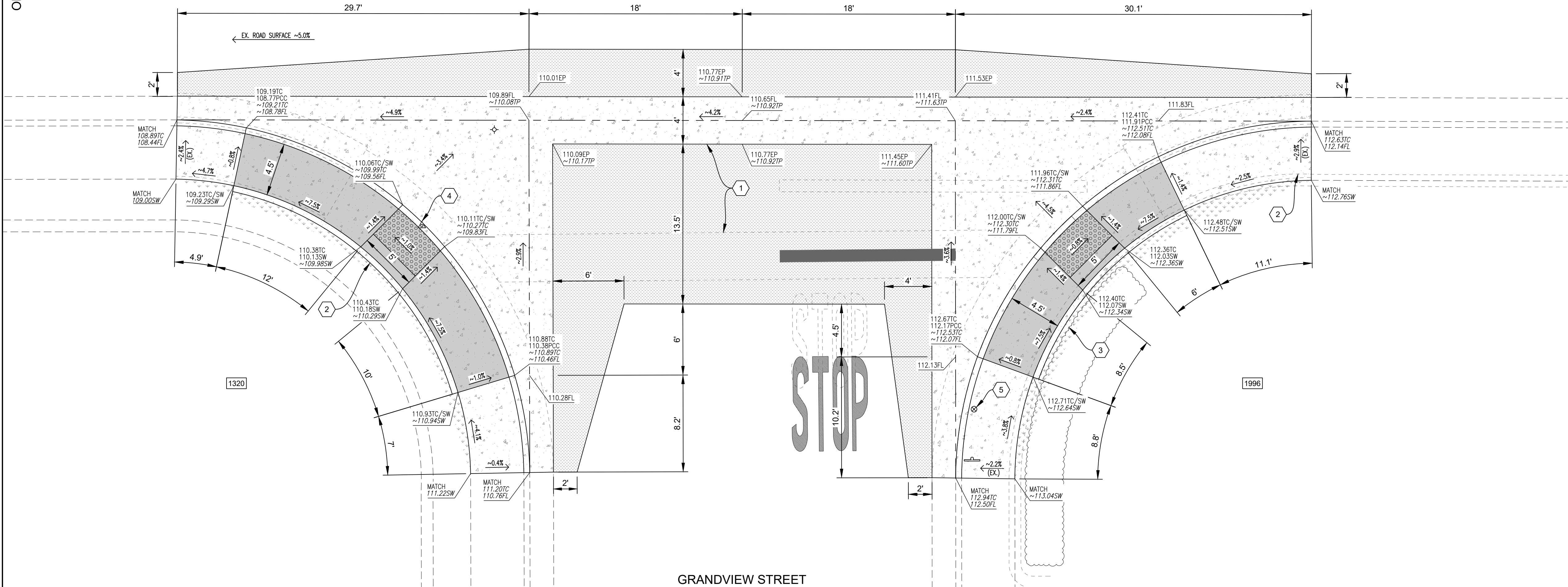
DATE: APRIL 2024

SHEET NUMBER:

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P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:02 AM

ORD GROVE AVENUE



ENLARGEMENT H
GRANDVIEW STREET @ ORD GROVE AVENUE (S)
1"=5'



ENLARGEMENT H NOTES:

- 1 DEMOLISH EXISTING CONCRETE VALLEY GUTTER & CONSTRUCT PCC VALLEY GUTTER & SPANDRELS PER CITY OF SEASIDE STANDARD DRAWING S-106.
- 2 RELOCATE EXISTING BRICKS BEHIND NEW RAMP & SIDEWALK.
- 3 TRIM & REMOVE EXISTING PLANT MATERIAL @ BACK OF SIDEWALK.
- 4 RESET EXISTING CITY VERTICAL BENCHMARK & RECORD ELEVATION W/ CITY.
- 5 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

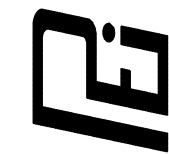
LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
| | INSTALL DETECTABLE WARNING SURFACE |
| | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | WATER VALVE |

- | | |
|--|---------------------|
| | SURVEY MARKER |
| | SURVEY NAIL |
| | ROADSIDE SIGN (EX.) |
| | PROPERTY ADDRESS |
| | FLOWLINE |
| | SIDEWALK |
| | TOP OF CURB |
| | TOP OF PAVEMENT |
| | DESIGN ELEVATION(S) |
| | EXIST. ELEVATION(S) |
| | (NON-ITALICIZED) |
| | (ITALICIZED) |

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT H

GRANDVIEW STREET @ ORD GROVE AVENUE (S)



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

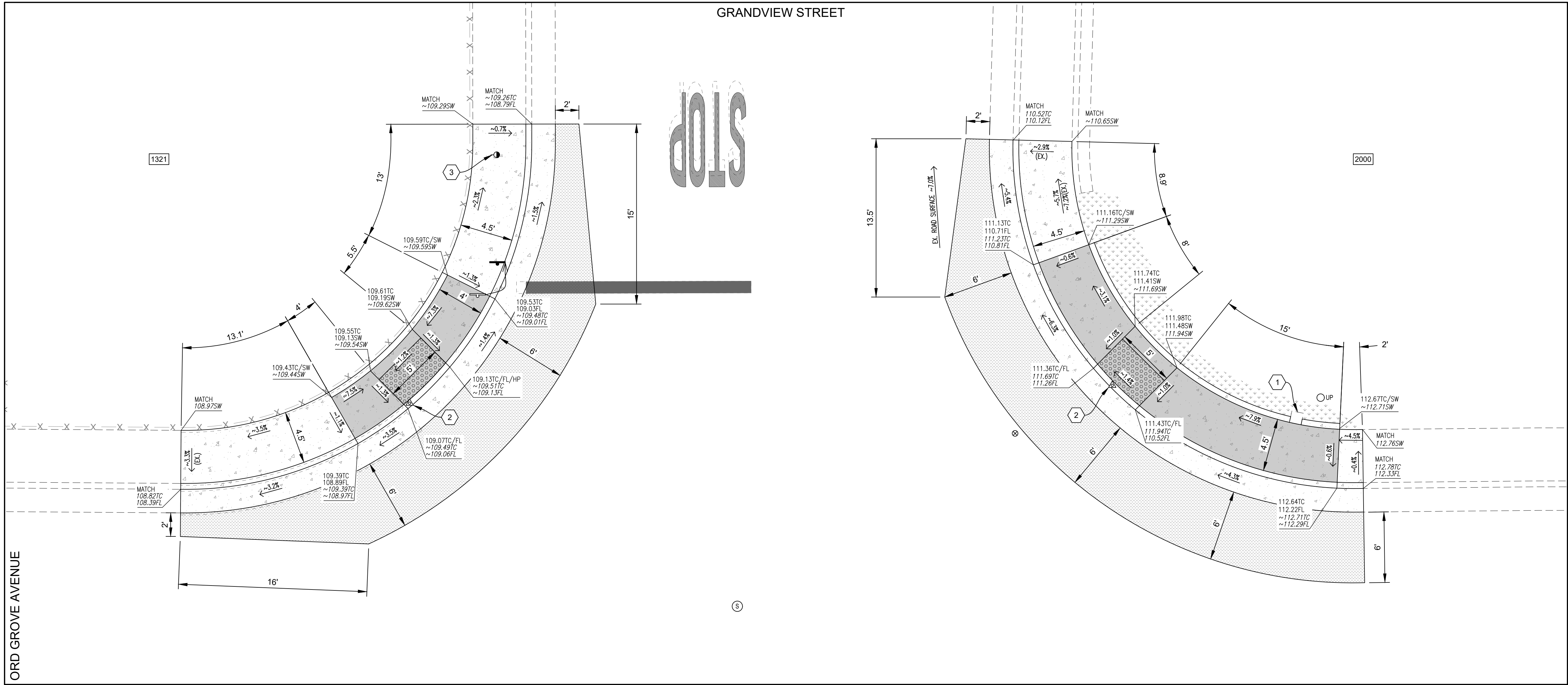
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

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P:\R1: Z:\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:01 AM



ENLARGEMENT I
GRANDVIEW STREET @ ORD GROVE AVENUE (N)
1"=5'



ENLARGEMENT I NOTES:

1. PROTECT IN PLACE EXISTING BRICK COLUMN. FORM RETAINING CURB ON EITHER SIDE OF COLUMN.
2. RESET EXISTING CITY VERTICAL BENCHMARK & RECORD ELEVATION W/ CITY.
3. PG&E TO RELOCATE EXISTING GUY ANCHOR OUTSIDE OF PATH OF TRAVEL. CONTRACTOR TO COORDINATE W/ PG&E.

NOTES:

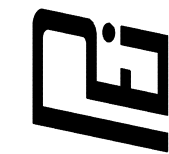
1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		SURVEY MARKER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		RELOCATE ROADSIDE SIGN
	FENCE & GATE		PROPERTY ADDRESS
	ASPHALT CONCRETE		FLOWLINE
	PORTLAND CONCRETE CEMENT EX.		SIDEWALK
	PORTLAND CONCRETE CEMENT		TOP OF CURB
	UTILITY POLE		HIGH POINT
	GUY ANCHOR		TOP OF PAVEMENT
	WATER VALVE		DESIGN ELEVATION(S) EXIST. ELEVATION(S)
			(NON-ITALICIZED)
			(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT I

GRANDVIEW STREET @ ORD GROVE AVENUE (N)



DRAWN BY:

BM, JL

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS
1" ON ORIGINAL

DATE:

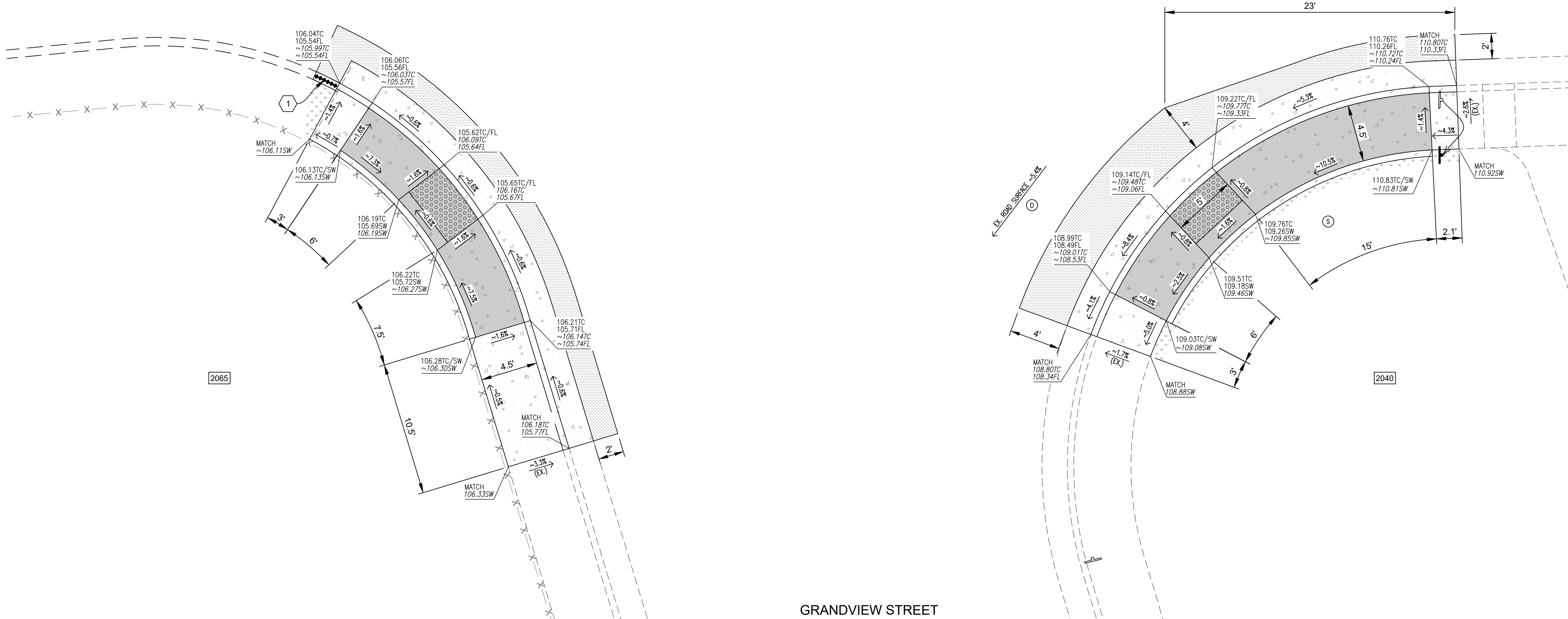
APRIL 2024

SHEET NUMBER:

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P:\R1\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:01 AM

CIRCLE AVENUE



GRANDVIEW STREET

ENLARGEMENT J
GRANDVIEW STREET @ CIRCLE AVENUE
1"=5'



ENLARGEMENT J NOTES:

- 1 REMOVE & REPLACE 2' OF HMA DIKE TO TRANSITION FROM EXISTING HMA DIKE TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- REMOVE & REPLACE HMA DIKE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT

- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- DESIGN ELEVATION(S)
EXIST. ELEVATION(S) (NON-ITALICIZED)
(ITALICIZED)

CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT J

GRANDVIEW STREET @ CIRCLE AVENUE

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DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

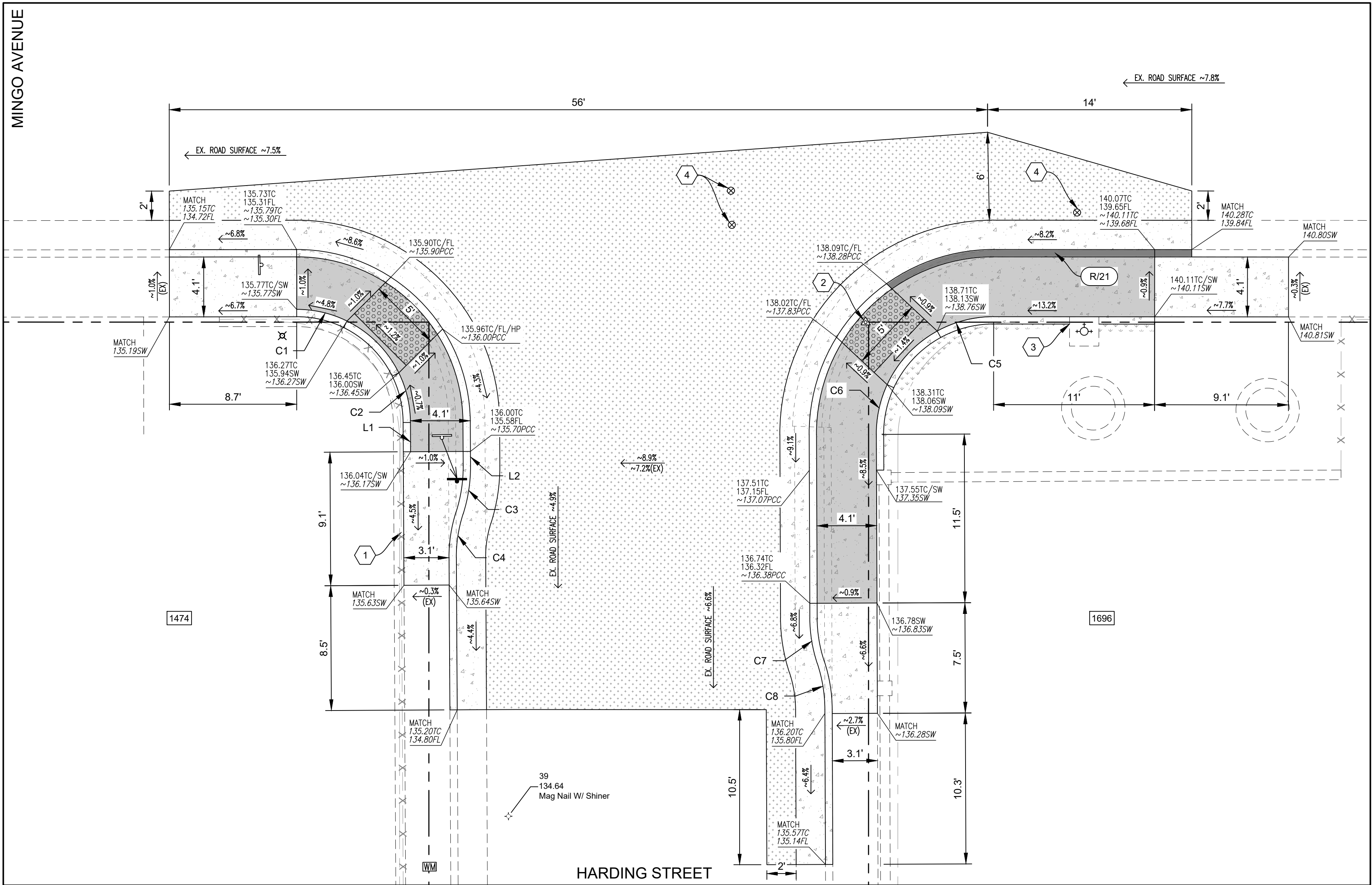
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

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P:\R17\Z\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_HARDING CURB RAMP'S.DWG, Plot Date: 4/17/2024, 10:01 AM



ENLARGEMENT K
HARDING STREET @ MINGO AVENUE
1"=5'

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	2.00	N00° 49' 49"E
L2	1.00	N00° 49' 49"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.55	7.75	26°15'14"
C2	3.50	7.75	25°54'22"
C3	3.33	10.50	18°11'31"
C4	3.02	9.50	18°11'31"
C5	4.02	8.00	28°46'16"
C6	3.50	8.00	25°04'26"
C7	3.18	10.00	18°11'31"
C8	3.18	10.00	18°11'31"

CONSTRUCTION NOTES:

- PROTECT IN PLACE EXISTING FENCE
- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- MATCH TOP OF PROPOSED RETAINING CURB TO EXISTING PCC PAD SURFACE.
- LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- REMOVE, REGRADE & PLACE 6" HMA SEE SHEET 36 FOR DETAIL.
- BACKFILL W/ NATIVE SOIL & REGRADE
- APPROXIMATE RIGHT-OF-WAY LINE
- APPROXIMATE EASEMENT LINE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
- LIGHT STANDARD (EX.)

- WM WATER METER COVER
- ⊗ WATER VALVE
- ⊕ FIRE HYDRANT (EX.)
- ⊙ SURVEY MARKER
- ⊙ SURVEY NAIL
- ⊕ RELOCATE ROADSIDE SIGN (EX.)
- XX PROPERTY ADDRESS
- FL FLOWLINE
- SW SIDEWALK
- TC TOP OF CURB
- HP HIGH POINT
- TP TOP OF PAVEMENT

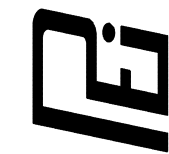
XXX.XX
XXX.XX

DESIGN ELEVATION(S)
EXIST. ELEVATION(S)

(NON-ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT K

HARDING STREET @ MINGO AVENUE



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

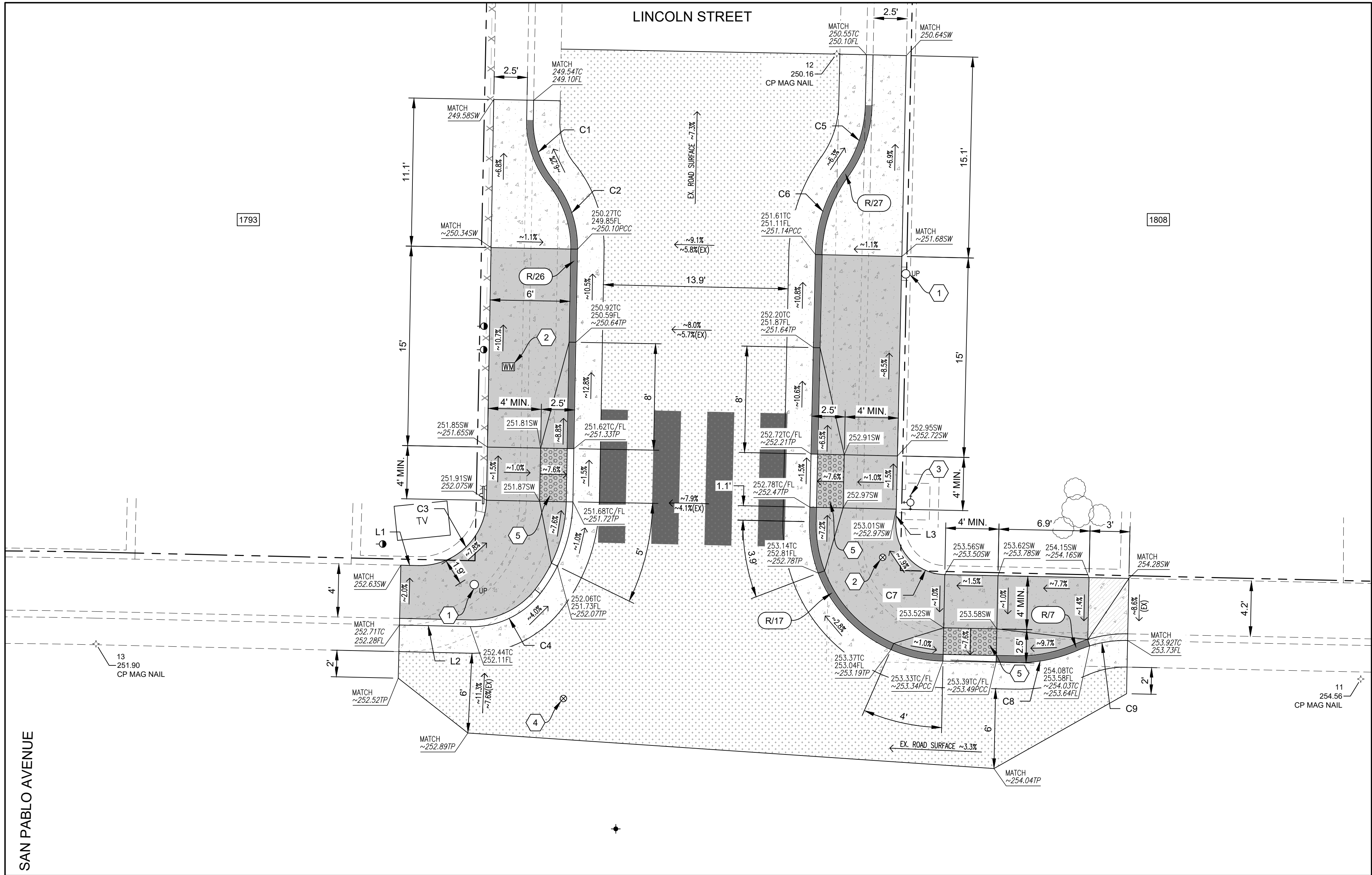
DATE:

APRIL 2024

SHEET NUMBER:

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P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_LINCOLN CURB RAMP.DWG Pld Date: 4/17/2024 10:00 AM



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.33	N88° 50' 30"W
L2	5.33	N88° 50' 30"W
L3	1.09	N01° 08' 09"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	4.88	7.00	39°56'40"
C2	5.58	8.00	39°56'40"
C3	7.88	5.00	90°15'00"
C4	6.03	6.50	53°07'48"
C5	5.41	9.00	34°24'41"
C6	6.61	11.00	34°24'41"
C7	5.90	3.75	90°05'32"
C8	4.74	11.00	24°42'04"
C9	3.88	9.00	24°41'59"

ENLARGEMENT L NOTES:

- 1 PROTECT IN PLACE EXISTING UTILITY POLE.
2 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
3 PROTECT IN PLACE EXISTING FIRE HYDRANT.
4 LOWER UTILITY COVER WITHIN HMA TRANSITION.
5 DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP & A 2' DEPTH OF THE CURB RAMP.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

ENLARGEMENT L
LINCOLN STREET @ SAN PABLO AVENUE
1"=5'

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
PORTLAND CEMENT CONCRETE RAMPING SURFACE
REMOVE & REPLACE PCC DRIVEWAY
INSTALL DETECTABLE WARNING SURFACE
REMOVE, REGRADE, & PLACE 6" HMA SEE SHEET 36 FOR DETAIL.
BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
APPROXIMATE RIGHT-OF-WAY LINE
FENCE & GATE
ASPHALT CONCRETE
PORTLAND CONCRETE CEMENT EX.
PORTLAND CONCRETE CEMENT
CURB PAINT
CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
WATER METER COVER
PROPERTY ADDRESS
SURVEY MONUMENT COVER
SURVEY NAIL
ROADSIDE SIGN (EX.)
FLOWLINE
SIDEWALK
UTILITY POLE
GUY ANCHOR

- WATER VALVE
FIRE HYDRANT (EX.)
TOP OF CURB
HIGH POINT
TOP OF PAVEMENT
DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON-ITALICIZED)
(ITALICIZED)

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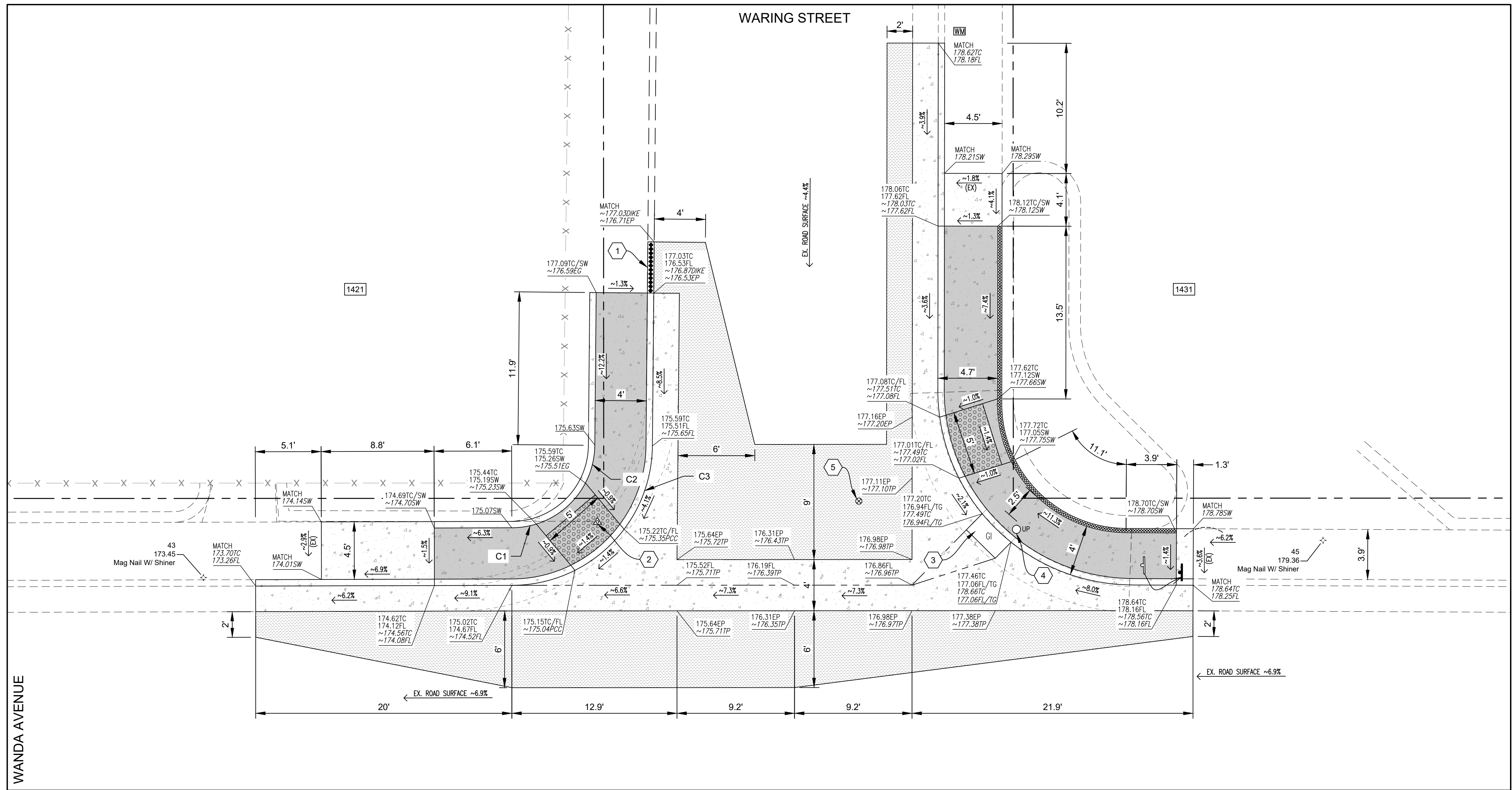
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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
ENLARGEMENT L
LINCOLN STREET @ SAN PABLO AVENUE



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS
1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_WARING CURB RAMPS.DWG Pld Date: 4/17/2024 10:02 AM



ENLARGEMENT N
WARING STREET @ WANDA AVENUE (N)
1"=5'



LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL & REGRADE
- CONSTRUCT 4" PCC RETAINING CURB
- APPROXIMATE RIGHT-OF-WAY LINE
- FENCE & GATE
- ASPHALT CONCRETE
- ASPHALT CONCRETE EX.
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- WATER METER COVER
- UTILITY POLE
- WATER VALVE
- SURVEY MARKER

- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- GRATE INLET
- TOP OF GRATE
- TOP OF PAVEMENT
- DESIGN ELEVATION(S) (NON-ITALICIZED)
- EXIST. ELEVATION(S) (ITALICIZED)

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.94	6.50	17°06'34"
C2	3.06	6.50	26°58'38"
C3	17.15	11.00	89°19'34"

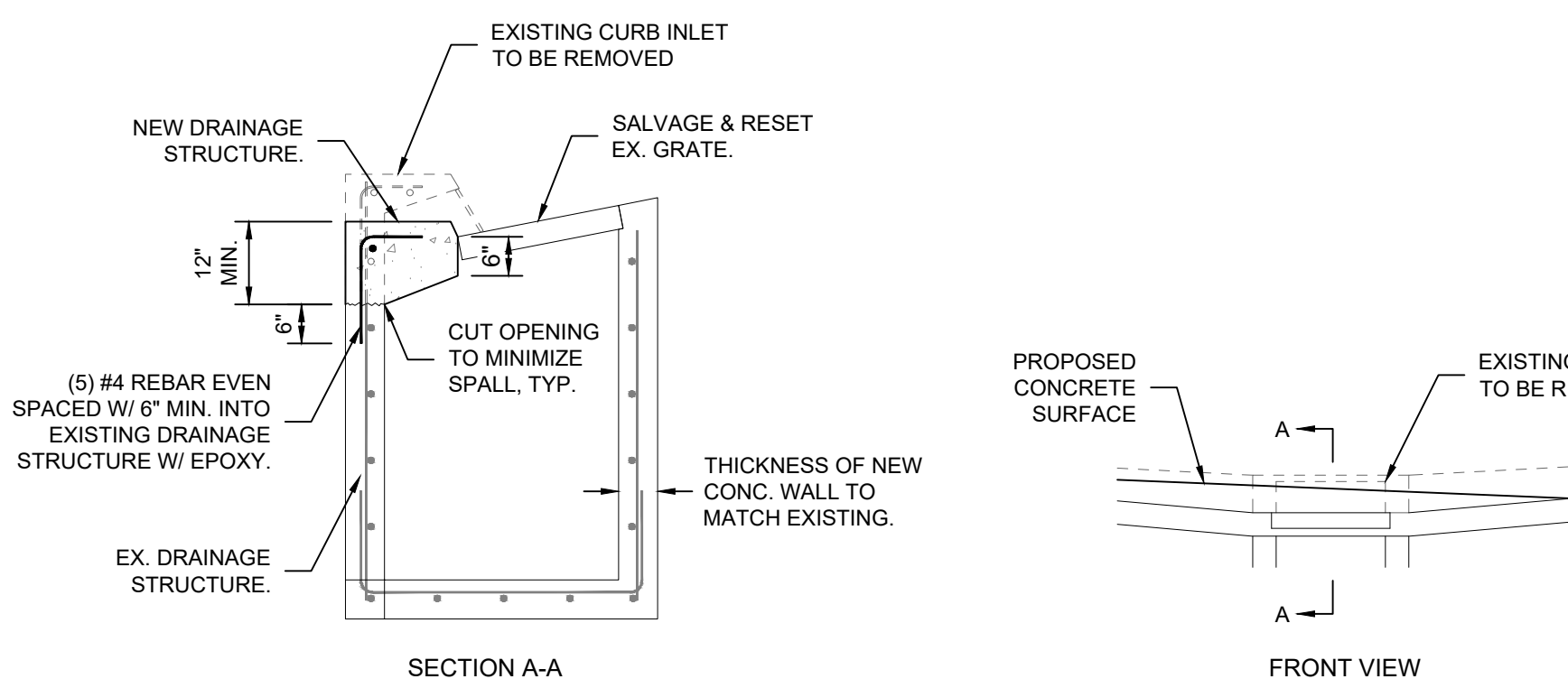
ENLARGEMENT N NOTES:

- REMOVE & REPLACE 4' OF HMA DIKE TO TRANSITION FROM EXISTING HMA DIKE TO PCC CURB & GUTTER.
- RESET EXISTING CITY VERTICAL BENCHMARK & RECORD ELEVATION W/ CITY.
- REMOVE TOP PORTION OF CURB INLET STRUCTURE & CONSTRUCT GRATE INLET PER DETAIL ON THIS SHEET.
- PROTECT IN PLACE EXISTING UTILITY POLE.
- LOWER UTILITY WITHIN HMA TRANSITION.

NOTES:

- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

RECONSTRUCT TOP OF GRATE INLET:



- NOTES:
- CONTRACTOR SHALL INSTALL IN THE GRATE INLET A TEMPORARY SYSTEM TO CATCH ANY DEBRIS DURING DEMOLITION & RECONSTRUCTION.
 - CONCRETE SHALL BE CLASS "A", 4,000 PSI IN 28 DAYS.

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT N

WARING STREET @ WANDA AVENUE (N)



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

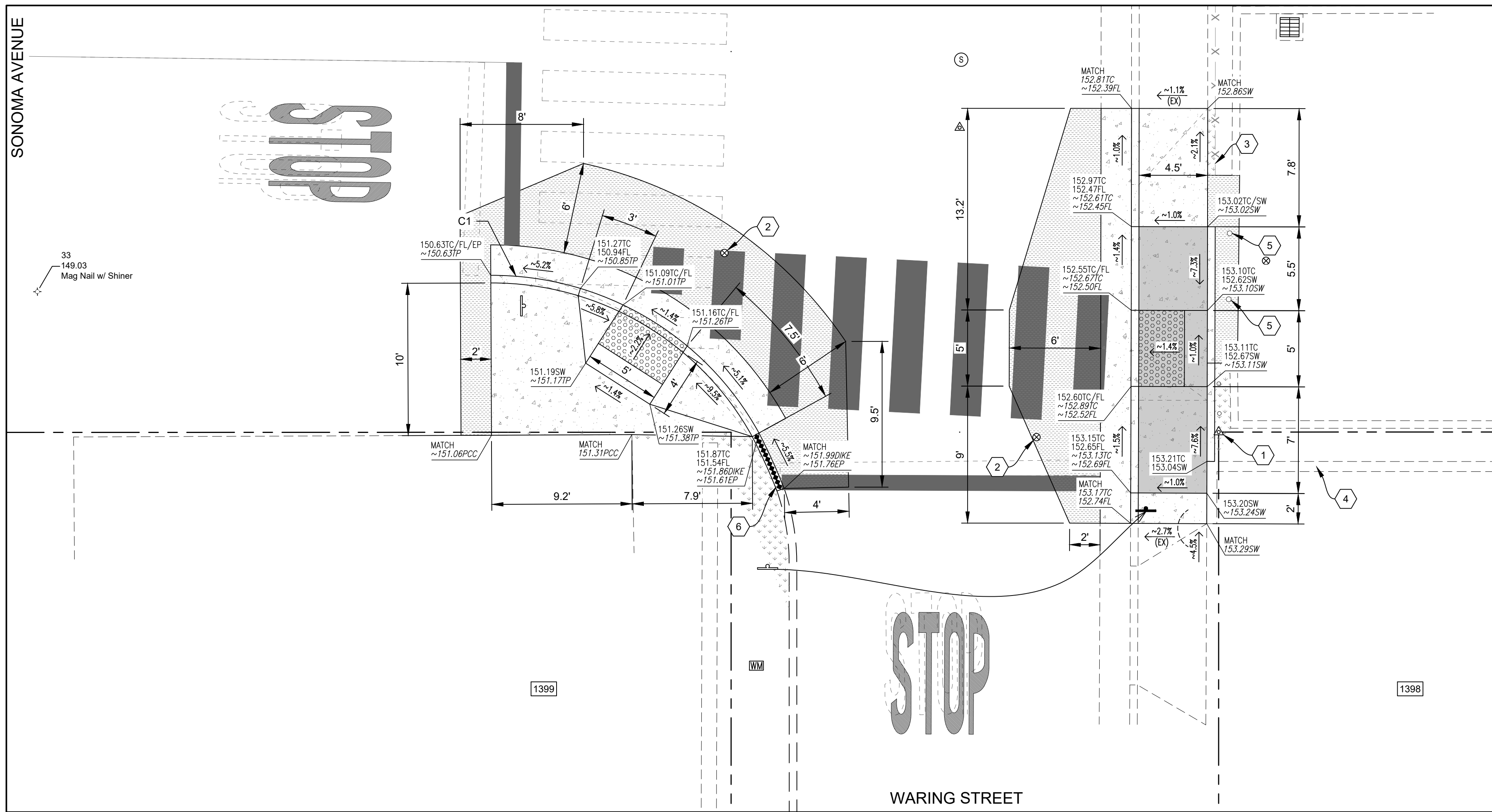
DATE:

APRIL 2024

SHEET NUMBER:

27 of 36

P:\R1\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_WARING CURB RAMPS.DWG Plot Date: 4/17/2024 10:02 AM



ENLARGEMENT O
WARING STREET @ SONOMA AVENUE (S)

1"=5'



ENLARGEMENT O NOTES:

1. PROTECT IN PLACE EXISTING 1-1/2" IP TAGGED LS 3872.
2. LOWER UTILITY WITHIN HMA TRANSITION.
3. PROTECT IN PLACE EXISTING FENCE.
4. PROTECT IN PLACE EXISTING RETAINING WALL.
5. PROTECT IN PLACE EXISTING PIPE BOLLARD.
6. REMOVE & REPLACE 4' OF HMA DIKE TO TRANSITION FROM EXISTING HMA DIKE TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	21.43	20.00	61°23'53"

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL & REGRADE
- REMOVE & REPLACE HMA DIKE
- APPROXIMATE RIGHT-OF-WAY LINE
- FENCE & GATE
- ASPHALT CONCRETE
- ASPHALT CONCRETE EX.
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT

- WATER METER COVER
- WATER VALVE
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SURVEY MARKER
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- TOP OF PAVEMENT
- DESIGN ELEVATION(S) (NON-ITALICIZED)
- EXIST. ELEVATION(S) (ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

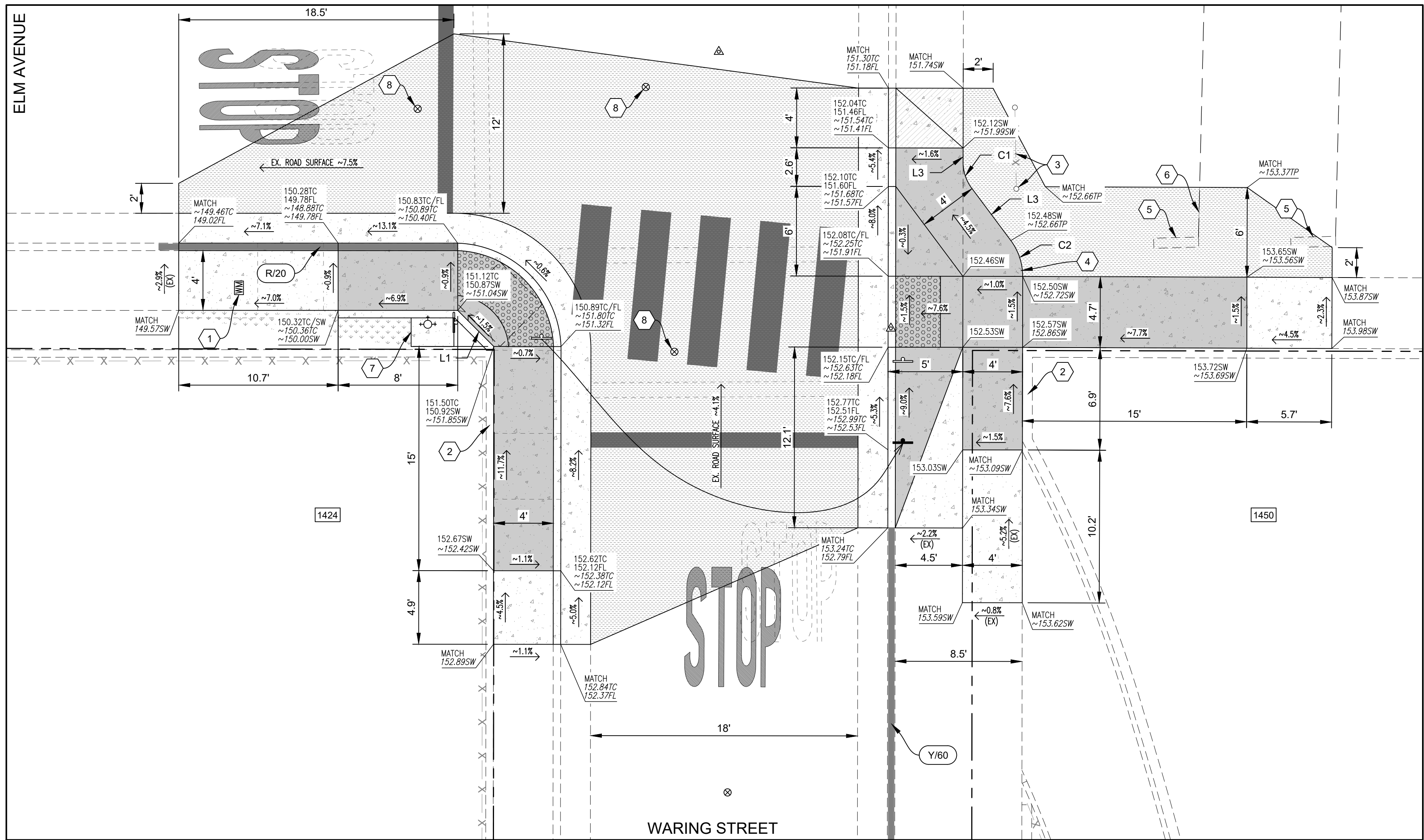
ENLARGEMENT O

WARING STREET @ SONOMA AVENUE (S)



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS
1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

28 of 36



ENLARGEMENT P
WARING STREET @ ELM AVENUE (S)
1"=5'



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	3.41	N43°53'26"W
L2	0.91	N01°09'58"E
L3	4.33	N35°42'13"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.93	3.00	36°52'11"
C2	2.57	4.00	36°52'11"

ENLARGEMENT P NOTES:

- 1 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.
- 3 PROTECT IN PLACE EXISTING BOLLARD & GATE.
- 4 SALVAGE & RESET EXISTING BOLLARD OUTSIDE OF PCC IMPROVEMENTS.
- 5 SALVAGE & RESET EXISTING WHEEL STOPS.
- 6 RESTRIPE ~4 LF OF 4" WIDE LINE. 2 COATS MIN. APPLICATION.
- 7 REMOVE & REPLACE PCC PAD @ FIRE HYDRANT. TOP OF PAD TO BE FLUSH W/ RETAINING CURB.
- 8 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER VALVE
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		FIRE HYDRANT (EX.)
	REMOVE & REPLACE PCC DRIVEWAY		SURVEY MARKER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL & REGRADE		RELOCATE ROADSIDE SIGN
	APPROXIMATE RIGHT-OF-WAY LINE		PROPERTY ADDRESS
	FENCE & GATE		FLOWLINE
	ASPHALT CONCRETE		SIDEWALK
	PORTLAND CONCRETE CEMENT EX.		TOP OF CURB
	PORTLAND CONCRETE CEMENT		HIGH POINT
	CURB PAINT		TOP OF PAVEMENT
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		DESIGN ELEVATION(S) EXIST. ELEVATION(S)
	WATER METER COVER		(NON-ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT P

WARING STREET @ ELM AVENUE (S)



DRAWN BY: BM

PROJECT NUMBER: 230127

SCALE: 1"=5'

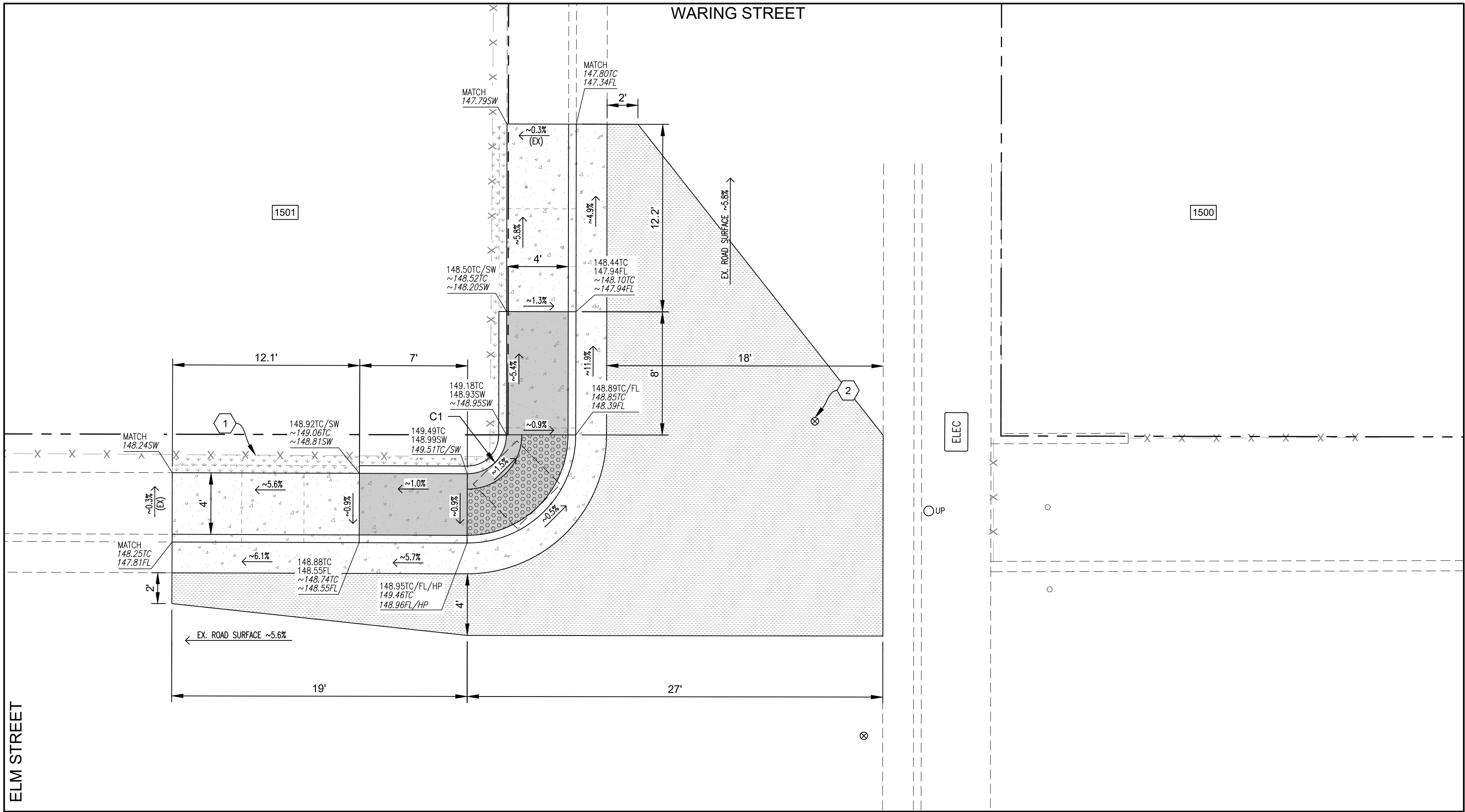
VERIFY SCALE

BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

P:\R1\Z\SHARED\DR\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_WARING CURB RAMPS.DWG Pld Date: 4/17/2024 10:00 AM



ENLARGEMENT Q
WARING STREET @ ELM AVENUE (N)
1"=5'



ENLARGEMENT Q NOTES:

- 1 PROTECT IN PLACE EXISTING FENCE.
2 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	4.00	2.50	90°05'38"

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
PORTLAND CEMENT CONCRETE RAMPING SURFACE
INSTALL DETECTABLE WARNING SURFACE
HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
BACKFILL W/ NATIVE SOIL & REGRADE
APPROXIMATE RIGHT-OF-WAY LINE
FENCE & GATE
ASPHALT CONCRETE
PORTLAND CONCRETE CEMENT EX.
PORTLAND CONCRETE CEMENT
UTILITY POLE
WATER VALVE
PROPERTY ADDRESS
FLOWLINE
SIDEWALK
TOP OF CURB
HIGH POINT
TOP OF PAVEMENT
DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON--ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

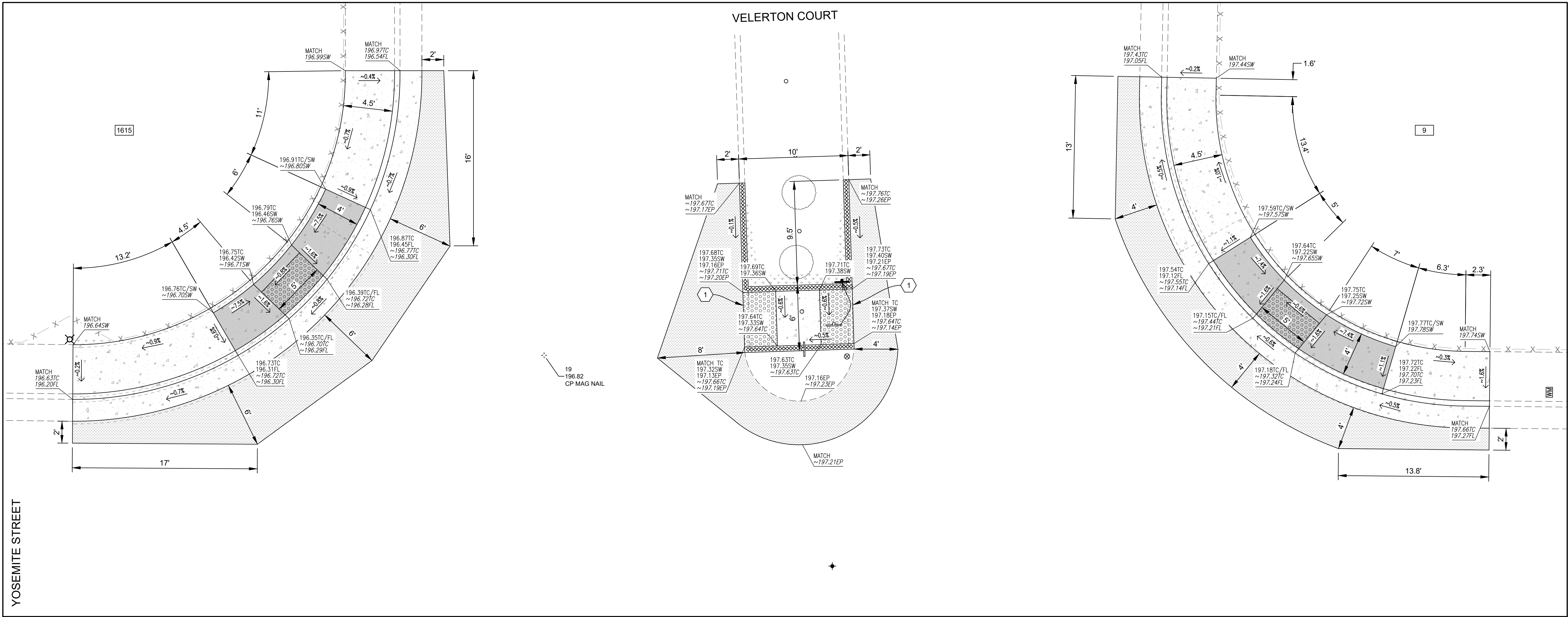
ENLARGEMENT Q

WARING STREET @ ELM AVENUE (N)



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

P:\R\2\SHARED\PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_YOSEMITE CURB RAMPS.DWG Plotted: 4/17/2024 10:01 AM



ENLARGEMENT R
YOSEMITE STREET @ VELERTON COURT
1"=5'



ENLARGEMENT R NOTES:

1. ASPHALT PAVEMENT ELEVATIONS SHOWN ARE PRIOR TO 2-1/4" HMA OVERLAY. CONTRACTOR TO PROVIDE TEMPORARY TRANSITION AT PASSAGEWAY UNTIL HMA OVERLAY IS PAVED. NEW SIDEWALK ELEVATIONS WILL BE FLUSH W/ OVERLAY SURFACE.

NOTES:

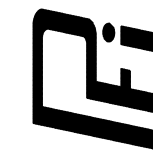
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2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.
3. COUNTER SLOPE OF ROAD SURFACES IMMEDIATELY ADJACENT TO & WITHIN 24" OF ISLAND PASSAGEWAY SHALL BE NO STEEP THAN 5.0%.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER VALVE
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		SURVEY MONUMENT COVER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		RELOCATE ROADSIDE SIGN
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		PROPERTY ADDRESS
	FENCE & GATE	FL	FLOWLINE
	ASPHALT CONCRETE	SW	SIDEWALK
	PORTLAND CONCRETE CEMENT EX.	TC	TOP OF CURB
	PORTLAND CONCRETE CEMENT	EP	EDGE OF PAVEMENT
	LIGHT STANDARD (EX.)	TP	TOP OF PAVEMENT
	WATER METER COVER	XXX.XX XXX.XX	DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT R

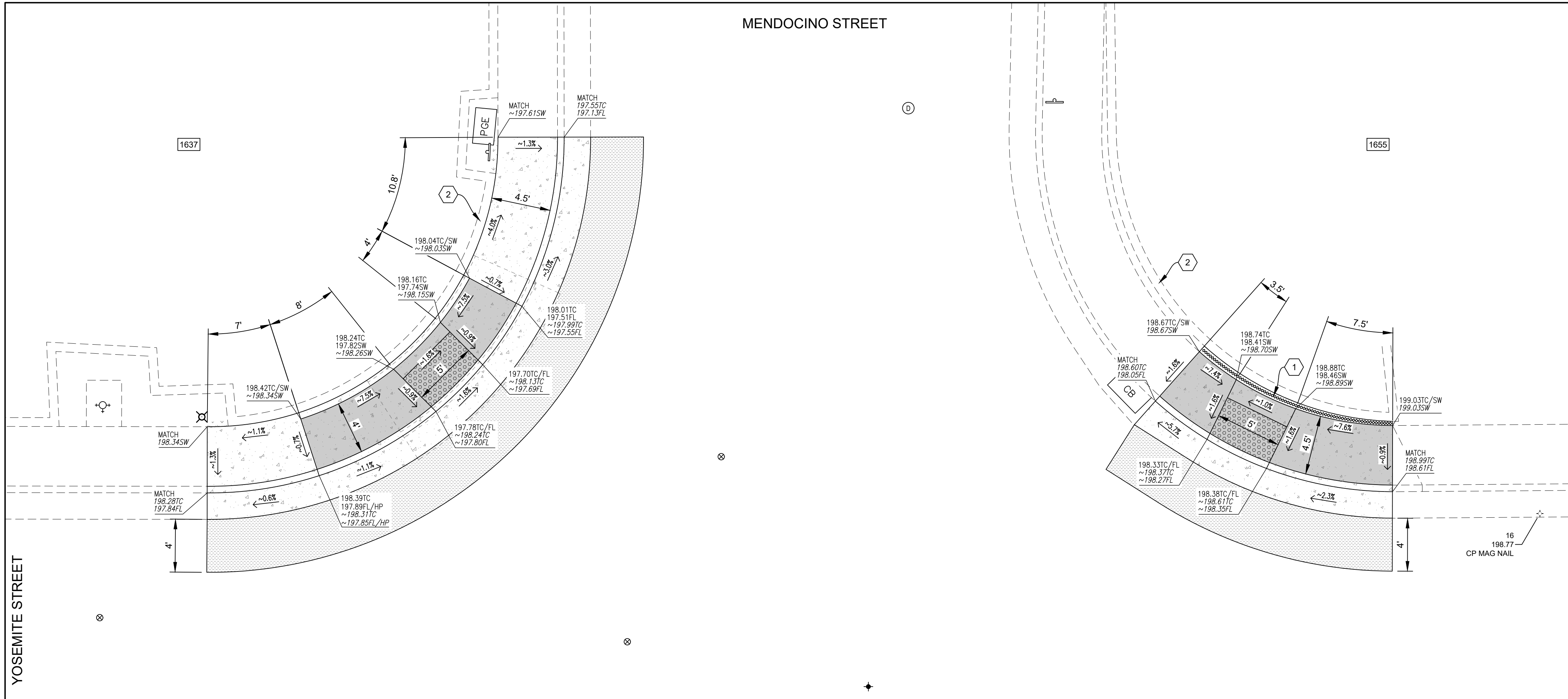
YOSEMITE STREET @ VELERTON COURT



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

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P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_YOSEMITE CURB RAMPS.DWG Plot Date: 4/17/2024 10:02 AM



ENLARGEMENT S
YOSEMITE STREET @ MENDOCINO STREET
1"=5'

ENLARGEMENT S NOTES:

- 1 REMOVE EXISTING CONCRETE BEHIND SIDEWALK & CONSTRUCT VARYING WIDTH RETAINING CURB BETWEEN NEW SURFACE & EXISTING RETAINING WALL (4" MIN. TO 8" MAX. WIDTH).
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.

NOTES:

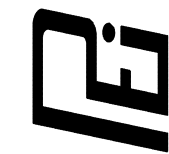
1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2" OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
	REMOVE & REPLACE/ CONSTRUCT MODIFIED PCC CURB
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	LIGHT STANDARD (EX.)
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	FIRE HYDRANT (EX.)
	SURVEY MONUMENT COVER
	SURVEY NAIL
	ROADSIDE SIGN (EX.)
	PROPERTY ADDRESS
	FLOWLINE
	SIDEWALK
	TOP OF CURB
	HIGH POINT
	DESIGN ELEVATION(S)
	EXIST. ELEVATION(S)
	(NON-ITALICIZED)
	(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT S

YOSEMITE STREET @ MENDOCINO STREET



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

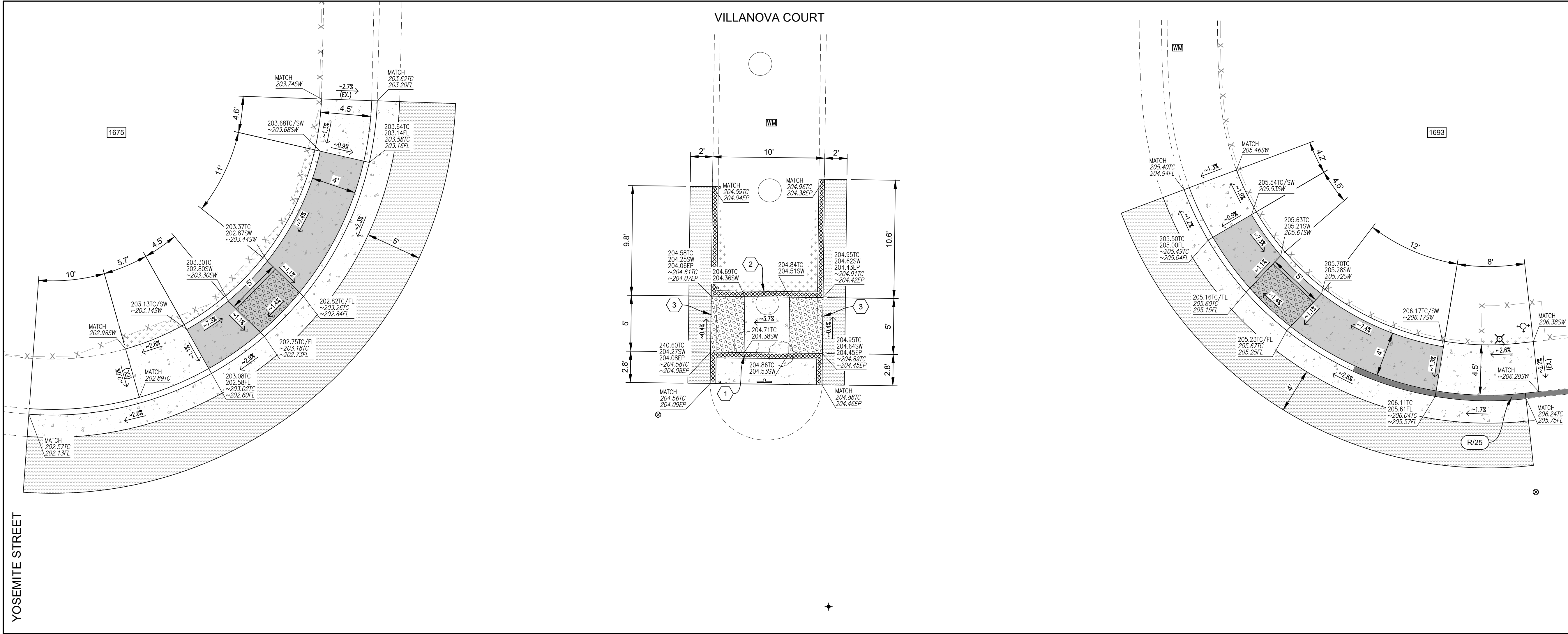
BAR REPRESENTS
1" ON ORIGINAL

DATE:

APRIL 2024

SHEET NUMBER:

32 of 36



ENLARGEMENT T
YOSEMITE STREET @ VILLANOVA COURT
1"=5'



ENLARGEMENT T NOTES:

- 1 REMOVE PLANT MATERIAL WITHIN LIMITS OF WORK.
- 2 REMOVE EXISTING TREE, STUMP, & ROOT BALL. BACKFILL W/ CLASS 2 AGGREGATE BASE.
- 3 ASPHALT PAVEMENT ELEVATIONS SHOWN ARE PRIOR TO 2-1/4" HMA OVERLAY. CONTRACTOR TO PROVIDE TEMPORARY TRANSITION AT PASSAGEWAY UNTIL HMA OVERLAY IS PAVED. NEW SIDEWALK ELEVATIONS WILL BE FLUSH W/ OVERLAY SURFACE.

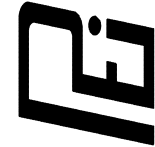
NOTES:

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2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.
3. COUNTER SLOPE OF ROAD SURFACES IMMEDIATELY ADJACENT TO & WITHIN 24" OF ISLAND PASSAGEWAY SHALL BE NO STEEP THAN 5.0%.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER METER COVER
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		WATER VALVE
	INSTALL DETECTABLE WARNING SURFACE		FIRE HYDRANT (EX.)
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		SURVEY MONUMENT COVER
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		SURVEY NAIL
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		ROADSIDE SIGN (EX.)
	FENCE & GATE		PROPERTY ADDRESS
	ASPHALT CONCRETE		FLOWLINE
	PORTLAND CONCRETE CEMENT EX.		SIDEWALK
	PORTLAND CONCRETE CEMENT		TOP OF CURB
	CURB PAINT		EDGE OF PAVEMENT
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)
	LIGHT STANDARD (EX.)		

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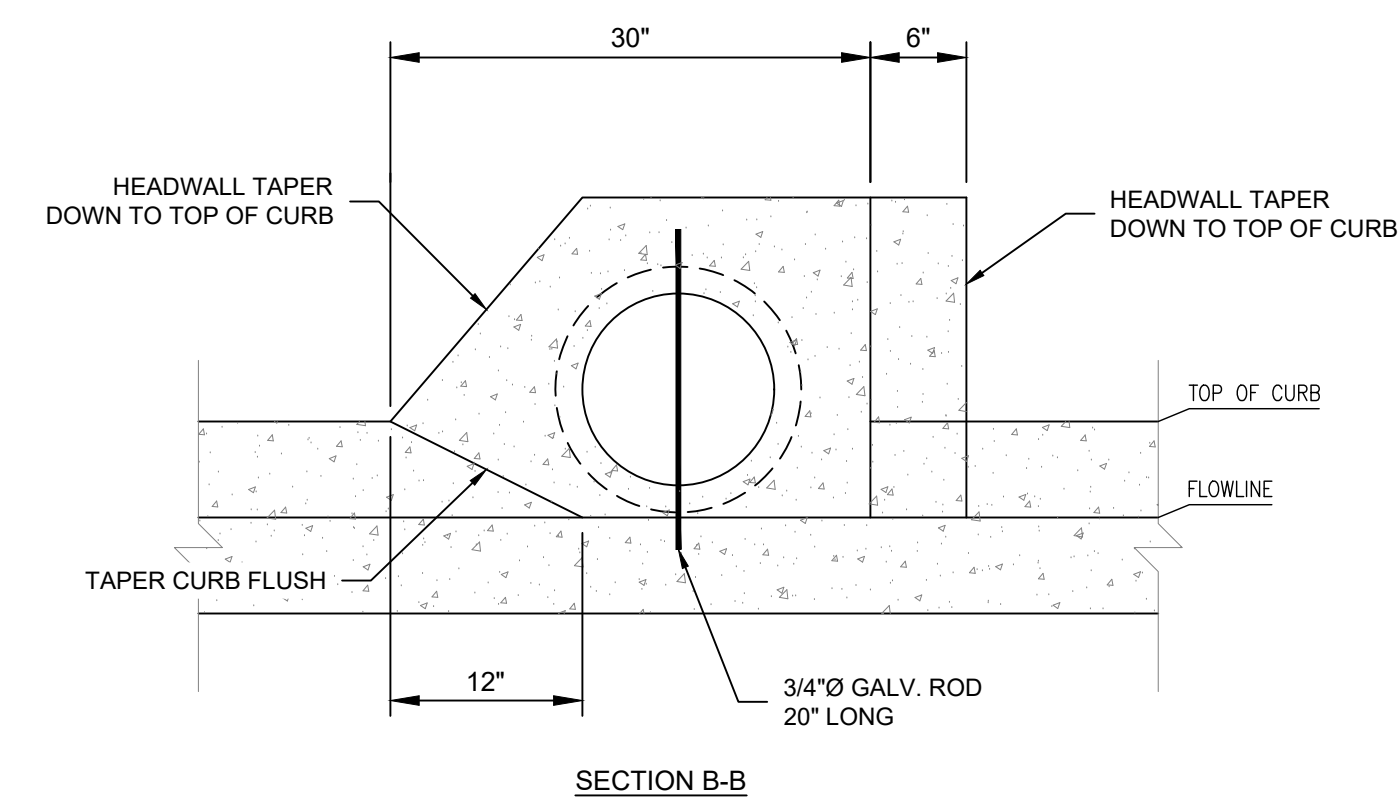
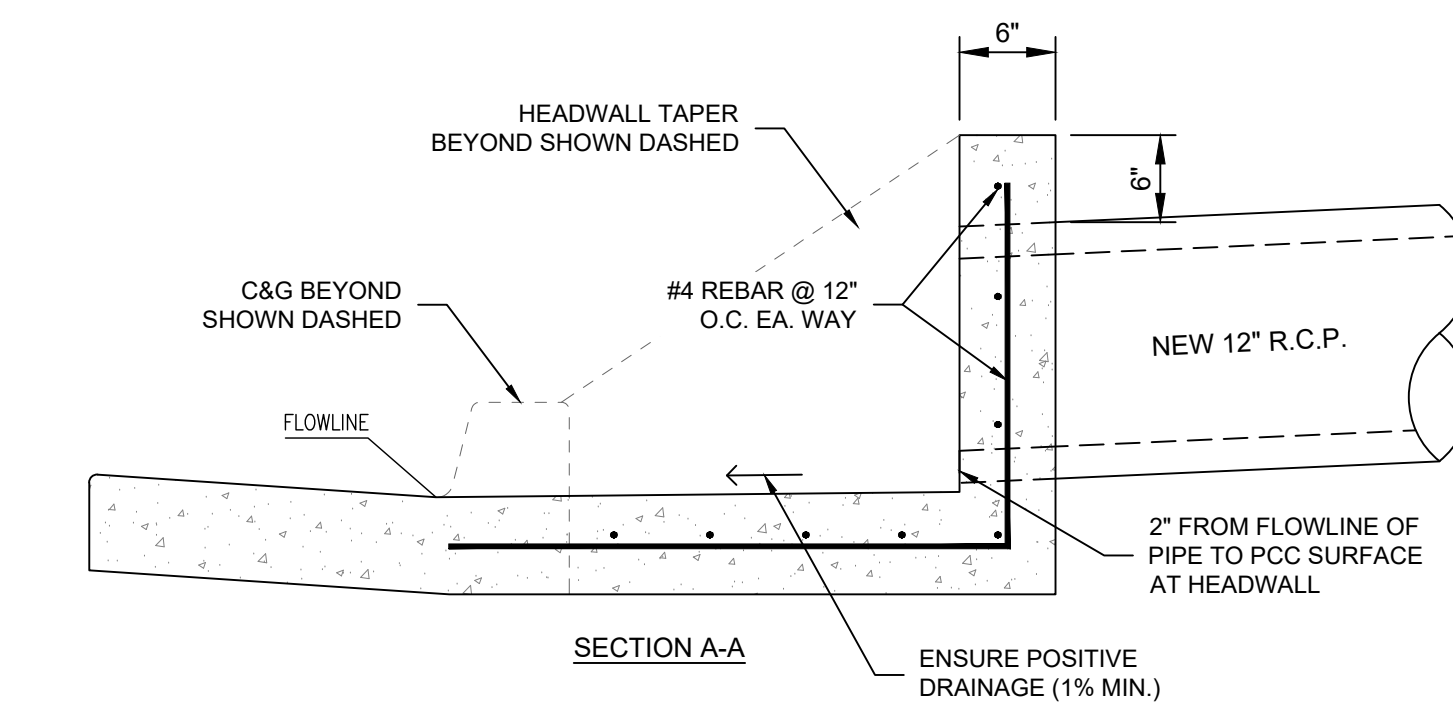
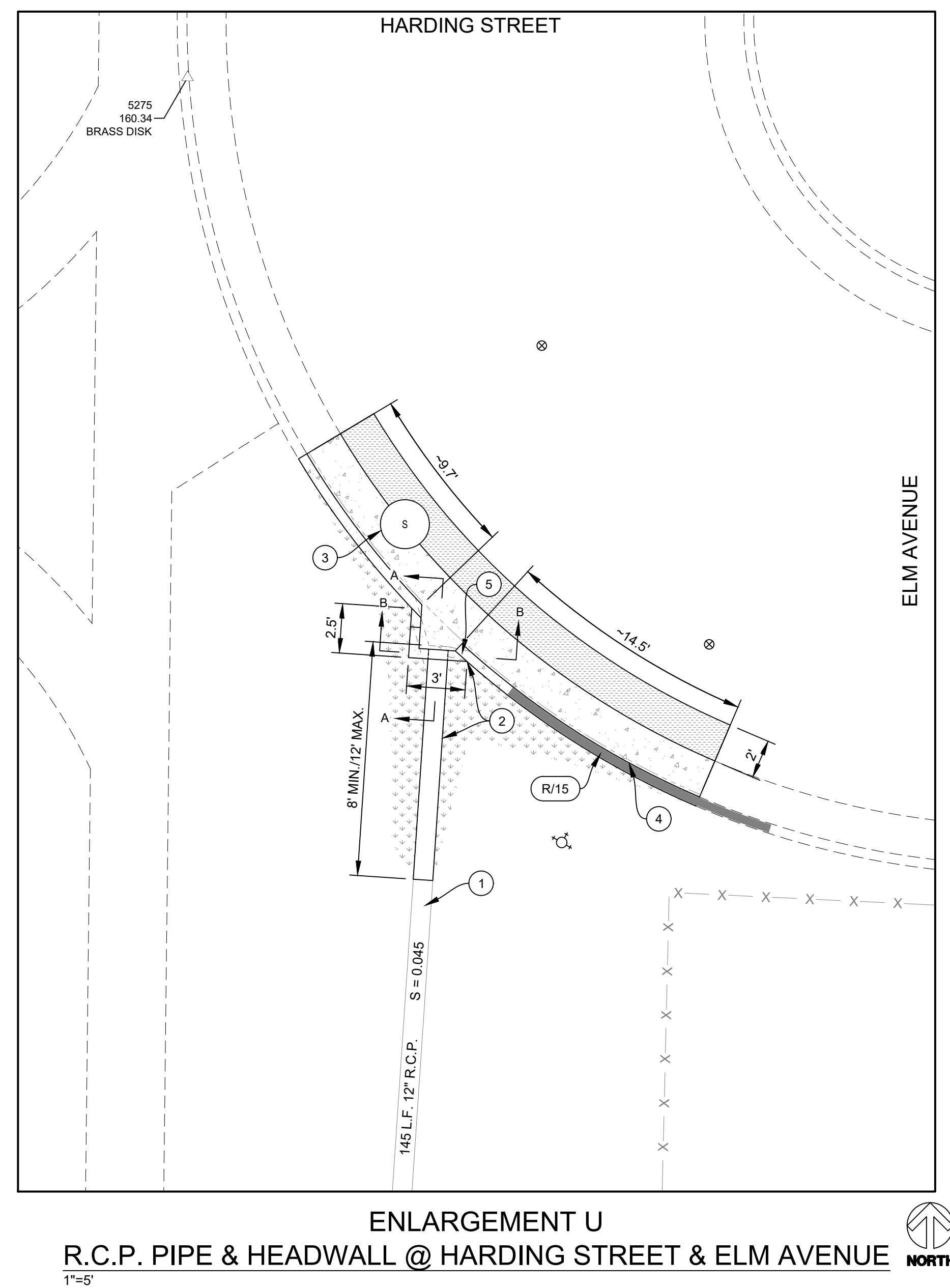
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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT T
YOSEMITE STREET @ VILLANOVA COURT



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

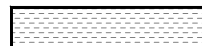
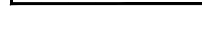
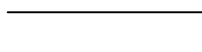
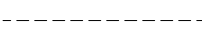
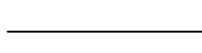
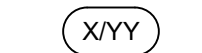
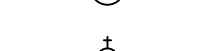


HEADWALL DETAIL:
N.T.S.

ENLARGEMENT U NOTES:

- ① PROTECT IN PLACE EXISTING 12" R.C.P.
- ② REMOVE EXISTING SECTION OF 12" R.C.P. (8' MIN. TO 12' MAX.) & REPLACE WITH NEW 12" R.C.P. & PCC HEADWALL AS SHOWN IN DETAIL ON THIS SHEET.
- ③ PROTECT IN PLACE EXISTING SANITARY SEWER MANHOLE.
- ④ REMOVE & REPLACE CURB & GUTTER ADJACENT TO NEW PIPE & HEADWALL. NEW CURB & GUTTER TO MATCH EXISTING TOP OF CURB & FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
- ⑤ TAPER CURB TO FLUSH OVER 12".

LEGEND

- | | |
|---|---|
|  | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
|  | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
|  | BACKFILL W/ NATIVE SOIL & REGRADE |
|  | FENCE & GATE |
|  | ASPHALT CONCRETE |
|  | PORTLAND CONCRETE CEMENT EX. |
|  | PORTLAND CONCRETE CEMENT |
|  | FLOWLINE |
|  | CURB PAINT |
|  | CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW)
/ CURB PAINT LENGTH "YYY" (LF) |
|  | WATER VALVE |
|  | MANHOLE COVER
(D=STORM DRAIN, S=SEWER, T=AT&T) |
|  | FIRE HYDRANT (EX.) |
|  | SURVEY MARKER |
| N.T.S. | NOT TO SCALE |

Pavement Engineering Inc.



You can ride on our reputation

Corporate Office:
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
805.781.2265

CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT U

R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE



DRAWN BY

BM

PROJECT NUMBER: 020407

SCALE:

AS SHOWN

VERIFY SCALE



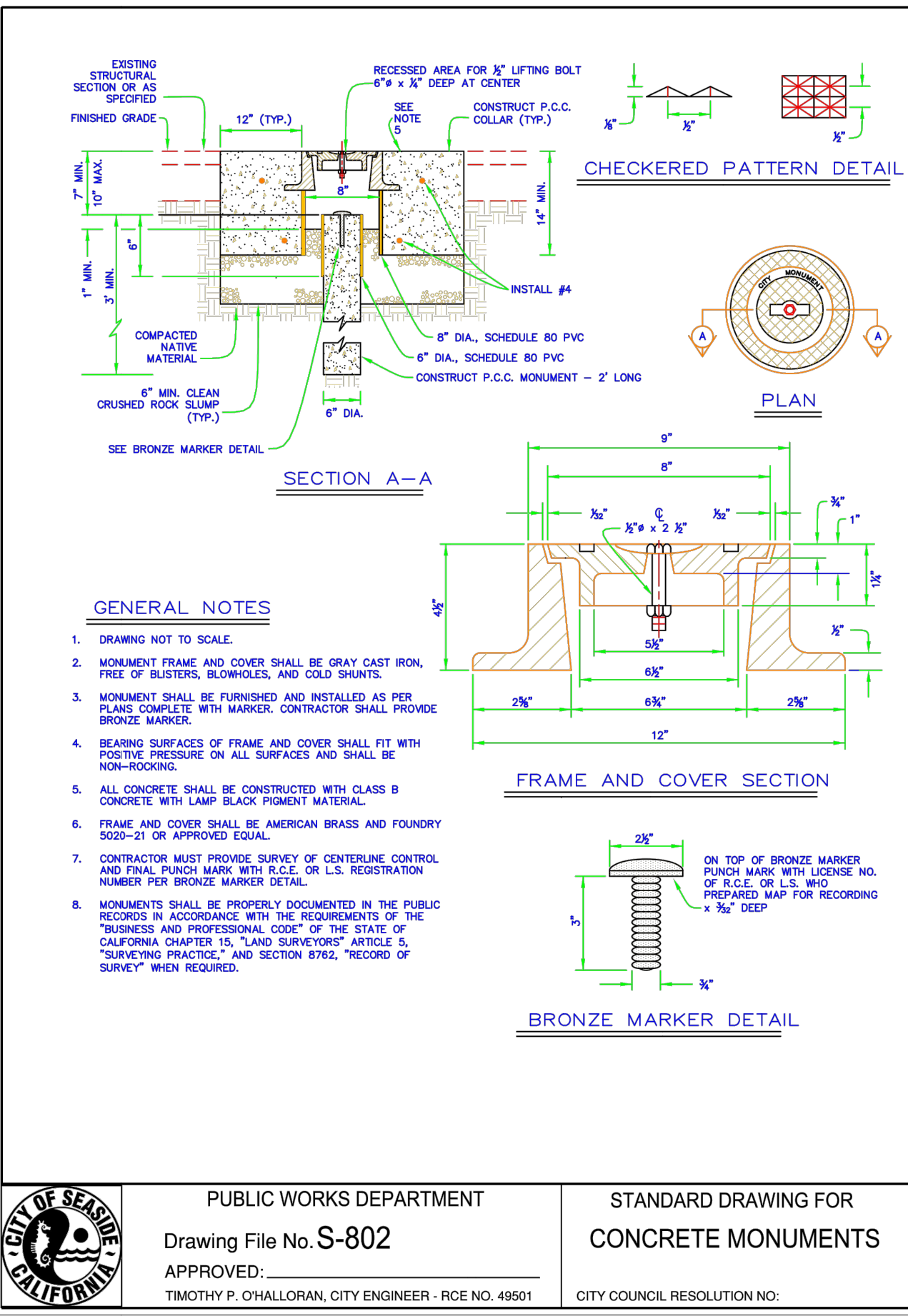
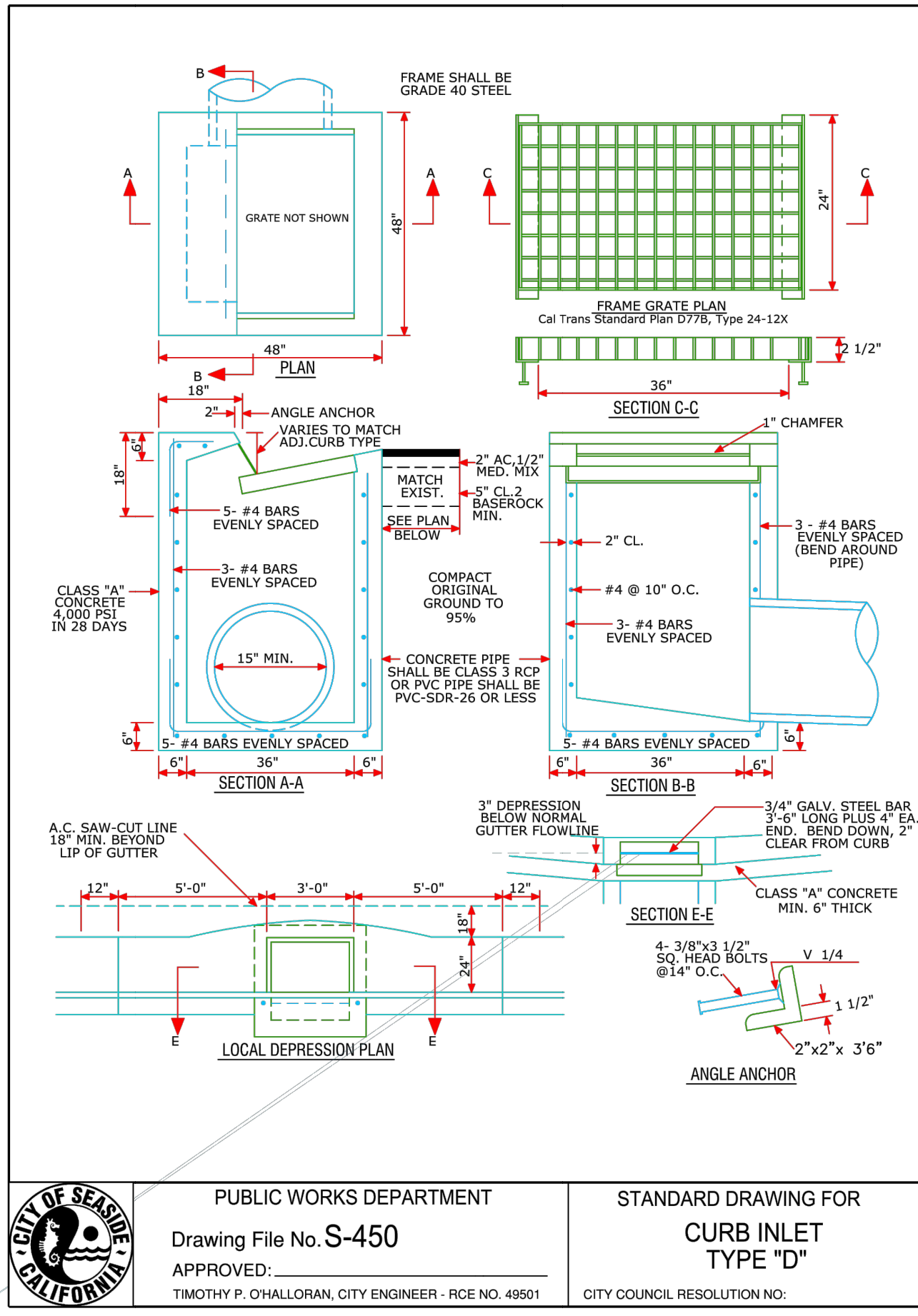
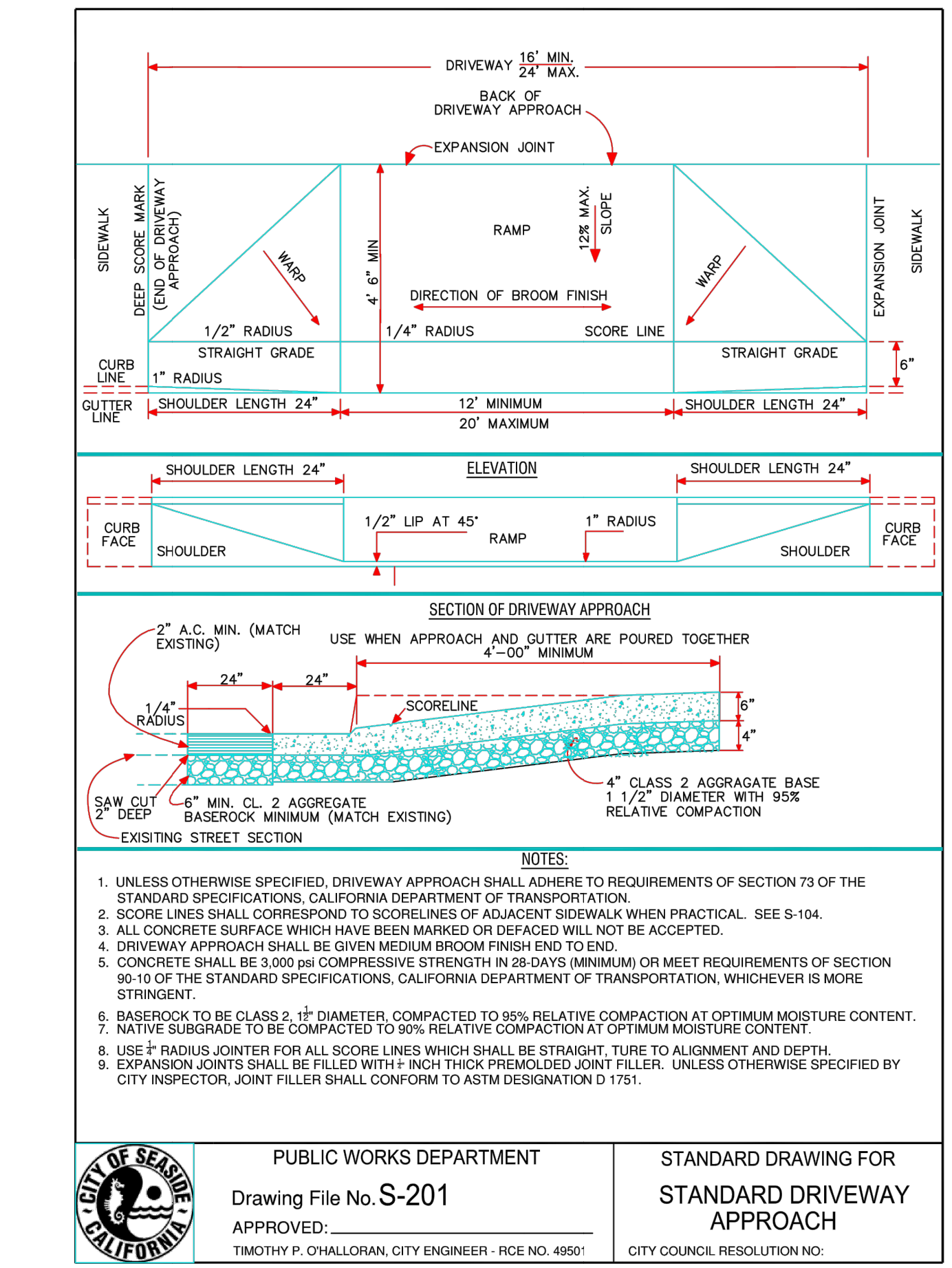
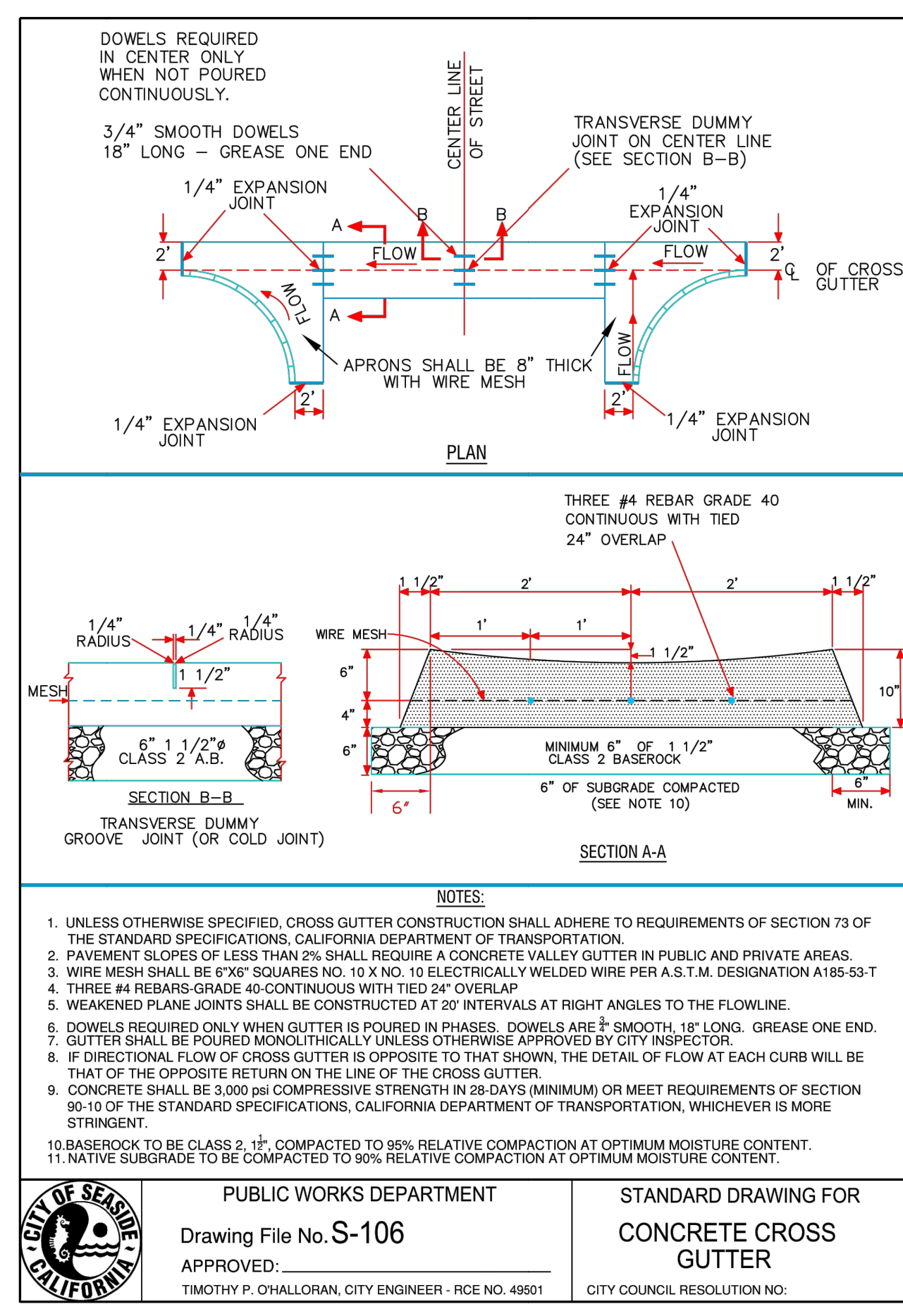
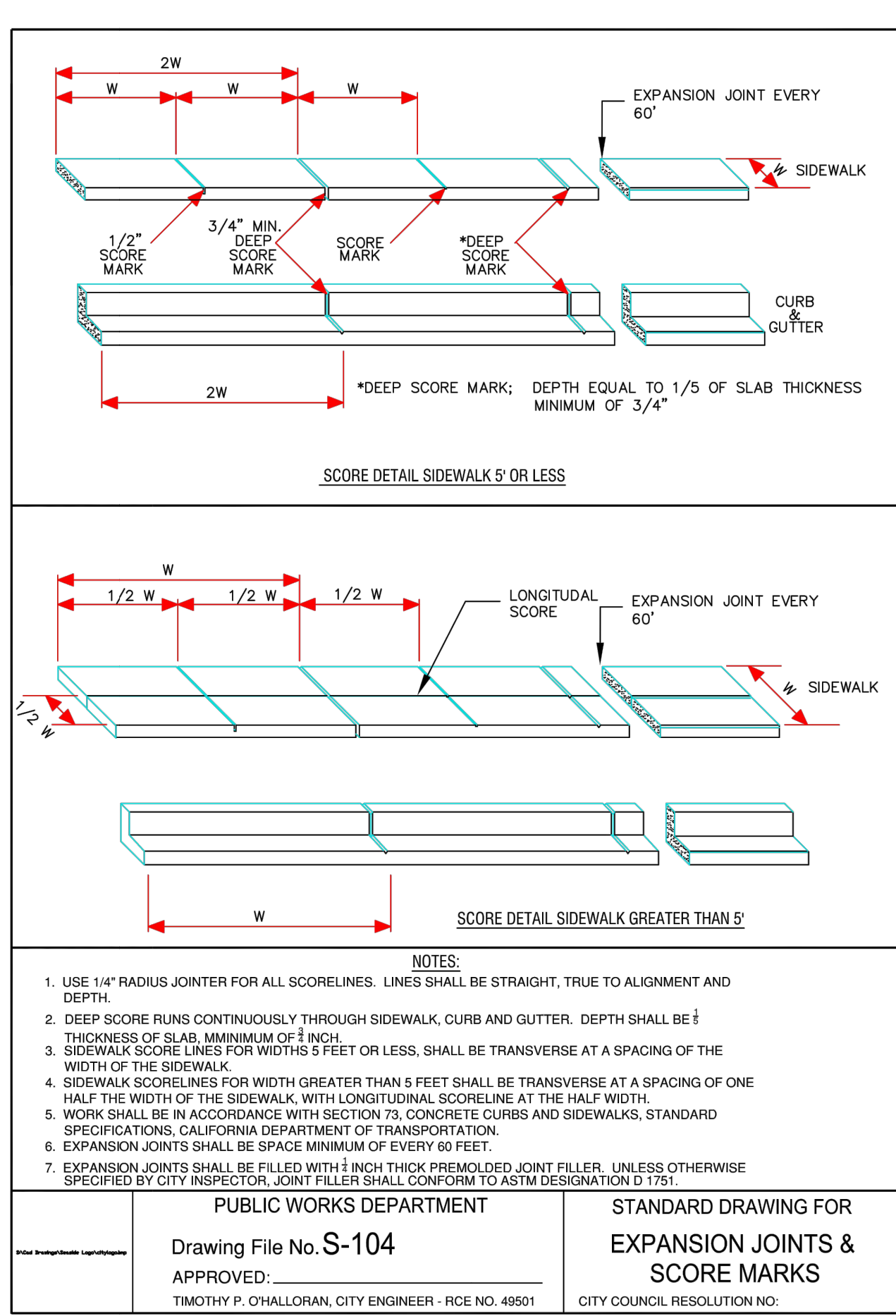
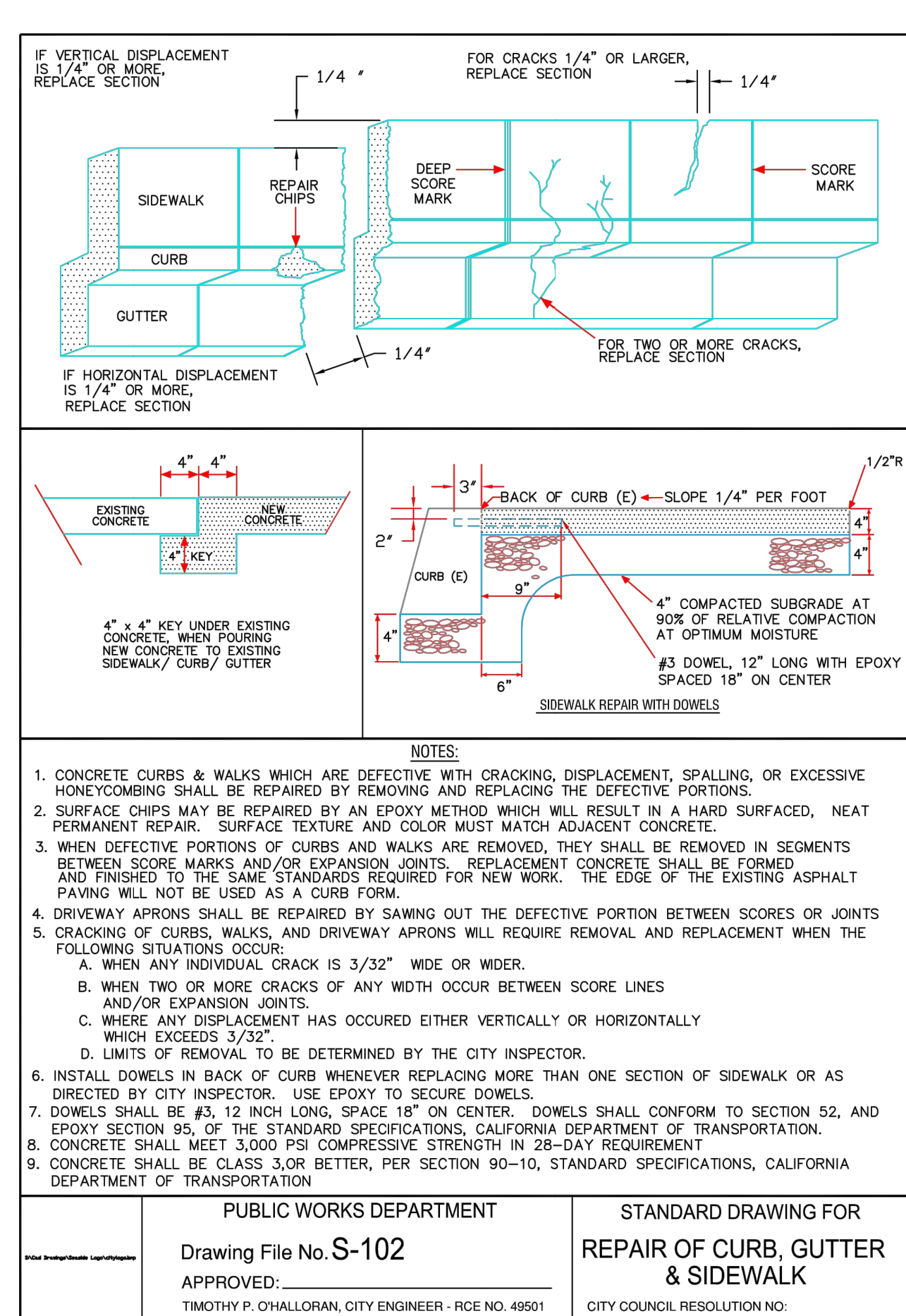
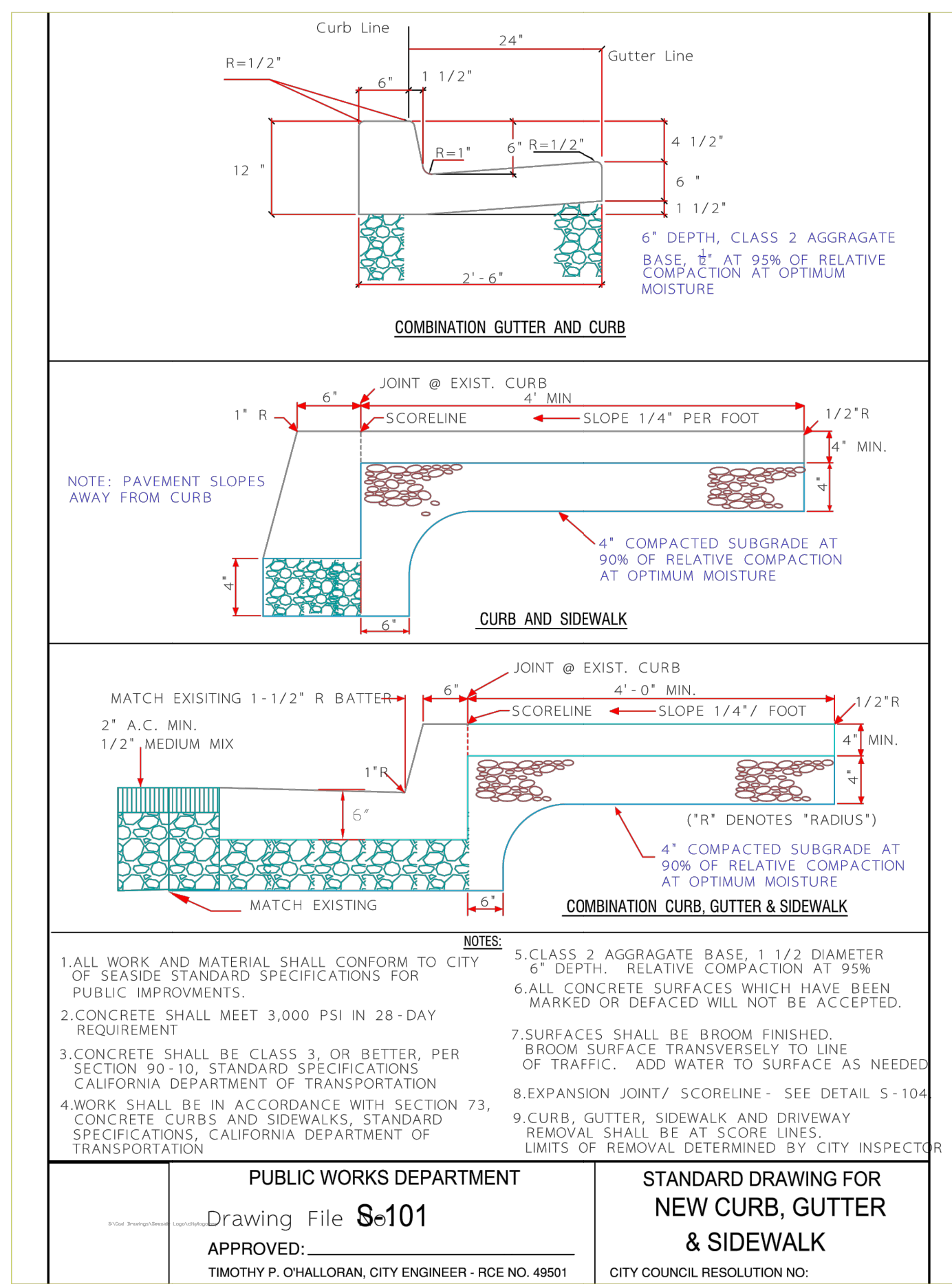
BAR REPRESENT

1" ON ORIGINAL

DATE: **APRIL 2024**

34 of 36

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

DETAILS



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	N/A
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

2023 PAVEMENT REHABILITATION PROJECT

City Project No. 212-24-89



Approved by: Nisha Patel, P.E.
City Engineer

Reviewed by: Leslie Llantero
Assistant Engineer

CITY OF SEASIDE
Department of Public Works
April 25, 2024

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PROJECT NO.: 212-24-89

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:
CIVIL



Date 4-17-2024

Joseph L. Ririe

Registered Civil Engineer, C52735, Exp. 12-31-24

Pavement Engineering Inc.

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CITY OF SEASIDE

Notice Inviting Bids

2023 PAVEMENT REHABILITATION PROJECT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City Clerk, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:30 pm on May 23, 2024, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled 2023 PAVEMENT REHABILITATION PROJECT and in the specifications, including but not limited to:

The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to paving, reconstructing concrete curb, gutter & sidewalk, curb ramps, valley gutter, curb extensions, storm drain improvements, sanitary sewer improvements, and signing and striping, as shown or indicated in the Drawings and Specifications. The project is located at various streets within City of Seaside, Monterey County.

A non-mandatory pre-bid conference shall be held on Thursday, May 9, 2024 at 2:00 pm, in the Main Conference Room, 440 Harcourt Avenue, Seaside, CA 93955. Bidder is responsible to check the City's website where the project is advertised to be aware of any updates to the status of the meeting.

Copies of the Bid Documents will be available for free on the City's website at <https://www.ci.seaside.ca.us/Bids.aspx>

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book (Book 2 Contract Documents). No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors license or a combination of Class C-8 7 C-12 Licenses at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <https://www.dir.ca.gov/public-works/prevailing-wage.html>

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website (<https://www.ci.seaside.ca.us/Bids.aspx>) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department

_____/s/_____
Nisha Patel, PE
Public Works Director/City Engineer

Date

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CITY OF SEASIDE

Special Provisions Volume I

2023 PAVEMENT REHABILITATION PROJECT

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2018 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Project Plans
- 1.3. Special Provisions
- 1.4. Supplemental project information
- 1.5. Revised Standard Specifications
- 1.6. Standard Specifications
- 1.7. Revised Standard plans
- 1.8. Standard Plans

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2018 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in the Special Provisions Volume I are included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Contract Documents" for 2023 Pavement Rehabilitation Project.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 **WITHDRAWAL OF PROPOSAL.** Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 **PUBLIC OPENING OF PROPOSALS.** Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 **DISQUALIFICATION OF BIDDERS.** The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 **COMPETENCY OF BIDDERS.** No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 **PERMITS AND LICENSES.** Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License, or a combination of Class C-8 & C-12 Contractors License
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address within 5 business days after bid opening: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work including bid alternate packages. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The City reserves the right to award only the base bid package and/or in any combination with bid alternate packages.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
 - Products and completed operations
 - Pollution liability
 - Contractual liability
2. Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.
 3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 4. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
 5. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The Contractor shall begin work within 10 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 105 WORKING DAYS.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of \$3,300 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

Weekly meetings will be scheduled by the City at the discretion of the City during the pre-construction phase and during the construction phase.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule identifying the critical path method (CPM) shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt

of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the 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 the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

When an item of work is designated as Final Pay (F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor concrete. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay item will be revised in the amount represented by the

eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based computation does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 **CLEANUP.** Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefor.

4.11 **HOURS OF WORK.** The hours of construction shall be begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

4.12 **PUBLIC NOTIFICATION.** Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least on month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications.

5.02 PREVAILING WAGE. The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

When constructing curb ramps at an intersection, the Contractor must provide safe passage to all pedestrians around the area of work at all times. The Contractor must use the latest California MUTCD standards when determining the number of curb ramps that can be constructed at once at the intersection.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the latest California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, because such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a

written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 **SUBCONTRACTING.** Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.** The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration " of the Standard Specifications. Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall call 811 and pothole as first order of business in order to determine the exact locations of the underground installations prior to any digging.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and
- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the latest *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

The City does not share cost. Contractor bears the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers.

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

Contractor must provide entry and exit routes for residences located on one way streets during construction phase.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT

Bid Item 1 – Mobilization, Bonds & Insurance

Measurement and Payment for “Mobilization, Bonds, and Insurance” will be made in a lump sum and will include all costs associated with insurance, bonds, required permits and fees, shop drawings, mobilization, demobilization, obtaining a staging area, submittals, roadway preparation, project site maintenance, sanitary facilities, protection and restoration of existing improvements; notification of residents, businesses, and agencies; preparation of the Project schedule, the Project phasing, supervision, coordination of concurrent work with other Contractors, meetings, and “As-Built” Plans required to perform the work indicated in the Plans and Specifications.

Price for mobilization will not exceed five percent (5%) of the total bid items, exclusive of the cost for Mobilization.

Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Mobilization will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to seventy-five percent (75%) of the total amount bid for Mobilization.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to ninety percent (90%) of the total amount bid for Mobilization.

Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Mobilization will be included in the estimate for payment.

Bid Item 2 – Traffic Control

Measurement and Payment for “Traffic Control” will be made in a lump sum and will include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all work involved in maintaining and controlling traffic, complete in place, including changeable message signs, as specified in the Standard Specifications and these Special Provisions.

Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Maintaining and Controlling Traffic will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Maintaining and Controlling Traffic paid to seventy-five percent (75%) of the total amount bid for Maintaining and Controlling Traffic.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Maintaining and Controlling Traffic paid to ninety percent (90%) of the total amount bid for Maintaining and Controlling Traffic.
- d. Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Maintaining and Controlling Traffic will be included in the estimate for payment.

Bid Item 3 – Water Pollution Control Program

Measurement and Payment for “Water Pollution Control Program” will be made in a lump sum and will include but not be limited to all costs associated with installation, maintaining, removal of BMPs, and record keeping and reporting as required by the latest regulations. Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Implement BMP Plan and Maintain BMPs will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Implement BMP Plan and Maintain BMPs paid to seventy-five percent (75%) of the total amount bid for Implement BMP Plan and Maintain BMPs.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Implement BMP Plan and Maintain BMPs paid to ninety percent (90%) of the total amount bid for Implement BMP Plan and Maintain BMPs.

- d. Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Implement BMP Plan and Maintain BMPs will be included in the estimate for payment.
- e. Owner Project Manager will retain an amount equal to 25% of the estimated value of the contract work performed during estimate periods in that Contractor fails to conform to the provisions in this section, "Water Pollution Control," as determined by Owner Environmental Specialist. Owner Environmental Specialist will inspect the work areas weekly or as required, and the deficient item list will be issued if correction(s) is/are needed. Corrections shall be made within three (3) working days. Once the deficient item is corrected and approved by Owner Environmental Specialist, the withheld money will be released to Contractor.

Bid Item 4 thru 5 – 1/2" HMA (Type A) PG 64-10, 3/8" HMA (Type A) PG 64-10

"1/2" HMA (Type A) PG 64-10" and "3/8" HMA (Type A) PG 64-10" are measured and paid per TON and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing HMA, complete in place, as shown on the Plans, as specified in these Specifications, the Special Provisions, and as directed by Engineer.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.

HMA Overlay Treatments vary in depths from 1.75 inches to 2 inches for all street segments proposed in the project plans. Refer to the construction details in the project plans for exact location and depths of proposed HMA Overlays.

Section 9-1.06B, "Increases of More Than 25 Percent," and Section 9-1.06C, "Decreases of More Than 25 Percent," of the State Standards will not apply to the bid items related to hot mix asphalt (HMA).

Bid Item 6 – Remove & Replace 4" HMA

"Remove & Replace 4" HMA" is measured and paid per SQUARE FOOT and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Remove and Replace, complete in place, including, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer, and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation. All locations shall be performed AFTER wedge grind and or conform grind is performed.

You will receive no additional payment for base failure repair beyond the area marked out by the Engineer due to availability or limitations of your equipment.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 7 and 8 – Remove, Regrade, and Place 6" HMA; HMA Conform

"Remove, Regrade & Place 6" HMA" and "HMA Conform" are measured and paid per SQUARE FOOT and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Remove, Regrade and Place, complete in place, including, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, grading, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer, and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 9 – Remove Existing AC Hardscape Behind Berm

"Remove Existing AC Hardscape Behind Berm" is measured and paid per EACH and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removal and backfill, complete in place, including demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, grading, compacting subbase materials, backfilling of native soils, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer.

Bid Item 10 and 11 – Remove & Replace HMA Dike/Berm (Allowance), Remove & Replace HMA Transition at Driveway

“Remove & Replace HMA Dike/Berm (Allowance)” and “Remove & Replace HMA Transition at Driveway” are measured and paid per LINEAL FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Hot Mix Asphalt”, complete in place, including furnishing, placing and compacting Hot Mix Asphalt (HMA); Job Mix Formula (JMF) and Quality Control Plan (QCP) preparation; production and testing costs for HMA verification, and quality control testing; surface preparation; tack coat; layout; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 12 – 6” Deep Lift Stabilization (Allowance)

“6” Deep Lift Stabilization Allowance” is measured and paid per SQUARE FOOT shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6”) inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 13 thru 17 – Keycut A1 (5ft, 1-3/4”), Keycut A2 (6ft, 1-3/4”), Keycut B1 (15ft, 2-1/4”), Keycut B2 (25ft, 2-1/4”), Keycut B3 (15ft, 2-1/2”)

“Keycut A1 (5ft, 1-3/4”)”, “Keycut A2 (6ft, 1-3/4”)”, “Keycut B1 (15ft, 2-1/4”)”, “Keycut B2 (25ft, 2-1/4”)”, and “Keycut B3 (15ft, 2-1/2”)” are measured and paid per LINEAL FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Cold Planing”, complete in place, including layout; cold plane, removal, off-haul and disposal of asphalt, concrete, paving fabric, aggregate base and native materials; air pollution control; installation, maintenance, removal, and disposal of temporary transitions; removal of asphalt pavement above the top of gutter lips and to the required depths; and clean-up, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer

Bid Item 18 thru 22 – Remove & Replace PCC Sidewalk (4”), Construct PCC Ramping Surface (6”), Remove & Replace/Construct PCC Valley Gutter, Remove & Replace PCC Driveway, Install Detectable Warning Surface

“Remove & Replace PCC Sidewalk (4”)”, “Construct PCC Ramping Surface (6”)”, “Remove & Replace/Construct PCC Valley Gutter”, “Remove & Replace PCC Driveway”, and “Install Detectable Warning Surface” are measured and paid per SQUARE FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place, including walking project sites with Engineer to determine location and limits of concrete repairs; sawcutting, demolition, removal and disposal of sidewalk, driveway, valley gutter, asphalt concrete, aggregate base and native materials; excavation; construction staking; subgrade preparation; furnishing and placing aggregate base, concrete, topsoil and mulch; compaction; dowelling; rebar; wire mesh; score marks; weakened plane joints; expansion joints; reconstructing sidewalk underdrains; resetting utility frames and covers to finish grade; coordination with City and utility companies; furnishing and applying curing compound; installation of cast-in-place detectable warning surfaces; irrigation repairs; restoring existing improvements including sod, mulch, and bricks; protecting in place roadside signs, monuments and utility frames and covers; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 23 thru 26 – Remove & Replace PCC Curb, Remove & Replace PCC Curb & Gutter, Remove & Replace/Construct PCC Retaining Curb, Remove & Replace PCC Transition at Driveway

“Remove & Replace PCC Curb”, “Remove & Replace PCC Curb & Gutter”, “Remove & Replace/Construct PCC Retaining Curb”, and “Remove & Replace PCC Transition at Driveway” are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place including walking project sites with Engineer to determine location and limits of concrete repairs; sawcutting, demolition, removal and disposal of curb & gutter, asphalt concrete, aggregate base and native materials; excavation; construction staking; subgrade preparation; aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; constructing sidewalk underdrains; furnishing and applying curing compound; irrigation repairs; restoring existing improvements including sod, mulch, and bricks; protecting in place roadside signs, monuments and utility frames and covers; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 27 – Convert Curb Inlet into Grate Inlet

“Convert Curb Inlet into Grate Inlet” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place, including salvaging existing frame and grate; sawcutting; demolition; doweling; rebar, reinforcing, and grout; concrete; furnishing new frame, grate, and bar step; constructing new concrete aprons; steel plate; angle iron; anchor bars; welding; gutter warping; backfill; compaction; installation of standard storm drain markings; and clean-up, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 28 – Remove & Replace 12” RCP

“Remove & Replace 12” RCP” is measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in storm drain facilities, complete in place, protection of existing utilities, sawcutting, demolition, excavation, off haul, disposal, shoring, storm drain pipe, backfill material, compaction, and surface restoration, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 29 – Construct PCC Headwall

“Construct PCC Headwall” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place including sawcutting, demolition, removal and disposal of existing concrete around drain pipe, asphalt concrete, aggregate base and native materials; excavation; subgrade preparation; aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; furnishing and applying curing compound; irrigation repairs; restoring existing improvements including mulch, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 30 – Prune & Remove Tree Roots (Under HMA/PCC Repairs)

“Prune & Remove Tree Roots (Under HMA/PCC Repairs)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved as shown on Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by Engineer, including but not limited to locating, severing, and removing roots; supplying, installing, and compacting backfill; and all the miscellaneous work necessary to complete the work for each location of concrete or pavement removal. Prune and Remove Tree Roots and Tree Removal will be measured and paid for by the unit price at each location regardless of the number of roots pruned and removed and the number of trees removed at each location.

Bid Item 31 – Remove Tree & Root Ball

“Remove Tree & Root Ball” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Root Protection, Root Pruning, and Tree Removal”, complete in place, including coordination with City and Arborist; stump gridding and removal; root ball removal and backfilling resulting voids; and clean up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 32 – Survey Monument Research

“Survey Monument Research” is measured and paid per LUMP SUM and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including all necessary research, preparing and submitting for review the list of all existing survey monuments within the limits of work, and performing the field visit and ascertaining the type of monument, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 33 – Survey Monument Preservation

“Survey Monument Preservation” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Preserving Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre-construction corner records, paying for all costs associated with filing and recording corner records with the County, and performing post construction field review to determine if monuments have been disturbed, as shown on the plans, as specified in the Standard Specifications and in these special provisions,

and as directed by the Engineer.

Bid Item 34 – Reset Brass Pin Survey Marker

“Reset Brass Pin Survey Marker” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre and post-construction corner records, paying for all costs associated with filing and recording corner records with the County, and replacement of survey marker, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 35 – Reset City Vertical Benchmark

“Reset City Vertical Benchmark” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including replacement of vertical benchmark, recording and providing City with tabulated list of revised field conditions of benchmarks, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 36 – Locate Buried Monument (Allowance)

“Locate Buried Monument (Allowance)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in locating and uncovering buried monumentation. Preparing and submitting for review the list of all existing survey monuments within the limits of work, performing the field visit and ascertaining the type of monument, and filing pre-construction corner records only shall be paid for under the bid item for “Survey Monument Research”, “Survey Monument Perpetuation”, and “Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)”.

The estimated quantities shown in the bid schedule for “Locate Buried Monument (Allowance)” serve as a placeholder and can be revoked if there are no buried monuments identified within the project limits.

Bid Item 37 – Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)

“Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre and post-construction corner records, paying for all costs associated with filing and recording corner records with the County, and replacement of survey marker, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The estimated quantities shown in the bid schedule for “Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)” serve as a placeholder and can be revoked if there are no buried monuments identified within the project limits.

Bid Item 38 Repair Existing Sanitary Sewer Line Break

“Repair Existing Sanitary Sewer Line Break” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Repair Sanitary Sewer Pipe”, including but not limited to potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new or existing manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including asphalt paving, concrete paving, driveway, striping, landscaping and all incidentals, as specified in the Standard Specifications and in these special provisions, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 39 thru 50 – Lower Gas Valve Cover, Lower Sanitary Sewer Manhole Cover to Finish Grade, Lower Sewer Cleanout Cover, Lower Storm Drain Manhole Cover, Lower Survey Monument Cover, Lower Water Valve Cover, Adjust Gas Valve Cover To Finish Grade, Adjust Sanitary Sewer Manhole Cover to Finish Grade, Adjust Sewer Cleanout Cover to Finish Grade, Adjust Storm Drain Manhole Cover to Finish Grade, Adjust Survey Monument Cover to Finish Grade, Adjust Water Valve Cover to Finish Grade

"Lower Gas Valve Cover", "Lower Sanitary Sewer Manhole Cover to Finish Grade", "Lower Sewer Cleanout Cover", "Lower Storm Drain Manhole Cover", "Lower Survey Monument Cover", "Lower Water Valve Cover", "Adjust Gas Valve Cover To Finish Grade", "Adjust Sanitary Sewer Manhole Cover to Finish Grade", "Adjust Sewer Cleanout Cover to Finish Grade", "Adjust Storm Drain Manhole Cover to Finish Grade", "Adjust Survey Monument Cover to Finish Grade", and "Adjust Water Valve Cover to Finish Grade" are measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Lowering and Adjusting Existing Utility Facilities to Grade", complete in place, including coordination with facility owners; salvaging and installing salvaged frames and covers; placing, maintaining, and removing HMA in lowered utility depressions; protection of survey monument disks; furnishing and installing concrete, mortar, felt paper, metal cone or chipboard, and HMA; installation and removal of temporary manhole false bottoms; and clean up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Cost of raising valves in slip cans with no existing concrete collar will be included in the cost of the paving operation and no additional compensation will be allowed, therefor. Such payment will be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 51 – Install Blue RPM at Fire Hydrant

"Install Blue RPM at Fire Hydrant" is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings and Raised Pavement Markers", complete in place, including removal of raised pavement markers from pavement and concrete facilities; legal disposal of markers; temporary painted traffic striping and tab markers; referencing and tying-off existing striping; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed striping elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 52 thru 55 – 12" White Crosswalk/Limit Line (Thermo), 12" Yellow Crosswalk/Limit Line (Thermo), Striping Detail #2 (Thermo), Striping Detail #22 (Thermo & Markers)

"12" White Crosswalk/Limit Line (Thermo)", "12" Yellow Crosswalk/Limit Line (Thermo)", "Striping Detail #2 (Thermo)", and "Striping Detail #22 (Thermo & Markers)" are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of thermoplastic and raised pavement markers from pavement and concrete facilities; legal disposal of thermoplastic and markers; temporary painted traffic striping and tab markers; referencing and tying-off existing striping; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed striping elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Measurement of White/Yellow Continental Crosswalks will be based on the length of individual 12" White/Yellow Crosswalk Lines.

Bid Item 56 thru 57 – Pavement Marking "AHEAD", Pavement Marking "STOP"

"Pavement Marking "AHEAD"", and "Pavement Marking "STOP"" are measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of thermoplastic markings from pavement and concrete facilities; legal disposal of thermoplastic; temporary painted markings; referencing and tying-off existing markings; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed marking elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 58 thru 60 – Blue Curb Paint, Red Curb Paint, Yellow Curb Paint

"Blue Curb Paint", "Red Curb Paint", and "Yellow Curb Paint" are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of curb paint, double application of curb paint; coordination with the City's Engineer; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Curb Paint will be measured along the top of curb.

Bid Item 61 – House Stencil

“House Stencil” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in “Traffic Striping, Markings, and Raised Pavement Markers”, complete in place, including removal of curb paint and stencil, double application of curb paint for stencil; coordination with the City's Engineer; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 62 – Relocate Road Sign and Post

“Relocate Road Sign and Post” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in signage, including post, foundation, panel, hardware, and related incidental work, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS

10.01 SCOPE OF WORK

Scope of Work to be performed consists of Contractor furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the Project, complete in place in accordance with the Plans, Specifications, and Contract Documents, and subject to the terms and conditions of the Agreement.

Technical Provisions for this contract shall be in conformance with the State of California Department of Transportation (2018 Edition) Standard Specifications (Caltrans), City of Seaside (herein referred to as Owner) Standard Drawings, these Special Provisions, and the Plans and Typical Sections., except as amended and or superseded by the following sections.

Work to be performed includes but is not limited to, furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the reconstruction or repair of Owner's streets at various locations throughout the Project limits. See the Plans and Details for a more detailed description of the location of the various sites. Work includes:

Furnishing all labor, materials, tools, and equipment necessary for placement of Hot Mix Asphalt (HMA) pavement materials such as pavement overlay and mill and fill; treating, removal, and disposal of the roadway section; replacement and compaction of subsurface material; setup and maintenance of traffic control systems; preservation and perpetuation of survey monumentation; construction of Portland Cement Concrete (PCC) curb ramps, curbs & gutters, placement of crushed aggregate base and HMA pavement; pruning and removal of tree roots; lowering and adjustment of utilities; trenching, sewer main line repairs, replacement of traffic striping and markings, curb paint and address stencils; and clean-up of the project area; and other related work as necessary to provide a complete project; all in accordance with the Standard Specifications, General Provisions, Plans, and these Special Provisions.

Contractor shall provide safe and adequate pedestrian access at all times. Vehicular movement at and around all work sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary) shall be furnished and utilized by Contractor to ensure safety and public access to businesses and residences at all times.

10.02 EMERGENCY INFORMATION

Names, addresses, and telephone numbers of Contractor and Subcontractor shall be filed with Owner and the Seaside Police and Fire Departments on the day of the Pre-Construction Meeting.

10.03 UTILITY COMPANY INFORMATION

Contractor shall lower and adjust facilities except for facilities owned by Southern California Edison. Contractor shall check for known and unknown utilities in advance with

each utility company. Contractor shall be responsible for coordinating the timing for the lowering and adjusting facilities with the utility companies.

Contractor shall contact Jorge Soto at (831) 710-3885 for coordination with Comcast. For utilities of California American Water Company (Cal Am) exclusive of Yosemite Street and Lincoln Street, please contact David Pezzini at (831) 521-6367 a minimum of five (5) prior to the start of any work involving Cal Am's facilities for coordination.

For utilities of Pacific Gas & Electric Company (PG&E), please contact Jose Saldana at (831) 682-7670 at least two (2) weeks prior to the commencement of work to schedule a Field Representative. No work is authorized without the Field Representative present.

10.03-1 UNDERGROUND SERVICE ALERT (USA)

Contractor shall notify Underground Service Alert (USA) three (3) business days in advance of any excavation by dialing (800) 227-2600 or 811 or online at <https://call811.com/>. All existing facilities in conflict with the proposed improvements shall be relocated by Contractor, or as directed by Owner Representative (herein referred to as Engineer).

All existing facilities in conflict with the proposed improvements shall be relocated by Contractor or as directed by Engineer.

It is not the intent of the Plans to show the exact locations of existing underground utilities or structures, and Owner assumes no responsibility, therefor. Whenever any such utilities are indicated thereon, Contractor shall be responsible for verifying their actual location and depth in the field by potholing if necessary. Contractor shall be responsible for any damage to utilities shown on the Plans, located by Underground Service Alert, or as specified herein, as a result of their operations.

Contractor shall not be entitled to any right-of-way delays associated with the relocation or repair of utilities and other facilities. It shall be the responsibility of Contractor to cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

10.04 ORDER OF THE WORK

Contractor is responsible for coordinating with Owner Project Manager, Leslie Llantero, at (831) 899-6832.

Contractor shall commence work per Construction Schedule and Commencement of Work. Contractor shall begin work promptly, as stated in the General Provisions, and shall not suspend work or abandon the work site until the work is complete.

All tree root removals on a particular street must be constructed and accepted by Owner prior to the construction of the roadwork.

Contractor shall coordinate with adjacent property owners/tenants in order to schedule demolition/construction activities in order to minimize impacts to residents and/or business operation.

Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.

Various items of concrete construction shall be installed or replaced shortly after demolition and removal has begun. In no case shall removal take place unless Contractor can complete installation and replacement within the following time period:

Sidewalk and access ramps shall be replaced no later than the third (3rd) working day after demolition or removal,

Backfill and paving conform work shall be installed immediately upon completion of concrete placement.

Sidewalks on both sides of a street shall not be closed or removed simultaneously.

Contractor shall schedule the cold planing work such that the pavement leveling course or base course can be completed immediately after milling (keycuts) and base failures (digouts) are complete.

Milled pavement surfaces shall be paved back with the asphalt surface course within five (5) days after milling and base repairs have been completed. At no time shall a milled pavement surface be opened to traffic.

Contractor shall coordinate with Owner's trash pickup provider(s) for the trash pickup schedule.

Failure to complete such work within the time period and/or conditions stated shall be a reasonable basis for Engineer to stop all other items of construction until such work is completed.

10.05 REQUIREMENTS OF WORK

All work shall be coordinated with the Traffic Control and Maintenance Plan, Project Schedule, Contract Period, Submittals, and all other requirements of these Contract Documents.

All movements at intersections must be maintained. Contractor shall maintain a minimum of one lane, not less than twelve (12) feet wide, in each direction of travel at all times. No lanes shall be closed **prior to 8:00 a.m., and all lanes must be opened by 4:30 p.m.**

A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the Project, regardless of owner. Use of excessively loud warning signals shall be avoided except in those cases required for protection of personnel. Use of generators or other mechanical devices is not permitted between the **hours of 4:30 p.m. and 8:30 a.m.** unless approved by Engineer.

Contractor shall coordinate, perform, and construct roadway work such that the restoration work on a street is completed prior to a weekend and/or Owner designated legal holiday so the street and pedestrian access are fully restored and available for public use.

Once started, Contractor shall continuously work on the Project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to and approved by Owner at least seventy-two (72) hours in advance. Such notification of work suspension shall include the exact date when work shall be suspended and the date when work shall resume.

Failure to notify and obtain the approval of Owner of work suspension will subject Contractor to a \$400 per working day inspection charge for each day work is suspended without the required notification and approval.

No work suspension due to material and/or equipment issues will be allowed.

Non-Working Foreman or General Contractor (herein referred to as Contractor Representative) with qualifications for the scope of work shall be on site or available for any decision-making during the duration of construction. Contractor shall not assign unqualified field personnel to be Contractor Representative. Contractor Representative shall be on site, at all times and in coordination with Subcontractors. Contractor Representative and all working foremen and non-working foremen shall be required to attend the mandatory Pre-Construction Meeting.

Owner may at any time request a more experienced or qualified representative, superintendent, foreman, and/or operator when work performance is not being met for a certain skill.

Contractor shall keep the work site clean, control dust and air pollution from construction operations, and provide sanitation for workers. Broken concrete and debris developed during demolition, clearing and grubbing shall be disposed of concurrently with its removal.

Weeds, trash, and debris shall be removed from the work site regularly and when directed by Engineer. All stickers, paint, and other forms of graffiti within the work limits shall be removed. Contractor shall submit method of removal to Engineer for approval prior to abatement.

10.06 MOBILIZATION, BONDS, AND INSURANCE

10.06-1 GENERAL

10.06-1A Summary

Mobilization includes preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the work site, for work on the Project, and for all other work and operations that shall be performed, or costs incurred prior to beginning work on the various items on the work site.

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities accessible to the work site for the duration of the Project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by Owner.

It is the responsibility of Contractor to locate and secure staging area(s) for setup, construction laydown areas, or the like, and shall be an appropriate area for mixing and

storing materials and equipment. Staging area(s) shall meet all requirements described in Section 13-4, "Job Site Management," of the Standard Specifications, and shall not exceed one acre of disturbed-soil area combined. All equipment shall be removed from the temporary staging area within three (3) working days after completion of the work unless approved by Owner.

Staging area may not be located on Owner's property. Temporary utility controls shall be arranged solely by Contractor. It is Contractor's responsibility to inspect the work site to determine its suitability for operations to execute the Contract. Contractor is required to obtain and show proof of all permits required by the State and/or local agencies for the use of the staging area.

Owner is not responsible for providing Staging Area.

10.06-1B Special Instructions for Haul Routes

All Haul Routes for the work shall be submitted to Owner for approval.

Contractor shall be responsible for developing specific detailed Traffic Control and Maintenance Plans for these circumstances.

10.06-2 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.07 TRAFFIC CONTROL

10.07-1 GENERAL

10.07-1A Summary

All traffic control shall be provided by the Contractor.

Work to be performed under this section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to maintain and control all pedestrian and vehicular traffic through the work site. In addition, this work shall include all work as outlined in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Traffic control shall conform to the latest edition of "California Manual on Uniform Traffic Control Devices" issued by Caltrans, or State Standard Plan T13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways."

Contractor shall have at the work site a copy of the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition, and shall comply with its provisions.

The Contractor shall fulfill the requirements of this section, twenty-four (24) hours per day, seven (7) days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer.

Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.04, "Public Safety."

Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall bear full responsibility for maintaining traffic control during the construction period.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

Where work reduces street width, the Contractor shall provide flaggers to guide traffic. Flaggers and all personnel working near traffic shall wear CAL OSHA-approved safety clothing and equipment. Flaggers shall guide traffic with an appropriate stop/slow sign.

At no time shall any roadway that is to be repaired as part of this project be completely closed to traffic, pedestrian or vehicular, unless approved by Owner. If the closing or opening (either partial or full) of a street within the Project limits is approved by Engineer, Contractor shall notify Engineer assigned to the Project and local authorities at least three (3) working days prior to the scheduled closing or opening.

Conflicting existing pavement markings shall be removed by sandblasting. Conflicting raised pavement markers shall also be removed. Removal of conflicting markings and markers shall be performed at no additional cost to Owner.

Temporary traffic markings shall be spaced at a maximum of twenty-four (24) feet apart.

All traffic signs shall be reflectorized and shall conform to Owner's specifications. Installation shall conform to the Standard Plans and CA MUTCD.

10.07-1B Property Access

Property access shall be maintained to all residents and businesses at all times unless otherwise approved by the City. Upon approval by the City, access to certain properties may be temporarily closed if the resident and/or property owner agrees to the closure.

10.07-1C Lane Closures

At no time shall any roadway that is to be repaired as part of this project be completely closed to traffic, pedestrian or vehicular, unless approved by Owner. The Contractor shall maintain a minimum of one (1) lane of traffic open at all times in accordance with the hours of work specified in Section 10.05 REQUIREMENTS OF WORK. The minimum

width of a traffic lane shall be ten (10) feet. Flashing Arrow Boards shall be required for all lane closures. Lane closures are restricted to between the hours of 9:00 a.m. and 3:30 p.m.

10.07-1D Traffic Control and Maintenance Plan

Two (2) Weeks prior to the Pre-Construction Meeting, Contractor shall submit to Engineer for review a detailed Traffic Control and Maintenance Plan for the various affected work sites or streets. Traffic Control and Maintenance Plans shall be in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications. **No work may commence in any area until the Traffic Control and Maintenance Plan has been approved by Owner Traffic Engineer.**

Soft closures shall be avoided at all costs.

Road detours shall be the sole responsibility of Contractor for all work, including that of Subcontractors.

Crew assigned for traffic control shall only be on traffic control duty and cannot perform other types of work. Contractor shall provide a third-party company for traffic control support, at no additional cost, if Owner Project Manager deems the requirements of the approved Traffic Control Plan and/or Owner are not being met.

10.07-1E Construction Signing

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, temporary guide markers, and barricades. Construction signing shall meet the requirements set forth in the CA MUTCD, the latest edition, and these Special Provisions.

Flagmen shall be required to direct traffic during construction. In addition, after bituminous materials are applied, pilot cars may be required, as directed by Engineer, to control traffic to a speed below twenty (20) mph to ensure traffic safety.

10.07-1F Traffic Maintenance

Contractor shall be responsible for the safety of vehicular and pedestrian traffic in accordance with these Special Provisions. Vehicular traffic shall be maintained at all times to all businesses and residences.

Contractor shall provide a knowledgeable, full-time, on site individual (herein referred to as Truck Boss), whose sole task is controlling construction truck traffic during paving and grinding operations. Truck Boss shall ensure that trucks do not enter the work area until the proper time, as required by the paving and grinding crew. Furthermore, Truck Boss shall report the presence of any tracked material from the work area to Engineer for immediate cleanup by Contractor.

Contractor shall notify Engineer of their intention to begin work at least three (3) working days before starting any work at each street location and before each phase of work is to be done. Contractor shall cooperate with Engineer relative to handling traffic through the areas and shall make arrangements relative to keeping the working area clear of parked vehicles and clear access to driveways. **For towing vehicles parked within**

construction no parking zones, Contractor shall contact Owner Parking Enforcement Supervisor, Miguel Montes, at (831) 899-6743.

At intersections, if a cross street needs to be temporarily closed when work is in progress through the intersection, and the anticipated traffic delay is more than five (5) minutes, a detour shall be installed and shall include the installation of advance signing, displaying the anticipated delay time. Detour and signing will be reviewed and approved by Engineer prior to the work being done.

Contractor's equipment and personal vehicles of Contractor's employees shall not be parked on the traveled way nor on any street where traffic is restricted at any time. If construction equipment is parked in the parking lanes overnight, barricades and other suitable warning devices shall be required. Overnight storage of equipment on any Owner's streets must be approved by Owner prior to the end of the shift.

10.07-1G Day Work

Contractor shall coordinate working hours with Engineer. Working lane widths shall be approved by Owner. Striping and other low-noise activities may be allowed during night work. Working hours are subject to change depending on the impact on the general public and coordination with adjacent projects. Day work hours of paving operation shall be from 8:30 a.m. to 4:30 p.m. Contractor shall only grind and place temporary striping that can be completed and to traffic by 4:30 p.m. No exposed milled surfaces shall be open to traffic at any time. Flagmen shall be provided continuously at affected intersections as well as at the beginning and end of restricted traffic control areas. All flagmen and foremen shall be in radio contact with each other to coordinate work and provide a safe work zone.

10.07-1H Night Work

Night Work will not be allowed.

10.07-1I Special Instructions for School Zones

Contractor shall make every effort to complete work within school zones during breaks in the school schedule when classes are not in session. This includes any work within 1,000 feet of a school, roadways leading directly to a school, or streets having a school.

Contractor shall notify school districts and coordinate work so as to maximize safety and minimize inconvenience. This includes any work within one thousand (1,000) feet of a school, roadways leading directly to a school, or streets having a school. If possible, such work shall be scheduled after school is released for a summer session. Work in school zones shall be prohibited from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m. on weekdays when school is in session. Work is also prohibited in school zones during the first week of school.

Contractor shall coordinate with the following school districts at least forty-eight (48) hours prior to the scheduled closing or opening of streets.

Monterey Peninsula School District, (831) 392-3456

Child Development Center (831) 392-3456

10.07-1J Special Instructions for Bus Routes

Contractor shall notify the Monterey Salinas Transit at least one (1) week prior to the scheduled closing or opening of streets or impact to any bus stops.

10.07-1K PORTABLE DELINEATORS

Portable delineators shall be either cones or tubular markers, and shall comply with Subsection 12-3.04, "Portable Delineators," of the Standard Specifications.

Delineators to be used at night or in low-light conditions shall be reflectorized. Minimum height of either cones or tubular markers shall be thirty-seven (37) inches above the road surface.

All portable delineators shall comply with the current version of the Caltrans Traffic Manual.

Portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed fifty (50) feet on tangents or twenty-five (25) feet on curves.

10.07-1L RESTRICTIONS ON CLOSURE OF TRAFFIC LANES

All streets shall be open for use by public traffic on Saturday, Sunday, any day designated by Owner as a legal holiday, on the day preceding a designated legal holiday, after 3 p.m. on Fridays, and when construction operations are not actively in progress on working days. During daily construction operations, there may be certain a.m. and p.m. peak traffic hours that may require Contractor to alter and/or modify the construction schedule to complete the work so as to have the least impact on public convenience, if determined by Engineer.

Contractor Representative shall ensure that the public does not drive into road closure areas.

10.07-2 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.08 WATER POLLUTION CONTROL

10.08-1 GENERAL

10.08-1A Summary

"Water Pollution Control Plan" shall conform to Section 13-2, "Water Pollution Control Program" of the Standard Specifications. Work shall include all labor, materials, equipment, submittals and testing necessary to comply with the Standard Specifications.

The Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes as apply to the project and the executing of the work performed pursuant to the Contract.

The Contractor shall implement construction site best management practices for the control of non-storm water and point discharges, erosion and sediment control.

A Water Pollution Control Plan (WPCP) shall be required for the project. The WPCP shall:

1. Show the locations and types of water pollution control practices that will be used for stormwater and non-stormwater in areas outside the job site but related to work activities, including staging areas, storage yards, and access roads.
2. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase.

The Contractor shall be required to implement temporary construction site best management practices (BMP's) in accordance with the *Construction Site Best Management Practices (BMP) Manual* and *BMP Field Manual and Troubleshooting Guide* issued by the State of California, Department of Transportation. Construction site BMP documents can be found at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>. The temporary construction site best management practices required for this Contract shall include, but are not limited to:

1. Stockpile Management: Implement BMP's, as appropriate, for soil stabilization and sediment control as applicable to stockpile of various materials.
2. Mobile Operations: Implement BMP's, as appropriate, for the control of equipment fueling and maintenance, concrete mixing and wash out, hauling and storage of materials. BMP's shall control the specific situations that mobile operations can create.
3. Wind Erosion Controls: Implement BMP's, as appropriate, for all disturbed soils on the project site that are subject to wind erosion when wind and dry conditions exist.
4. Tracking Controls: Implement BMP's, as appropriate, for the control of sediments and debris from the collection system.
5. Non-Storm Water and Waste Management and Materials Pollution Controls: Implement BMP's, as appropriate, to control the discharge of materials other than storm water to the storm water collection system.

10.08-1B Submittals

The Contractor shall submit one (1) electronic copy of the WPCP a minimum of 10 working days prior to beginning construction. Construction shall not begin until the WPCP is approved.

10.08-2 CONSTRUCTION

10.08-2A General

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

10.08-2B Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the WPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans, the protection system shall have a minimum of three (3) features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A pre-filter for the particulate filter, and
3. On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

10.08-2C Material Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

10.08-2D System Inspection and Maintenance

To ensure the proper implementation and functioning of BMPs, the Contractor shall regularly inspect and maintain the construction site for the BMPs identified in the BMP Plan. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any BMPs that have been discontinued. All repair and correction shall begin within 72-hours of notice or before the next storm forecasted with 50% or greater chance whichever is sooner.

Inspections of the construction site shall be conducted by the Contractor to evaluate BMPs, as follows:

1. Within 48-hours of a NOAA forecasted storm event of 50% or more.
2. Weekly
3. Every 24-hours during an on-going storm.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than 72-hours after notice or before the next storm forecasted with 50% or greater chance whichever is sooner. The correction of deficiencies shall be at no additional cost to the City.

The Contractor shall provide a monitoring log of each inspection.

10.08-2E Non-Storm Spills or Pollution

The WPCP shall address practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

10.08-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.09 EXISTING FACILITIES

T.S.1-9.1 GENERAL

10.09-1A Summary

Existing Facilities shall conform to Section 5-1.36, "Property and Facility Preservation," Section 5-1.36C, "Nonhighway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these Technical Specifications.

10.09-1B Obstructions

The Contractor's attention is directed to the existence of certain underground facilities which may require that special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively ground metal shields or sheaths; and underground electrical conductors with potential to ground more than 300 volts. The Contractor shall notify the Engineer at least forty-eight (48) hours prior to performing any work in the vicinity of such facilities.

The Contractor shall call USA at 811 to mark the locations of all underground utilities at least seventy-two (72) hours before the intended start of excavation. The Contractor shall remove all project USA markings, Engineer markings, and Survey markings, prior to project completion.

Any damage to any utility due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. Contractor shall use extra caution prior to excavating where utility lateral locations are not known and shall repair property damage caused by damage to any utility.

10.09-1C Delays

The Contractor shall receive no additional compensation for delays or inconvenience caused by utility relocations and/or adjustments. The delay caused by these relocations and/or adjustments shall not count towards the Contractor's "working days."

10.09-1D Survey Monuments

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or bench marks without consent of the Engineer. The Contractor shall bear the expense of replacing any monument or benchmark that may be disturbed without permission. Replacement shall be done only with the direction of and in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or bench mark not shown on the plans for the work, they shall promptly notify the Engineer in writing so that the monument or bench mark may be referenced accordingly, properly referenced, preserved, and/or restored.

10.09-1E Protect Existing Facilities to Remain

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall immediately repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations at his/her sole expense and to the satisfaction of the City representative. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. The Contractor shall immediately notify the appropriate owner of the improvement or facility and the City representative of any damage as a result of his/her operations to existing improvements or facilities. If the improvement belongs to a private residence and the property owner or occupant is not at home, such notification shall be attached to the front door of the property.

10.09-1F Removals

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, and driveway at the locations shown on the Plans. When curb and gutter and/or roadway pavement are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line, unless otherwise directed by the Engineer. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

The Contractor shall remove thermoplastic stripes and legends within the limits of work shown on the Plans. All materials removed shall be disposed of in accordance with Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

The Contractor's attention is directed to the State Health and Safety and CAL-OSHA regulations and requirements regarding the removal, handling and disposal of yellow thermoplastic and painted traffic striping and pavement markings. The Contractor is responsible for any additional requirements necessary to comply with the regulations.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

10.09-1G Restore Existing Irrigation System And Landscaping

Any irrigation system and/or landscaping damaged during the installation of curb, gutter, sidewalk and curb ramps shall be replaced in kind by the Contractor.

The Contractor's attention is directed to the existence of private irrigation facilities not shown on the Plans. It is anticipated that some of these facilities will be in conflict with the proposed improvements or may be damaged during construction.

Existing turf may be carefully removed and restored following site grading. Turf may be replaced as long as new sod is of the same species as the existing. Contractor shall submit a sample to the Engineer for approval prior to installation.

The irrigation system in conflict with the new sidewalk and curb ramps shall be repaired and/or relocated to clear the new sidewalk and curb ramp construction. The Contractor shall coordinate replacement/relocation of the irrigation system with the property owners before and after construction of new sidewalks and curb ramps. The Contractor shall remain responsible for irrigating the landscape area until the irrigation system is fully functional. Contractor shall arrange with property owners to confirm all damaged irrigation system is repaired and fully functional. Irrigation and/or sprinklers damaged by the contractor's construction activity shall be restored within 5 days.

10.10 TRIMMING, CLEARING, AND GRUBBING

10.10-1 General

Work shall conform to Section 17-2, "Clearing and Grubbing," of the Standard Specifications and shall consist of removal and disposal of all objectionable material from the work site, including existing weeds, brush, shrubs, trees, stumps, concrete, masonry, other unsuitable material, and obstructions interfering with the new construction. Limits of work shall be of sufficient area and depth to complete the work as shown on the Plans.

Trimming, clearing, and grubbing shall be performed in advance of any other grading or construction operations. Area to be cleared and grubbed shall be within the Project area. Contractor shall not store or permit debris to accumulate on site. If Contractor fails to remove excess debris promptly, Owner reserves the right to cause removal at Contractor's expense.

Residue from cutting operations will not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface concurrent with the cutting operations.

10.10-2 MEASUREMENT AND PAYMENT

Full compensation for Trimming, Clearing, and Grubbing shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

10.11 NOTIFICATIONS

10.11-1 GENERAL

10.11-1A Summary

Contractor shall notify Owner not less than two (2) weeks prior to the start of the Project. Contractor shall be responsible for all notifications, including any and all Subcontractor's work.

Closing or opening (either partial or full) of a street or alley within the Project limits will be approved by Engineer. Notices shall be posted pursuant to California Vehicle Code, Article 1, Section 22651 at least seventy-two (72) hours prior to construction by Contractor. Notices shall include the following information:

- A. "TOW AWAY – NO PARKING"
- B. SPECIFIC DATES AND TIMES OF CONSTRUCTION
- C. "VEHICLES FOUND IN VIOLATION WILL BE TOWED"
- D. "C.V.C. 22651 (L)"
- E. CONTRACTOR'S NAME AND CONTACT PHONE NUMBER

First and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area. Signs shall be placed in sixty (60) feet

intervals. The font size of the dates and times shall be at least three (3) times the font size of all other information on the sign.

Failure to comply with notification requirements will prevent Owner from towing vehicles parked in the proposed work area. Owner will not incur any additional costs due to vehicle removal or delays resulting from vehicles remaining in the project area.

Contractor shall notify the following Departments at least twenty-four (24) hours prior to the schedule closing or opening:

Seaside Public Works	(831) 899-6841
Seaside County Sanitation Department	(831) 899-6841
Seaside Police Department	(831) 899-6863
Seaside Fire Department	(831) 899-6790
U.S. Post Office	(831) 394-6329
Monterey Salinas Transit	(888) 678-2871
Green Waster	(831) 920-6707

Four (4) separate notifications shall be **hand-delivered** a minimum of seventy-two (72) hours prior to the beginning of any work affecting traffic. Notifications shall include language informing residents of the damaging effects of power steering movements to fresh slurry seal. Copies of submittals shall be given to the City's Public Works Director for review and approval. Notifications shall be in written in English and Spanish.

The Contractor shall notify local trash and recycling company (Greenwaste) to coordinate pick-up schedules.

The Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using "door knob" type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and 48-hour window of "no landscape irrigation" prior to work. Contractor shall submit a sample notice for review and approval by the City five (5) calendar days prior to distribution.

Ten (10) calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two (2) working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five (5) calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

Contractor must notify Owner Landscape Maintenance Districts (LMD) for valve shutoff seventy-two (72) hours in advance, otherwise, Contractor shall pay for emergency shut-off. Valves to be shut off in phases approved by LMD.

10.11-1B Project Funding Sign

The Contractor shall furnish and install Project Funding Signs that inform the community of the work and funding source. A minimum of two (2) project finding signs shall be installed at each project location/street. Exact locations for placing the signs will be determined by the Engineer. The signs shall be installed a minimum of two (2) weeks prior to start of paving activities. The sign shall be constructed per the requirements of the Caltrans Division of Traffic Operations.

SB-1 funding sign shall be C48(CA) and shall be 48” x 30” (4ft x 2.5 ft), 1/3rd size. Refer to Caltrans website <http://www.dot.ca.gov/trafficops/tcd/pfi.html> for SB-1 sign specifications. Signs shall be installed in accordance with Section 6F.109(CA) of CA MUTCD.

The signs shall be made by a professional sign painter, approved in advance by the Engineer. The signs will be installed prior to construction and maintained in place for the duration of the project by the Contractor. Signs shall be repaired or replaced at no cost to the City, if damaged or stolen.

10.11-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the Mobilization, and no additional compensation will be allowed, therefor.

10.12 CONSTRUCTION SURVEYS

10.12-1 GENERAL

Contractor shall be responsible for hiring a licensed land surveyor to provide all surveys to control the lines, elevations, and dimensions of the work in conformance with the Plans. Any deviation from the lines, elevations, and dimensions shown on the Plans must receive prior approval from Engineer. Where new construction connects to existing facilities, Contractor shall check and establish the exact location prior to construction of the facility.

All stakes or marks shall be provided by Contractor as necessary to establish the lines and grades required for the completion of the work specified in the Standard Specifications, on the Plans, and in these Special Provisions.

Contractor shall be responsible for the accuracy of their own layout work and shall be responsible and liable for the preservation of all established lines, grades, and layout points. Stakes damaged or destroyed by the public or operations of Contractor shall be replaced at Contractor's expense.

Preservation and protection of survey monuments and markers encountered along the line of the work shall conform to the following: Contractor shall notify Engineer in writing of monuments that will be encountered and shall not remove or damage said monuments. If a monument is determined by Engineer to have been damaged during the course work by Contractor, notification is not made as provided above, or markers are removed that are not in conflict with construction, Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of Survey monuments and boxes shall be as set forth under Section 8771 of the California Business and Professions Code.

Prior to the start of work, Contractor shall notify Engineer of monuments encountered within the limits of the excavation identified in the field and as shown on the Plans. If monuments need to be replaced as a result of Contractor's activities to complete contract work, the replacement of the monument will be paid for within the original items of contract work, and no additional compensation will be allowed, therefor.

10.12-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed, therefor.

10.13 PRESERVING & PERPETUATING SURVEY MONUMENTATION

10.13-1 GENERAL

This work shall consist of complying with California Business and Professions Code, Chapter 15, Section 8771. To comply with this Section, the Contractor shall engage the services of a Licensed Land Surveyor.

10.13-2 CONSTRUCTION

The number and character of the survey monuments shown in the bidding documents are approximate only. They serve to provide bid pricing comparisons and the number may be increased, reduced, or eliminated entirely as needed and shall not constitute a basis for claim by the Contractor for extra payments or damages.

This location of the monuments shown on the plans shall be reviewed by the Contractor's licensed land surveyor for completeness. The surveyor shall prepare a list of all existing survey monuments within the limits of work, which shall include street name, monument type as shown on record maps, copy of record map book and page, and approximate location. This list shall be provided to the City for review and approval prior to the pre-

construction meeting. After the City approves the monument list, the Contractor shall perform a field visit and ascertain for each monument, the type of monument from the table below:

Type	Nomenclature	Description / Definition
A	Street Survey Monument	Readily found on the surface of the existing roadway with frame and cover
B	Non Standard Survey Monument	A monument on the surface of the existing roadway without a frame and cover such as and iron pipe monument, nail and shiner, etc.
C	Street Survey Monument; "Not Found"	A monument of record (standard monument of iron pipe monument) non readily found on the existing roadway surface typically due to earlier overlay work. Further surveyor investigation required to determine whether they existing or have been previously destroyed

The final list of monuments shall be submitted to the City for approval. Following approval of the final list and classification of monument type, the Contractor's Licensed Land Surveyor, in coordination with the Contractor, shall make every effort to find all previously "Not Found" monuments, using GPS navigation to points on the record maps, metal detector use, and direct measurements from Found monuments. If the surveyor determines the previously "Not Found" monument has potential to be located and should be recovered, the Licensed Land Surveyor shall notify the City and Contractor. Upon approval by the City, Contractor shall furnish the labor, equipment, and traffic control to carefully expose the survey monument under the supervisions of the Licensed Land Surveyor to:

1. Ensure the monument is not disturbed, and
2. Immediately reference it as above

The Contractor's Surveyor shall field reference **only the monuments that will be affected by the Contractor's operation (i.e., where survey monument covers are to be lowered prior to cold planing, adjusted to finished grade after paving, where Non-Standard Survey Monuments need to be replaced with Standard Street Survey Monuments, monumentation within limits of concrete replacement, and all "Not Found" monuments)** and file timely Pre-Construction Corner Records with the County Surveyor. Surveyor shall reference the location of existing monuments with sufficient control points to locate after final paving operations are completed. Prior to construction, the Contractor shall submit an updated list of survey monument identifying all monuments that were attempted to be located, and identifying if each monument was found or "Not Found".

Corner Record are the factual basis for:

1. Confirming that an existing monument was not disturbed during construction, and/or
2. Providing the precise location for installing a new Street Survey Monument, and/or
3. Documenting that a monument did not exist at the time of construction.

The schedule for the submittal of Corner Records to the County Surveyor by the Contractor's License Land Surveyor is as follows:

1. For found monuments (All Types above), the Pre-Construction Corner Records shall be submitted a minimum of ten (10) working days before construction commences on a specific roadway segment.
2. For "Not Found" monuments (Type C above), the Pre-Construction Corner Records shall be submitted to indicate the monument was searched but not found.

After paving is complete and the monument cover is adjusted to new grade, the Contractor's Surveyor shall perform field review to determine if any monuments have been disturbed. Filing a Post-Construction Corner Records shall only be required for monuments which have been disturbed or have undergone a "change in character", such as replacing an iron pipe with a standard monument.

Submittal of Post-Construction Corner Records shall be made to the County Surveyor within ten (10) days of completion of the Contractor's last work affecting the final roadway surface. The project shall not be accepted until the Post Construction Corner Records have been approved by the County Surveyor.

For Street Monuments within a monument well, the Contractor shall protect in place existing brass marker and concrete core. Do not adjust to final grade until the adjacent pavement or surfacing is complete. Adjust frame and cover and complete permanent paving or surfacing surrounding the cover before opening the lane to traffic.

For City Vertical Benchmarks within concrete repairs, the Contractor's Surveyor shall reset brass marker in surface of new concrete improvements and provide revised elevation to City. At the completion of concrete repairs, the Contractor shall provide a tabulated list of all vertical benchmarks adjusted during project that includes the following: approximate location, adjusted elevation, and any physical markings on benchmark.

Survey monuments and adjustments shall be performed per City of Seaside Standard Drawing S-802 "Concrete Monuments."

10.13-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.14 ROADWAY PREPARATION

10.14-1 GENERAL

Work under this section consists of preparing the roadway prior to the resurfacing or reconstruction. Such work shall include controlling nuisance water, sweeping, watering, removal of all raised pavement markers, removing thermoplastic pavement markings, and removing loose and broken HMA and foreign material, including existing weed growth as specified in these Special Provisions and as required by Engineer. Water Pollution Control Plan (WPCP) is to be implemented prior to the start of work. Any roadway area that contains existing weed growth shall be treated with an Environmental Protection (E.P.A.) Owner-approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions.

Contractor shall pothole for shallow utilities that may be in conflict with work. Contractor shall submit results to Owner at least two (2) weeks prior to the start of any excavation work to provide sufficient time to resolve any issue that may be encountered.

10.14-2 MEASUREMENT AND PAYMENT

Payment for Roadway Preparation will be included in the prices bid for other items of work, and no additional compensation will be allowed, therefor, unless noted on the Plans and Bid Proposal as part of this contract. Such payment will be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with Standard Specifications and these Special Provisions.

10.15 FINAL INSPECTION AND PUNCH LIST

TS 1-17.1 SCOPE

When the work has been completed, Engineer will make the final inspection and final project walk-through with Contractor. Engineer will create a punch list of deficient items that shall be corrected by Contractor. Engineer reserves the right to add items to the Project's punch list as deemed necessary. All punch list items shall be completed within five (5) working days of notice to Contractor. Punch list items shall be accounted for in the Project construction schedule within the Project working days. Contractor shall not be granted additional working days for the completion of the punch list items.

10.16 CONSTRUCTION AS-BUILT DRAWINGS

10.16-1 GENERAL

Contractor shall maintain a complete and accurate record of all changes of construction from that shown in the Plans and Specifications for providing a basis for construction as-built drawings. These drawings must be maintained on site during the course of construction and updated monthly, at minimum.

Contractor shall use a job set of contract drawings, clearly labeled "Construction As-Built Drawings," to record all changes in construction. Job set of as-built drawings shall be completely, accurately, and legibly marked in red ink to record actual construction. Additional copies of prints shall be used, if necessary, to ensure legible recording of data.

and date all entries. Attention shall be called to the entry by drawing a “cloud” around the area affected. In case of overlapping changes, different colors shall be used for each change. Consistent color coding shall be maintained throughout the drawings.

Contractor shall submit a full-size copy of the updated construction as-built drawings in progress with each progress payment to document the status of the drawings. Progress payments may not be processed until acceptable drawings are submitted. Contractor shall submit a complete set of original construction as-built drawings to Engineer ten (10) days after final inspection, along with a letter declaring that other than these noted changes on the as-built drawings, “the Project was constructed in conformance with the Contract Documents.” Contractor must provide this set of as-built drawings and letter prior to processing of the final pay estimate.

Full compensation for recording construction changes and furnishing the Construction As-Built Drawings is considered included in the prices paid for the various bid items of work, and no additional compensation will be allowed, therefor.

10.16-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed, therefor.

10.17 AIR POLLUTION CONTROL

10.17-1 GENERAL

10.17-1A Summary

Contractor shall take all necessary measures to avoid the dispersion of dust. Dust generated by traffic, Contractor's operations, or wind are all included in the definition of “dust.” All activities shall be in compliance with Section 14-9, “Air Quality,” of the Standard Specifications.

10.18 ROOT PROTECTION, ROOT PRUNING, AND TREE REMOVAL

10.18-1 GENERAL

10.18-1A Summary

Contractor shall remove sidewalk in a manner that prevents any machinery, such as a backhoe, Bobcat, or mini excavator, from traveling over an exposed root zone.

Contractor shall make every attempt to not scrape, skin, or pull roots. Hand excavation around roots may be required.

Where roots must be pruned, the area shall be excavated down to the depth required for the improvements. All rock, concrete, or other loose material shall be removed.

No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one of the approved pruning tools.

Exposed roots shall be covered with soil, mulch, or wet burlap if they shall be exposed for more than forty-eight (48) hours without measurable precipitation.

10.18-2 CONSTRUCTION

10.18-2A Root Pruning and Removal

All root pruning and removal shall be performed under the direct supervision of an International Society of Arboriculture (ISA) certified arborist. All root pruning shall comply with ANSI A300, Part 8 (2020) "Root Management" specifications 85 and 86.2-86.4 as well as ANSI A300, Part 5 (2019) "Management of Trees During Construction" Specification 55.3.

Contractor shall have on hand for any root work needs that arise in the field the following tools: arborist's hand saw, pole saw, lopper, axe, hatchet, digging-bar/spud-bar (with cutting end), chainsaw, belt sander, Bosch multi-tool (or similar), reciprocating saw/saws all.

Contractor shall remove all tree roots under the concrete or pavement to be repaired to a depth of twelve (12) inches below the subgrade. Areas where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. Area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs. All roots encountered within the repair area shall be cut by hand using 60 grit sandpaper, (i.e., chain saw, hand pruners, hand saw, axe, etc.) or a root pruner approved by Engineer at the limits of the repairs prior to their removal.

Roots two (2) inches in diameter or greater shall not be pruned without Owner Arborist present unless authorized by Engineer. Large roots shall be shaved to a depth of no more than one-third of their thickness or as approved by Owner Arborist. At no time shall any root pruning cut into the root flare as defined by Owner Arborist.

All roots are to be cut by hand or with a root pruner approved by Owner. Removal by other mechanical means is prohibited. No pulling or tearing of roots using tools or other machinery. Roots between the tree and the Remove and Replace area are not to be disturbed. Pruning of any roots greater than two (2) inches in diameter is prohibited unless otherwise authorized by Owner Arborist.

If the cut ends of tree roots shall be exposed for more than eight (8) hours, the cut ends of the roots shall be wrapped with fabric, then plastic, and kept moist until backfill is installed. When backfill is installed, the fabric and plastic shall be removed from the cut ends of roots.

Any damage done to adjacent pavement, concrete, or other improvements due to the failure to sever roots at the limits of the repair shall be repaired at Contractor's expense.

Areas where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. Area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs. Limits of root removal shall be ten (10) feet to each side of the tree or shrub causing damage unless otherwise authorized by Engineer.

Structural pruning of the canopy may be required to offset the loss of roots. Extent will be

determined by Owner Arborist. Contractor shall have seven (7) days to complete structural pruning after pave back. An arborist's report shall be provided to certify that the canopy has been sufficiently pruned to offset loss of roots.

10.18-2B Tree Trimming

Contractor shall trim tree canopies at certain intersections where the canopies currently obstruct the visibility of traffic signals. Contractor shall trim the canopies so that they are at least fifteen (15) feet above the roadway surface.

All tree trimming shall be performed under the direct supervision of an ISA certified arborist. Tree trimming shall comply with ANSI A300, Part 1 (2017) "Standard Practices (Pruning)" Specifications 5.2, 7.1, 7.3, and 8.0.

Owner Arborist shall be on site for pruning of any branch that is two (2) inches in diameter or larger.

10.18-2C Tree Removal

At the discretion of Owner Arborist, Contractor shall remove trees that are deemed unstable due to root pruning and removal. Public notification is required no less than five (5) days prior to removing any trees. Owner will post proper public notifications and no tree may be removed until Owner verifies that the public notification period is complete.

No trees greater than twenty-four (24) inches in diameter shall be removed.

Contractor shall coordinate with Owner Arborist and Engineer prior to tree removal. Where trees are removed, stumps shall be ground twelve (12) inches below the existing grade. Voids shall be backfilled with native materials and mulch. All debris shall be removed from the work site and properly disposed.

10.18-2D Damages

Contractor shall make every effort to avoid damaging any Owner's property, including roots, trunk, and canopy of Owner-maintained trees. Contractor shall be responsible for damages as follows:

- a) Contractor shall provide restitution to Owner for any damaged trees beyond the root and canopy pruning required to complete construction (as specified by Owner Arborist). For trees destroyed, removed, or significantly damaged, restitution shall be calculated using the Cost Approach with the Reproduction Method with the Trunk Formula Technique as set forth in the "Guide for Plant Appraisal, 10th Edition Revised." For trees with damage that can be repaired (below the levels of destroyed, removed, or significantly damaged), restitution shall be calculated using the Cost Approach with the Repair Method with the Direct Technique as set forth in the aforementioned Guide. Damage assessment and above calculations will be performed by Owner Arborist.
- b) Contractor shall reimburse Owner for Owner's expenses incurred in the related reparation work, consisting of, but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.

Any damage done to adjacent concrete or other improvements due to the failure to sever roots at the limits of the repair shall be repaired at Contractor's expense.

10.18-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.19 COLD PLANING (MILLING & KEYCUTS)

10.19-1 GENERAL

10.19-1A Summary

Cold planing shall comply with Subsection 39-3.04, "Cold Planing Asphalt Concrete Pavement," of the Standard Specifications, and shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the Plans. Limits of cold planing will be determined by Engineer prior to construction.

Work includes, but is not limited to, removal of existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches. Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein. Existing conditions may differ from the Plans and shall be verified by Contractor.

Core locations on the Plans are estimated. Existing conditions may differ from the information specified in the boring logs as shown on the plans.

10.19-2 CONSTRUCTION

10.19-2A General

Work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing all thermoplastic, removing all painted traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt and foreign material; and spraying and removal of weed growth as specified in the Standard Specifications and these Special Provisions, and as directed by Engineer.

Any roadway area that contains existing weed growth shall be treated with an Environmental Protection Agency (E.P.A.) approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Contractor shall provide a record of the amount used for the project.

Prior to cold planing on streets to be milled, all utility covers shall be lowered such that the cutting teeth of the planing machine pass over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphaltic fill material over these facilities until the final paving surface is installed. Contractor shall coordinate with the affected utility company for lowering and adjustment.

10.19-2B Pavement Removal

Contractor shall perform removals as shown in the cold plane details included in the Project Plans. Remaining material around utility covers and at gutter lips shall be removed to the depth of the adjacent milled surface after completion of cold planing. If pavement

against utility covers, gutter lips, or other features cannot be removed by the planing machine, Contractor shall use other means to remove this material.

Contractor shall be responsible for maintaining any temporary asphalt fill over lowered utilities. Contractor shall be responsible for clearly marking the location or to reference lowered utilities in case of emergency.

Cold planing shall be performed in such a manner to create clean vertical edges. Surface of pavement after planing shall be uniformly rough. Grade shall not deviate from a suitable straight edge of more than three-eighths (3/8) inch at any point. Milling may require more than one (1) inch removal of existing asphalt above gutter lips in addition to the required depth below the gutter lip due to prior overlays. Broken, damaged, or non-vertical edges shall be re-cut prior to paving.

Surface after planing shall be uniformly rough. There shall be no more than 0.02-foot difference between passes. From a string line, shall be 0.02 foot high to 0.04 foot low. Low areas shall be filled with HMA at Contractor's expense.

Maximum variation from string line or straight edge shall be 0.02 foot at any point. High points shall be re-ground. Low points shall be filled with HMA. Cost of fixing variation shall be at Contractor's expense.

Water for cold milling shall be provided by Contractor and shall be considered integral to cold milling in terms of payment.

On intersections where the Plans call for cold milling and replacing the asphalt pavement, Contractor shall only remove what can be paved back during the same work period.

Contractor shall provide temporary striping, by means of tab markers or striping tape, on streets that have been milled. Temporary striping shall be continuously maintained until resurfacing work is performed. Contractor shall delineate lane lines, center lines, crosswalks, and other traffic striping legends.

Contractor shall excavate to a depth of 0.5 foot below depth required from milling. Limits will be defined by Engineer. Contractor shall fill with single lift of HMA, with static roll no vibratory compaction, and shall allow to bridge.

Contractor shall adjust the operation to minimize tear out of underlying layers. Changes in cold planing depth require approval of Engineer. Areas torn out by lack of diligence on Contractor's part shall be corrected with HMA at the expense of Contractor. Areas torn out due to pre-existing adhesion problems will be corrected at Owner's expense directed by Engineer.

On areas with wet, soft, or deflecting under wheel loads, Contractor shall use means that do not worsen the condition of the subgrade. Areas shall be proof rolled with a loaded construction vehicle ten (10) cubic yard dump truck or equivalent prior to placing asphalt.

10.19-2C Temporary Transitions

Contractor shall construct temporary pavement transitions at all cold-milled areas greater than one (1) inch prior to allowing traffic onto the cold-milled areas, including paving conforms, planed edges, cross gutters, and driveways over 0.15 foot before allowing traffic onto the paved surface. This includes both longitudinal and transverse directions. This also includes PCC facilities around corners from the beginning of curb return to the end of curb return, PCC cross gutters, and PCC spandrels.

Temporary pavement transitions shall have a slope of 20:1 or as approved by Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. Temporary transitions shall be constructed of hot mix.

Contractor shall continuously maintain the temporary pavement until the final paving. Each temporary transition shall be inspected by Contractor and repaired as necessary to comply with these provisions at the end of each day, including weekends and holidays.

Failure to comply with these provisions will result in liquidated damages of \$250 per day per transition and/or the cost of Owner crews making the repairs, if necessary, to correct for public safety.

10.19-2D Equipment

Machine used for planing shall comply with Subsection 39-3.04C, "Construction," of the Standard Specifications, and shall have performed satisfactorily on similar work and shall meet the following requirements:

Planing machine shall be specially designed and built for planing of bituminous pavements, Portland Cement Concrete (PCC) patches, and asphalt concrete, without the addition of heat. It shall have the ability to plane PCC patches in the bituminous pavement or PCC pavements. Cutting drum shall be a minimum of thirty (30) inches wide and shall be equipped with carbide tip cutting teeth placed in a variable lacing pattern of forty-eight (48) inches to produce the desired finish.

Machine shall be capable of being operated at speeds of 0' to 40' feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. Machine shall be operated in a manner to not produce fumes or smoke. It shall be capable of removing the material next to the gutter of the pavement being reconditioned, and so designed that the operator thereof can at all times observe the planing operation without leaving the controls. Machine shall be adjustable as to slope and depth. It shall be equipped with sonic sensors for controlling the depth.

Contractor's attention is directed to Subsection 14-9.02, "Air Pollution Control," of the Standard Specifications. Contractor shall provide appropriate dust control as necessary and as directed by Owner.

10.19-2E Removal and Disposal of Material

Cold planing shall not begin without a sweeper on site. During the planing operation, Contractor shall sweep the street with mechanical equipment and remove all loosened

material from the work site until completion of the removal work. All materials removed shall be Contractor's property and shall be removed and legally disposed of at Contractor's expense. Contractor shall provide proof of legal disposal to Engineer. Contractor shall take all necessary measures to avoid the dispersion of dust. **Contractor shall notify Engineer for approval of swept surface prior to tack coat application, where tack coat is required.**

Contractor shall perform daily sweeping and have a full-time sweeper available, including weekends and/or holidays.

All material removed, unless designated to be salvaged, shall become property of the Contractor and shall be disposed of outside City's right-of-way in accordance with Standard Specifications Section 17-2.03D, "Disposal of Materials."

10.19-2F Schedule

Pavement removals associated with bid items for "Remove & Replace HMA" of the various depths and 6" Deep Lift Stabilization shall be replaced the same day.

For streets to be overlayed, the final HMA surface course shall be placed within five (5) working days after milling of keycuts commences.

All traffic lanes must be open to traffic outside of working hours unless approved by Engineer.

Failure to comply with these provisions shall subject the Contractor to \$500 per street per calendar day in liquidated damages. Multiple occurrences of liquidated damages per calendar day are not restricted.

10.19-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.20 HOT MIX ASPHALT (HMA)

10.20-1 GENERAL

10.20-1A Summary

Work to be performed under Hot Mix Asphalt (HMA) includes all labor, materials, tools, equipment, transportation, and incidentals necessary to produce and place hot mix asphalt (HMA) base, intermediate, and surface courses, and speed tables using the Method Process as indicated in these Special Provisions. Contractor shall comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specification (Unrevised Edition) except as modified in these Special Provisions.

10.20-1B Submittals

Contractor shall submit Job Mix Formula (JMF) information on Form CEM-3511 and Form CEM-3512. Contractor shall submit CEM-3513 or CEM-3514 for mixes that have been verified within the last twelve (12) months. Contractor shall provide the most recent CEM-3513 if mix has not been verified within the last twelve (12) months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor shall be paving at their own risk.

Contractor shall submit a Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Contractor shall allow twenty (20) calendar days for review by Engineer.

Contractor shall submit all quality control field test results daily and laboratory test results within five (5) calendar days of sampling.

10.20-2 MATERIALS

10.20-2A Mix Properties

Mix voids shall be targeted at 3.5%. The allowable production range for mix voids shall be 2.0% to 5.0%.

Tensile Strength Ratio (TSR) shall be minimum 70 in accordance with CTM 371. If TSR results are not available, 1/2 percent liquid antistrip shall be added, no warm mix technologies allowed.

10.20-2B Asphalt Binder

Grade of asphalt binder mixed with aggregate for HMA (Type A) shall be as follows:

Base Courses:	PG 64-10
Intermediate Courses:	PG 64-10
Surface Courses:	PG 64-10
Leveling Courses:	PG 64-10
HMA Dikes:	PG 76-22 PM

10.20-2C Aggregate

Hot mix asphalt to be used shall be as follows unless modified by the Plans, these Special Provisions, or by Engineer:

Intermediate Courses:	1/2-inch, Type A
Surface Courses:	1/2-inch, Type A
Leveling Courses:	3/8-inch, Type A
HMA Dikes:	3/8-inch, Type A

10.20-2D Delivery Tickets

Material delivery tickets shall be submitted daily. Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the work site without such annotations will be subject to rejection.

10.20-3 CONSTRUCTION

10.20-3A General

Paving shall be performed so no longitudinal paving joints remain at the end of each day's paving operation.

10.20-3B Surface Preparation

Work shall consist of preparing existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken pavement and foreign material as specified in the Standard Specifications, these Special Provisions, and as directed by Engineer.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalt Binder." For leveling, base, intermediate, and surface courses, the asphalt tack coat shall be placed with a calibrated distributor truck per Subsection 93-1.03C of the Standard Specifications, unless otherwise specified by Engineer. Application temperature of the asphalt emulsion shall be 300°F minimum and 375°F maximum.

Cracks shall be sealed prior to placing HMA. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the Standard Specifications, and these Special Provisions.

10.20-3C Leveling, Transitions, and Hot Mix Asphalt (HMA) Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. Leveling course shall be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by Engineer. Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

Contractor shall construct temporary pavement transitions at all transverse paving joints greater than one (1) inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by Engineer

and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. Temporary transitions shall be constructed of either cold mix or hot mix. Temporary transitions shall be required at driveways where drop off is more than one (1) inch.

Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by Contractor and repaired as necessary to comply with these provisions at the end of each day, including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

10.20-3D Layout

Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. Layout shall be made at least twenty-four (24) hours prior to paving. Layout will be approved by Engineer prior to paving.

If the striping is to remain unchanged, edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving that incorporates new quarter points or grade breaks due to keycuts or other conditions, Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. Profile adjustments shall be within twelve (12) inches of the actual grade break or quarter point.

Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work shall include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. Minimum length of the milled and corrected area shall be fifty (50) feet.

10.20-3E Tolerances

Finished HMA surface shall be flush with, to 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. Finished pavement surface shall not be lower than the gutter lips.

Average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four (4) inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four (4) inches or more, the minimum allowable

10.20-3F Automatic Screed Control

For all mainline street or roadway paving with single lane lengths exceeding three

hundred (300) feet, automatic screed controls shall be required. Automatic screed controls shall not be required for paving of parking lots, intersections, cul-de-sacs, alleyways, or other irregular areas.

In addition to the requirements in Subsection 39-1.10 and 39-1.11 of the Standard Specifications, HMA shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls that shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of thirty (30) feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of 30-foot ski.

Ski shall be mounted at a location that shall provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross-slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued, and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during any day's work, Contractor may manually control the spreading equipment for the remainder of that day, provided the quality of the work conforms to the requirements of Sections 39-1.11 and 39-1.12 of the 2010 Standard Specifications (Unrevised). Should the methods and equipment used for automatic control fail to result in the quality of work required by said Sections 39-1.11 and 39-1.12, the paving operations will be temporarily discontinued, and Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

If it is determined by Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, use of the automatic controls will be discontinued, and spreading equipment shall be adjusted by manual methods. Use of automatic controls shall resume when Engineer has determined that it is again practical and so orders.

10.20-3G Rolling and Compaction

Rolling and compaction shall be performed as indicated in the Standard Specifications. Roller water shall contain a soap type compound to prevent sticking of HMA material to the rollers. Soap type compound shall not damage HMA or impede the bonding of layers.

Breakdown rolling shall commence when HMA is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

Number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of hot mix asphalt mixture drops below 140°F.

For leveling courses, breakdown rolling shall consist of three (3) coverages with an eight (8) to twelve (12)-ton pneumatic roller followed by a finishing coverage with a steel wheel roller. Rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. Pneumatic roller tires shall be treated with a non-petroleum-based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until Contractor can provide equipment that shall perform without pickup.

Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of HMA placement until the areas are satisfactorily addressed, unless otherwise allowed by Engineer.

10.20-3H Contractor Quality Control

HMA will be verified by Engineer prior to placement on work site. If agreed to by Contractor and Engineer, the production start-up may be used for verification. If the production start-up is used for verification, Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor shall have a Quality Control Inspector present with a nuclear gauge actively monitoring compaction throughout the shift for all paving operations where compaction is an acceptance criterion. Quality Control Inspector shall be devoted to that purpose and shall not have another role on the paving crew.

Contractor quality control testing is required. However, if Contractor fails to submit quality control results to Engineer within seventy-two (72) hours of HMA placement, Contractor waves all rights to dispute Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by Engineer, Contractor has five (5) days to submit their test results from the time Engineer informs Contractor that he is performing testing or Contractor waves the right to dispute Engineer's results.

Engineer will test for conformance with aggregate quality characteristics at the beginning of the project.

Engineer will test air void content, Hveem stability, and Voids in Mineral Aggregate (VMA) a minimum of once per day. Engineer may sample the HMA from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of Engineer. Contractor shall facilitate the sampling process.

Engineer may sample HMA from truck beds at the plant, from the hopper of the paving machine, and/or from the mat behind the paver at the discretion of Engineer. Contractor shall facilitate the sampling process.

10.20-3I Engineer's Acceptance

10.20-3I(1) General

Owner shall be notified forty-eight (48) hours prior to scheduling pavement placement so that Quality Assurance personnel can be scheduled.

10.20-3I(2) Materials Acceptance

Engineer will monitor Contractor's work for conformance to these Standard Provisions. In addition, Engineer will collect HMA samples and verify the mix.

Engineer may withhold acceptance in the event of any failing test result until Contractor has addressed the failing material to Engineer's satisfaction.

10.20-3I(3) Compaction Acceptance

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750-ton subplot.
- If multiple streets are paved in a day, each street shall be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

Density testing shall be required on all layers that are at least 1.75 inches in thickness unless Engineer determines area is not suitable for traditional compaction methods.

In-place density shall be between 92.0% and 97.0% of maximum theoretical specific (RICE) gravity using a nuclear gauge. At Engineer's discretion, compaction testing may be performed using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction shall be based on the average nuclear gauge results for the subplot. The nuclear gauge shall be core correlated the first day of paving using as many cores as Engineer deems appropriate.

If nuclear gauge compaction testing results are failing, Contractor can request coring to verify the results. Three (3) cores will be sampled for each subplot and the average of the three cores for each subplot will determine density. Core locations will be determined using random sampling charts in CTM 375. Engineer will mark the core locations.

Cores may be taken up to five (5) calendar days after placement and may be four (4) or six (6) inches in diameter. Engineer will provide results within three (3) working days of receiving the cores.

Passing cores will be paid for by Owner. Failing cores shall be paid for by Contractor. If core density produces both passing and failing cores, cost will be prorated between Contractor and Owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

10.20-4 MEASUREMENTS AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.21 REMOVE AND REPLACE HOT MIX ASPHALT (HMA)

10.21-1 GENERAL

10.21-1A Summary

Work for Remove and Replace, or digouts, consists of removing pavement, concrete, base, and native material, if necessary, to the specified depth shown on the Plans by cold planing and replacing the void with hot mix asphalt (HMA). Digouts shall be constructed as indicated on the Plans and immediately after cold planing operations so that the HMA leveling (base course) can be placed on the milled surface in the same shift.

HMA materials, placement, compaction, Quality Control, and Engineer's Acceptance Criteria shall comply with Section 00Reserved, see SECTION 9. BID ITEM DESCRIPTION.

HOT MIX ASPHALT (HMA).

If Remove and Replace areas shown on the Bid Schedule include a greater than normal increase allowance (Bump) versus areas shown on the Plans, only increase areas approved by Engineer will be measured for payment.

Cold planing shall conform to these Special Provisions.

10.21-2 MATERIALS

10.21-2A General

Hot mix asphalt (HMA) for base course and surface course for pavement replacement and digouts shall conform to these Special Provisions.

10.21-3 CONSTRUCTION

10.21-3A General

Contractor shall provide five (5) days-notice prior to remove and replace operations so areas for Remove and Replace may be properly marked out.

Engineer shall mark the locations of each digout based on the Plans and observations. Contractor shall accompany Engineer during markings of the digouts/base repair areas and the marked, measured and agreed on areas will constitute the final pay quantity.

After completion of the milling operations, the HMA within the marked digout/base repair areas shall be removed to a uniform depth as specified on the Plans. Area edges shall be removed by saw cutting or by vertical grind. Any removed material shall be removed from the work site and disposed of in a legal manner.

Excavated areas shall be graded as shown on the Plans as necessary to provide a uniform pavement thickness. Aggregate Base or native soil shall be compacted to 95% relative compaction at, or above optimum moisture as determined by Cal Test 216 and 231. All segregated or loose material shall be removed.

In areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, Contractor shall employ excavation and grading techniques that do not worsen the subgrade condition.

Prior to placing aggregate base or HMA, each pavement replacement area shall be proof rolled with a loaded construction vehicle, preferably a ten (10) cubic yard dump truck or equivalent. Compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or HMA. If the areas were caused or significantly worsened by Contractor's operations, these areas shall be replaced at Contractor's expense.

Pavement shall be removed to a uniform depth and shall be removed by cold planing or full depth saw cutting and mechanical removal. Saw cutting is not necessary if removal is accomplished by cold planing. Broken or damaged edges shall be re-cut prior to paving. All removed material shall be cleared from the work site.

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between courses. No prime coat shall be required. A tack coat between layers shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned, and a tack coat placed between layers immediately prior to paving,

Care shall be taken to ensure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two (2) lifts shall be used for each replacement area or digout with a depth greater than 3 inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three (3) inches unless shown otherwise in the Project Plans or with prior approval from the Engineer.

Repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. Surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a 12-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. Upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the digout or replacement, finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

Remove only what can be replaced during the same work period. Materials removed using cold planing or other methods shall become the property of Contractor and shall be disposed of in accordance with local rules and regulations. Contractor shall provide proof of legal disposal upon request by Engineer.

Surface finish of Remove and Replace areas shall be free of ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks. Any ridges, indentations, or other objectional marks left on the surface of the HMA shall be eliminated by rolling or other means. Use of equipment that leaves objectional marks shall be discontinued. Areas of rough or coarse surface texture shall be reworked with heat, and HMA fines shall be placed immediately after identified.

10.21-3B Unsuitable Material

On areas with wet, soft, or deflecting under wheel loads, Contractor shall use means that do not worsen the condition of the subgrade. Area to be proof rolled with a loaded construction vehicle ten (10) cubic yard dump truck or equivalent prior to placing asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying
3. Otherwise unsuitable for the planned use.

In the event that the underlying material is unsuitable, it shall be excavated to the depth of six (6) inches below the initial digout/base repair depth required above and disposed of in accordance with these Special Provisions. Limits of removal will be designated by Engineer. Resulting space shall be filled with a single lift of HMA.

10.21-4 MEASUREMENT & PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.22 ASPHALT TACK COAT

10.22-1 GENERAL

10.22-1A Summary

Work to be performed under this section shall comply with Subsection 39-2.01B(10) and shall cover all labor, materials, tools, equipment, and incidentals necessary to furnish and apply complete in-place tack coat in conjunction with the HMA placement and other asphalt paving work.

10.22-1B Submittals

Contractor shall submit Tack Coat Certificate of Compliance. Submittals for imported material shall be submitted to Engineer seven (7) days prior to schedule use.

10.22-2 MATERIALS

10.22-2A General

Tack coat shall be emulsified asphalt of Grades RS-1, RS-2, SS-1, or SS-1H complying with Section 94, 'Asphaltic Emulsions' or paving grade asphalt conforming to section 92, "Asphalts," of the Standard Specifications.

A Certificate of compliance shall be submitted prior to construction.

10.22-3 CONSTRUCTION

10.22-3A General

Tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the HMA overlay as permitted by Engineer. Preparation of the surface shall be performed as described in these Special

Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the HMA overlay, additional tack coat shall be applied, as directed by Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and adjacent concrete shall be protected against discoloration from the asphalt. Residue shall be removed by sandblasting, power washing, or a similar technique to the extent required by Engineer. Engineer will determine if the pavement is sufficiently dry for the application of tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40°F in the shade.

Tack coat shall be applied as specified in Subsection 39-2.01C(3)(f), "Tack Coat," of the Standard Specifications. Tack coat shall be applied to all vertical edges, including curb faces and gutter lips, after every lift of asphalt. Vertical edges shall be tack coated by hand wand or manually by brush. Tack coat application shall not extend above the level of the finished surface by more than one (1) inch. Gutter pans, curb faces, and any concrete surfaces that are not to be tack-coated shall be protected by shields or other methods from spray or splash. Any tack coat more than one (1) inch above the paving surface shall be removed by power washing or other means approved by Engineer.

Contractor shall be responsible for cleaning tack coat tracked onto decorative concrete crosswalks or thermoplastic legends and crossbars within the Project limits and along truck haul routes used by Contractor or Subcontractors. Haul routes shall be inspected by Owner and Contractor prior to initiating work to photographically establish the existing conditions. Within ten (10) calendar days of completion of final paving, Owner and Contractor shall reinspect the haul routes to determine the extent and locations of required cleaning. Cleaning shall be performed within ten (10) calendar days after Owner delivers a written copy of the locations of required cleaning.

10.22-4 MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Asphalt Tack Coat." Full compensation for such work and features will be considered included in the price bid for hot mix asphalt (HMA) bid items (e.g., RHMA, digouts), and no additional compensation will be allowed, therefor. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with Standard Specifications and these Special Provisions.

10.23 LOWERING AND ADJUSTING OF UTILITY COVERS

10.23-1 GENERAL

10.23-1A Summary

Utility covers shall be adjusted to finish grade, including manhole frames and grates; water valves; survey monument covers; monitoring well covers; miscellaneous utility boxes, and water meter boxes, and shall comply with Subsection 71-5.03B, "Frames, Covers, Grates, and Manholes," of the Standard Specifications. On roadways to be milled, facilities shall be lowered prior to cold planing and adjusted to finish grade after completion of the resurfacing work. Adjusting water valves shall include a water valve cover, valve box, and eight (8)-inch riser.

Contractor shall coordinate with the respective owner of the utility to place the required materials prior to adjustment and after work is completed. Contractor shall be responsible for obtaining and purchasing all permits that pertain to lowering and adjusting existing utilities within the limits of work of the appropriate governing jurisdiction.

Frames and covers must be lowered to a sufficient depth so that cold planing equipment shall pass over the top without damaging it. Utility depressions shall be temporarily filled with HMA (or other approved materials) after lowering or cut back before opening lanes to traffic. Care shall be taken to keep frames and covers clean. Any material that adheres to the frames and covers shall be removed. When frames and covers cannot be lowered prior to cold planing, cold planing equipment shall "pick up" and "set down" on either side of the covers. Non-milled asphalt pavement around the lid or cover shall be removed by other means to the specified depth shown on the Plans.

Contractor shall contact Owner at least forty-eight (48) hours prior to adjustment and after work is completed and report via the Project document management software system.

Contractor shall mark, as approved by Engineer, and completely protect with heavy plastic or other suitable material, as approved by Engineer, all utility covers or other items that are visible on the surface and shall be covered by Contractor's operations. This shall be completed prior to the start of that operation and approved by Engineer.

All work shall conform to the application provisions of the Standard Specifications, these Special Provisions, the Plans and Typical Sections, Owner's Standards, and as directed by Engineer.

10.23-2 MATERIALS

10.23-2A General

Concrete mix used for replacement of concrete utility collars, or around manholes, survey monuments, and other utility covers with collars shall be Type II or Type V.

Salvaged materials that are undamaged may be reinstalled as directed by Engineer.

HMA shall be used to pave back around the utilities after concrete has cured.

Cast-in-place or precast concrete and brick or vitrified clay pipe shall be replaced in kind

unless otherwise permitted by Owner of the facility.

10.23-3 CONSTRUCTION

10.23-3A General

Contractor shall properly locate and tie off existing facilities to be lowered in advance of paving operations. Reference points of at least two points shall be provided on the face or top of curb, showing distance to utility that is to be lowered or adjusted and utility type.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Dirt, rocks, and debris shall not be permitted to enter sewer or storm drain lines. Temporary covers shall be placed to prevent entry of material into manhole, sewer, and storm drainpipes. Existing facilities (boxes, lids, frames, and covers) found in damaged condition must be reported to Engineer before disturbing. Existing facilities found in damaged condition shall be replaced by Contractor with materials furnished by Owner. Contractor shall notify utility owners at least ten (10) days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. Facilities damaged by Contractor shall be replaced at their expense.

Cones with Caution tape must be used when working on utilities, specifically when they are left exposed to traffic.

10.23-3B Lowering

Lower frames and covers of existing facilities before cold planning to sufficient depth so that cold planing equipment passes safely over the top of the lowered frame and cover without damaging it. Temporarily fill utility depression with hot-mix asphalt, before opening the lanes to public traffic.

Where frames and covers cannot be lowered prior to cold planning, cold planer equipment shall “pick-up” and “set-down” on either side of the covers. Non-milled asphalt pavement around lid or cover shall be removed by other means to the specified depth. Lids and covers shall then be protected utilizing the following alternatives:

1. Ramp section (cut-back) around frame and cover and paint white.
2. Place lighted Portable Barricade over frame and cover (only allowed if outside of traffic lane and if approved by the Engineer).

10.23-3C Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2” below the finished pavement elevation. After concrete has been placed and cured, 3/8” HMA (Type A) shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

10.23-3D Schedule

All facilities shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours, or as approved by the Engineer.

10.23-3E Survey Monuments

Where new survey monument boxes and covers are required, Contractor shall perform installation without disturbing the location of the monument. If the monument is disturbed, Contractor shall be responsible for establishing it as a monument in accordance with State laws. Work for placement of the box and cover over an existing monument shall include removal and replacement of the HMA around the monument.

10.23-3F Electrical Vaults

Prior to construction, the Contractor shall coordinate with PG&E regarding the electrical vault frame and covers requiring adjustment to finish grade after placement of the final HMA Surface Course.

10.23-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.24 AGGREGATE BASE

10.24-1 GENERAL

10.24-1A Summary

Aggregate base shall conform to the provisions in Subsection 26-1.02B "Class 2 Aggregate Base," of the Standard Specifications and these Special Provisions. Coarse aggregate (material retained on the No. 4 sieve) shall consist of material of that at least twenty-five percent (25%) by weight shall be crushed particles as determined by California Test 205.

10.24-2 CONSTRUCTION

10.24-2A General

Grading shall comply with the requirements of Section 19, "Earthwork," of the Standard Specifications. During any grading operations, Contractor is specifically directed to

Subsection 5-1-36, "Property and Facility Preservation." Contractor shall protect items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of ninety-five percent (95%) relative compaction.

Construction of the new aggregate base shall conform to Section 26, "Aggregate Bases," of the Standard Specifications. Constructed thickness of the aggregate base layer shall be not less than the design thickness minus of 1/2 inch.

10.24-3 MEASUREMENT AND PAYMENT

Measurement and Payment for Aggregate Base materials, work, other features, and conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefor.

10.25 MISCELLANEOUS CONCRETE

10.25-1 GENERAL

10.25-1A Summary

Existing and new concrete facilities including curbs, curb and gutters, sidewalks, curb ramps, valley gutters, medians, catch basins, and spandrels, shall be removed and replaced or reconstructed at the locations indicated on the Plans or as directed by Engineer. Contractor shall hire a Licensed Land Surveyor to provide grades for construction of all Portland Cement Concrete (PCC) elements as needed.

10.25-1B Submittals

The Contractor shall provide the following submittals:

1. Concrete mix design formulas for General Concrete and Heavy Vehicular Facilities.
2. Installation certification from a truncated dome manufacturer stating that the Contractor and Personnel are certified as truncated dome installers.

Submittals for imported material shall be submitted to Engineer seven (7) days prior to the scheduled use.

10.25-1C QUALITY CONTROL/ACCEPTANCE TESTING

Field testing shall include testing for concrete slump per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by Engineer and will be performed by Owner's laboratory at Owner's expense. Contractor shall furnish the concrete necessary for casting test cylinders.

10.25-2 MATERIALS

10.25-2A General

PCC material shall be Type II or Type V Portland Cement conforming to ASTM C150 and

the optional requirements of ASTM C150, Table 2 for maximum equivalent alkalis ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. Type III Portland Cement conforming to ASTM C150 and the optional requirements of ASTM C150, Table 2 for maximum equivalent alkalis ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent may be used when approved by Engineer.

10.25-2B Concrete Mix Design

10.25-2B(1) General

Contractor shall furnish a concrete mix design to Engineer at least ten (10) working days prior to the start of the work, based on the following guidelines:

General concrete facilities including curb, gutter, sidewalk, access ramps, residential driveways, stamped median, etc. shall meet the following requirements:

Compressive Strength:	3000 psi @ 28 days
Polypropylene Fiber Reinforcement:	1.5 lbs/cy (0.01% by volume) 3/4 inch minimum length
Maximum Slump:	five (5) inches

Heavy Vehicular Facilities including valley gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength:	2000 psi @ 3 days 4000 psi @ 28 days
Polypropylene Fiber Reinforcement:	3 lbs/cy (0.02% by volume) 1-1/2 inch minimum length
Maximum Slump:	four (4) inches

Contractor shall be responsible for all costs associated with the required mix design.

10.25-2C DETECTABLE WARNING SURFACES

All curb ramps shall have a detectable warning surface. Detectable warning surface shall be in the form of tiles manufactured from a fiberglass reinforced ultraviolet stabilized polymer composite. Tiles shall be wet-set cast-in-place. Detectable warning surface tiles shall conform to the requirement established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.20 inch in height, 0.90-inch base diameter, and 0.45-inch top diameter and spaced 2.35 inches center-to-center as measured side by side. Field area shall consist of a high density, pyramid micro textured of raised points 0.05 inch high. Detectable warning surface tiles shall be Armor-Tile or approved equal. Detectable warning surface tiles color shall be homogeneous throughout the tile. Color of the detectable warning surface shall be "Federal Yellow" per Caltrans Standards, unless specified by Owner.

Installation of surface applied detectable warning surface shall not be allowed unless approved by Owner.

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two (2) tiles to conform to the dimensions as shown on the Plans, and as directed by Engineer. If multiple detectable warning surface tiles are used, joint shall be joined in the curb ramp or as approved by Engineer.

Detectable warning surface tiles shall conform to the following ASTM specifications:

ASTM D 695 Compressive Strength Not less than 25,000 psi

ASTM D 790 Flexural Strength Not less than 30,000 psi

ASTM D 570 Water Absorption 0.05%

ASTM C 1028 Slip Resistance 0.8 wet/dry

ASTM E Flame Spread Index ≤ 25

ASTM B 117 Salt Spray No Change (300 hours)

ASTM 1308 Chemical Stain No Effect

ASTM C 501 Abrasion Resistance $L_w > 500$

ASTM G 155 Accelerated Weathering Delta E < 5 (2,000 hours)

ASTM D 638 Tensile Strength 12,500 psi

AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation

ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling

ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss, Delamination

ASTM D 696-03 Linear Thermal Expansion 9.45×10^{-7} per degree Fahrenheit.

Detectable warning surface tiles shall be suitably packed or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile shall be identified by part number. Protective plastic wrapping shall be removed within twenty-four (24) hours after tiles are installed.

Detectable warning surface installation shall comply with Manufacturer's recommendations.

Detectable warning surface tiles shall be warranted in writing for a period of five (5) years from date of final completion. Guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacturer that shall be proved five (5) days prior to the Pre-Construction Meeting with the truncated dome material submittal.

10.25-3 CONSTRUCTION

10.25-3A General

Curb ramps and island passageways shall comply with Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and current California Building Code requirements.

Existing concrete shall be saw cut to full depth prior to removal and all concrete outside the limits of work shall be protected in place. Any concrete broken outside the limits of work due to Contractor's failure to comply with these requirements shall be removed and replaced at their expense.

Line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this shall consist of a straight line between existing facilities. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet slope requirements as required by the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), and Owner's Standard Plans.

Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of Engineer.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Curing time shall be seventy-two (72) hours.

In certain locations, no horizontal or vertical control shall be provided for the forming and placing of new concrete facilities. It is the responsibility of Contractor to ensure that new concrete facilities are constructed in accordance with the Standard Plans, the Project Plans, as specified in the Standard Specifications and these Technical Provisions.

HMA used for conforms shall be 1/2-inch, Type A and shall comply with these Special Provisions. HMA conform width shall be at least twenty-four (24) inches minimum, and depth shall match existing pavement thickness and no less than six (6) inches. The remaining depth shall be filled with aggregate base compacted to ninety-five percent (95%) relative compaction of additional HMA.

10.25-3B Protection of Existing Facilities

Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After

initial placement, strike off and finishing, the protection shall be removed, and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three (3) feet above the concrete surface. After initial placement, strike off and finishing, the protection shall be removed, and the vertical surfaces cleaned.

10.25-3C Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 95% relative compaction at zero to three percent (0-3%) over optimum as determined by Cal Test 216 and 231. Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

10.25-3D Forming

Wooden forming shall be of two (2)-inch nominal thickness, staked at two (2)-feet intervals. Maximum gap at the bottom of the forms shall be 1-3/4 inches.

Forms will be checked by Engineer prior to concrete delivery to the work site. Contractor shall give Engineer a forty-eight (48) hour notice prior to inspection of concrete.

10.25-3E Tolerances

Maximum variation from design elevation shall not exceed +/- 0.02 foot. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to Engineer forty-eight (48) hours in advance of the work.

When shown in the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this shall be at a straight line between the start and end points of the removal. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet the slope requirements in accordance with the Standard Plans, the Project Plans, as specified in the Standard Specifications and these Technical Provisions.

10.25-3F Placing and Finishing

Concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible.

Workmen will not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

10.25-3G Strike Off, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the Plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

10.25-3H Concrete Protection

Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, Contractor shall make the necessary repairs at its own expense. Repair procedure for damaged or vandalized concrete shall be approved in advance by Engineer.

10.25-3I Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three (3) days after placement. White or clear liquid membrane compound shall be used.

After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. Edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment. Concrete shall be allowed to cure seventy-two (72) hours prior to placement of adjacent asphalt.

10.25-3J Joints

Control joints shall be placed at a maximum spacing of ten (10) feet, score lines no less than five (5) feet and against utility boxes/poles/structure. Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two (2) 1/2" x 18" dowels shall be used with additional dowels placed every twenty-four (24) inches.

Control joints in sidewalks may be made using a tooled joint that shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty (40)-feet intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners that may cause cracking.

10.25-3K Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, Contractor shall clean the work site of all concrete and forming debris. Aggregate base shall be replaced to match the existing base and compacted to ninety-five percent (95%) relative compaction. Pavement shall be restored in accordance with these Special Provisions. A minimum of two (2) lifts shall be used, none of that shall exceed three (3) inches, and the top lift shall be a minimum of 1-1/2 inches thick. Total thickness of the restored pavement shall match the existing pavement section or six (6) inches minimum, whichever is greater.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material, hand-tamped to a finish elevation of 1" min. to 2" max. below the finished concrete surface. The entire parkway shall be left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

All pavement removed to facilitate in concrete form work placement for all valley gutter, curb and gutter construction shall be replaced with full depth HMA to match the existing pavement section or six (6) inches minimum, whichever is greater. Width of HMA conforms shall be twenty-four (24) inches minimum unless otherwise shown on plans.

10.25-3L Curb Ramps

Curb ramps shall be constructed in general conformance with the latest Caltrans Standard Plans A88A or A88B. All curb ramps shall meet current American with Disabilities Act (ADA) guidelines and conform to the Public Right-of-Way Accessibility Guideline (PROWAG) and it shall be the responsibility of Contractor to ensure that curb ramp slopes and dimensions are constructed in accordance with these guidelines.

Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new curb ramp, and installation of detectable warning surface (truncated domes). Truncated dome material shall be Safety Yellow in color. Final determination of constructed curb ramp ADA compliance will be based on current CBC requirements, and curb ramp shall meet current American with Disabilities Act (ADA) guidelines.

At those locations where box lids fall within the area of the detectable warning surface the Contractor shall present solution(s) for installation of truncated domes on the lid surface

such that a continuous field of domes is maintained as specified in the standard specifications. The Engineer will review proposed solutions and approve those method(s) which are found to be suitable prior to implementation by the Contractor.

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Coordination efforts should be made early on in the Contract for those items that may require a long lead-in time or may involve significant interaction with utility company personnel.

10.25-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.26 REPAIR SANITARY SEWER PIPE

10.26-1 GENERAL

10.26-1A Summary

Work shall consist of excavating approximately 8-10 feet below paved surface to the damaged sanitary sewer main to be marked out by the Engineer. Contractor to remove approximately 2-foot damaged section of 6-inch diameter sewer pipe (VCP) and replacing with 6-inch PVC-SDR 26 pipe secured with flexible coupling with stainless steel band. Backfill section in accordance with City Standard Trench Detail ST-610.

10.26-1B Testing & Acceptance

District staff will perform a final video inspection of the sewer repair. Prior to backfill and upon completion of the repair, the Contractor shall coordinate with John Caravallo with the Seaside County Sanitary District at (831) 901-4612 to schedule the video inspection. The Contractor is responsible to correct and repair all damages and defects found during the review of the final video inspection. Damages shall include but not limited to leaks, cracks, unsecured joints, and others which in the opinion of the Engineer are not acceptable and would impair the serviceability of the sewer system.

10.26-2 MATERIALS

Proposed sanitary sewer pipe shall be 6-inch PVC-SDR 26 pipe.

Pipe couplings shall be Gripper Gasket MAXADAPTOR with torque of 80 in/lbs installed. Other pipe couplings may be used if approved by Engineer.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semi-matte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the

pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooths and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.

10.26-3 MEASUREMENT AND PAYMENT

Measure and Payment for Repair Sanitary Sewer Pipe will be on a unit cost basis as identified in the Bid Schedule. Such payment will be considered fully compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Repair Sanitary Sewer Pipe, complete in place including, excavation, shoring, removal, off-haul, disposal of all damaged pipe, aggregate base, compacting subbase materials, HMA, tack coat, and clean-up, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

10.27 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

10.27-1 GENERAL

10.27-1A Summary

Work consists of replacing all existing pavement striping and markings, placing temporary striping, and making modifications indicated on the Plans and in the specifications.

Thermoplastic traffic stripes (traffic lines), painted traffic stripes, and pavement markings shall conform to the provisions in Sections 84-1, "General" and 84-2, "Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Pavement Markers shall conform to the provisions in Section 81-3 "Pavement Markers", of the Standard Specifications and these Special Provisions.

10.27-2 MATERIALS

10.27-2A General

10.27-2B Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD. Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247.

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the Plans.

10.27-2C Paint

Paint for traffic stripes, pavement markings and red, blue, yellow, green and white curb paint shall comply with Section 84-2.02C, "Paint", of the Standard Specifications and these Special Provisions at the locations shown on the plans and as directed by the Engineer.

White and Yellow paint shall be Waterborne Traffic Line conforming to the requirements of Department of Transportation Specification PTWB-01R2.

10.27-2D Curb Paint

Paint shall be Ennis Flint Standard Fast Dry Waterborne Traffic Paint or an approved equivalent. If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length. All existing curb paint shall be removed prior to application of new paint.

Color codes for Ennis Flint are as follows:

- Red 985204
- White 985201
- Blue 985205
- Yellow 985202
- Green 985206

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive curb paint. Application shall consist of two separate coats of traffic paint of the appropriate color applied to the face and top of the curb. Paint shall be used at its manufactured consistency.

10.27-2E Glass Beads

Glass beads applied to molten thermoplastic material shall be Type 2 beads complying with AASHTO M247. Glass beads shall have a coating that promotes adhesion of the beads to thermoplastic.

A certificate of compliance and test results for each lot of beads shall be submitted by Contractor specifying the E.P.A. test methods used and tracing the lot to the specific test sample. Testing for lead and arsenic content shall be performed by an independent testing laboratory.

10.27-2F Raised Pavement Markers (RPMs)

RPMs shall comply with Section 81-3.02C "Retroreflective Pavement Markers", of the Standard Specifications and these Special Provisions RPMs shall be placed to the line established by Contractor and approved by Engineer, that shall consist of temporary painted line or new or existing stripes, one for each line of markers. All additional work necessary to establish satisfactory lines for RPMs shall be performed by Contractor.

RPMs shall be cemented to the pavement using a hot melt bituminous adhesive. Materials used in hot-melt bituminous adhesives shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199. Hot-melt bituminous adhesive material, when homogeneously mixed with filler material, shall conform to the Standard Specifications.

Bituminous adhesive shall be heated indirectly as an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by Manufacturer and shall not be applied at temperatures greater than 425°F nor less than 375°F.

RPMs shall be placed in position and pressure applied until firm contact is made with the pavement immediately after application of the adhesive.

A certificate of compliance shall be submitted by Contractor for each type of RPM used.

10.27-3 CONSTRUCTION

10.27-3A General

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

10.27-3B Existing Striping and Markings

Traffic striping and pavement markings shall be replaced within the limit of pavement rehabilitation and, if necessary, carried fifty (50) feet into the cross street onto pavement that is not being replaced. Methods of application of traffic striping, curb and pavement markings, and pavement markers shall conform to Section 314, "Traffic Striping, Curb and Pavement Markings, and Pavement Markers," of Standard Specifications, manufacturer's requirements, and these Special Provisions.

Contractor shall be responsible for verifying the proposed Striping Plan with Engineer and establishing dimensions for lane widths and all other features existing or shown on the Plans prior to removing, obliterating, covering any existing striping, or starting work on the affected street. For crosswalks, Contractor shall mark on the curb face a point, showing where the extension of the crosswalk intersects, to ensure that the crosswalk alignment shall be installed to pre-existing conditions. Verified and dimensioned Striping Plan must be submitted to Engineer and approved prior to commencing any striping and marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by Contractor. Owner will not provide any assistance, information, or materials to Contractor. It shall be entirely the responsibility of Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by Engineer, shall be the responsibility of Contractor.

In areas where existing striping must be changed to conform to revised striping pattern, conflicting striping shall be removed by sandblasting, grinding, or other methods as specified in Standard specifications or as approved by Engineer. In areas to be overlaid, Contractor must remove all existing thermoplastic striping and raised pavement markers. This shall include striping outside the limits of work as necessary. If only a portion of a crosswalk is damaged or obliterated, both lines of the crosswalk shall be completely replaced. Temporary yellow marking tape shall be used to denote school crosswalks.

When Contractor's work removes or reduces the visual appearance of a lane line or centerline, Contractor shall replace all striping between the adjacent intersection in both directions. Where a median exists, this work shall be required only in the roadway where the work occurred, unless a detour that altered the pavement markings occurred in the other roadway. In this case the striping will be replaced in both directions.

10.27-3C Cat Tracking/Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, "Construction", of the Standard Specifications and as modified below.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement marking shall be performed by Contractor. Owner will not provide any assistance, information, or materials to Contractor. It shall be entirely Contractor's responsibility to perform.

Contractor shall layout the traffic striping and marking pattern with temporary "cat track" striping after the construction is completed and before the roadway is made available for use by traffic. Contractor shall be responsible for the maintenance of temporary striping until the completion of final striping and marking operations. Tabs for all lane lines, centerlines, crosswalks, and limit lines shall be the same color as the striping being replaced. Tabs shall be 2" x 3-1/2" and have a reflective lens across the width of the marker.

Contractor shall physically tie down the location of the beginning and end of each paint or thermoplastic marking type on the adjacent curb top. This marking shall not exceed fifty (50) square inches each. Any locations exceeding fifty (50) square inches shall be removed prior to acceptance of the work. Cat tracking for layout of striping and pavement markings shall consist of stretching a rope on a straight line between control points, on tangent alignment, and on a true arc through control points on curved alignment and placing spots of paint along the rope.

Temporary tab markers shall be placed not more than twelve (12) feet apart on curves nor more than twenty-four (24) feet apart on straight segments. Temporary tab markers shall match the color of the traffic stripes being replaced.

Prior to application of permanent stripes and markers, Contractor shall call for a review and approval of the proposed striping by Owner Engineer or Agent. Owner will have the right to make changes in the location and alignment of line stripes. Striping shall not be applied until approval is granted. Three (3) days will be allowed for review by Owner.

Multiple mobilizations of the striping crews and equipment may be required throughout the Project.

Contractor shall provide temporary striping per the final Striping Plan on cold planed surfaces where existing lane lines have been obliterated and on HMA surface course. Black out will not be allowed. Cat tracking must be provided on the same day as the surface course. If Contractor does not follow the final layout, Owner may require Contractor to re-apply the treatment.

Contractor shall replace all striping that has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street, even in the event that Contractor's work may not extend that far. Crosswalks shall be completely repainted, even if only a portion of a line has been obliterated.

When Contractor's work removes or reduces the visual appearance of a lane, centerline, stop bar, limit line, crosswalk, etc., Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work shall be required only in the roadway where the work has occurred unless a detour that altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

10.27-3D Pavement Stencils

Pavement stencils shall conform to Caltrans Standard Plans and Details.

10.27-3E Reflective and Raised Pavement Markers

Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the Plans or modified herein.

10.27-3F Pavement Delineation - Thermoplastic

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as agreed upon by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 85, "Pavement Markers"; and the Special Provisions.

10.27-3G Pavement Markers

Pavement Markers shall be placed to the line established by Contractor and approved by Engineer. Line shall consist of temporary painted line or new or existing stripes. One for each line of markers. All additional work necessary to establish satisfactory lines for markers shall be performed by Contractor.

Increases or decreases of more than 25% shall not apply to Contractor items involving striping and pavement markers.

Hot-melt adhesive shall be capable of bonding ceramic and plastic pavement markers to PCC and HMA when the roadway surface and pavement marker temperatures are in the range of 40°F to 160°F. Compositions must be such that their properties will not deteriorate when heated to and applied at temperatures up to 425°F using either air or oil-jacked melters.

Materials used in hot-melt bituminous adhesives shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199.

Markers shall not be placed when the pavement or air is less than 50°F. Blast cleaning shall be required. When bituminous adhesive is used for the placement of pavement markers, traffic control shall conform to the requirements of "Traffic Control" in these Special Provisions.

10.27-3H Cleanup

Upon completion of installing of traffic striping, pavement markings, raised pavement markers, and curb paint, Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, tracked thermoplastic materials and curb markings, all of that shall be removed immediately from the pavement surface by methods approved by Engineer.

10.27-3I Equipment

On collectors, pavement striping shall be applied with a full-sized striping truck and shall be equipped with a data logger system that shows the actual material application rate and film thickness.

10.27-3J Schedule

Temporary striping shall be placed on the same day that existing traffic striping and markings are removed and the same day that new pavement surface is placed.

Finished striping and marking shall not be applied until 14 calendar days after construction has been completed and shall be applied within five (5) working days after the initial 14 days unless otherwise directed by Engineer.

Liquidated damages of \$250 per street per each day or part thereof will be applied for failure to comply with the requirements of temporary or permanent installation of traffic striping, pavement markings, or RPMs.

10.27-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.28 ROADSIDE SIGNS AND OBJECT MARKERS

10.28-1 GENERAL

10.28-1A Summary

Work consists of salvaging, removing, replacing, and installing roadside signs, posts, and pedestrian barricades, or making modifications as shown on the Plans and in the Specifications. Unless otherwise specified signs shall conform to the California MUTCD. Each sign shall consist of a base, standard or framework, and a sign panel. Sign units shall be capable of being delivered to the work site and placed into immediate operation. Object markers shall conform to the California MUTCD.

10.28-1B Submittals

Contractor shall submit material data sheets for the following: signs, posts, mounting sleeves, and setting grout.

10.28-2 MATERIAL

10.28-2A General

10.28-2B Concrete

Concrete for sign post foundation shall be 2500 psi concrete, either prepackaged or ready mix.

10.28-2C Grout

Post-setting grout at sleeves shall be by an approved manufacturer.

10.28-2D Posts

Posts for roadside signs shall conform to State Standard Plan RS1 and RS4. Posts shall be 12-gage galvanized steel, 2 inch diameter round poles.

10.28-2E Mounting Sleeves

Mounting sleeves shall be 12-gage galvanized steel, 2.5 inch diameter. Roadside signs shall be installed with galvanized fastening hardware to poles at the locations shown on the Plans and as directed by Engineer.

10.28-2F Signs

Sign panels shall be fabricated from 1/16-inch minimum thickness aluminum and have High Intensity Prismatic (HIP) sheeting meeting current MUTCD retro-reflectivity requirements. New signs shall match existing panel sizes and shall have the manufacture date stamped on the lower back in a manner that is clearly visible after installation.

Temporary and permanent signs shall be free of blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of twenty-five (25) feet. Face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. Front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive overspray, and aluminum marks.

Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

10.28-3 CONSTRUCTION

10.28-3A General

10.28-3B Removal

Where specified on the Plans, Contractor shall remove existing signs. Contractor shall verify if pole can be reused at the same location for installation of new signs. If not, removal shall include sign, pole, and buried concrete pole base. Contractor shall backfill void with topsoil in landscape areas and aggregate base or controlled density fill (CDF) under pavement areas. For removal of post embedded in concrete facility, Contractor shall cut post flush with surface and fill void with non-shrink grout.

10.28-3C Post Foundations

Contractor shall install signs square and plumb. Where possible, Contractor shall align sign posts in a straight continuous line. Sleeve shall extend four (4) inches above top of finish concrete elevation.

10.28-3D Landscape Area

Post holes shall be eight (8) inches in diameter and thirty (30) inches deep. Concrete shall be thoroughly mixed to four (4)-inch maximum slump. Contractor shall place concrete to the surface of the turf or mulch. Contractor shall even up vertical edges with trowel at least two (2) inches below top. Contractor shall finish top of concrete with trowel and slope away from pole. Medium broom finish shall be applied to exposed concrete base.

10.28-3E Sidewalk and Concrete Areas

Contractor shall core 8-inch diameter hole thirty (30) inches deep. Concrete shall be mixed thoroughly to 4-inch maximum slump. Contractor shall finish top of concrete even with existing concrete, to match existing finish.

10.28-3F Post Installation

Contractor shall install post in mounting sleeve so bottom of post is six (6) inches from top of sleeve. Contractor shall rivet post to mounting sleeve or bolt using tamper-proof bolts.

10.28-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.29 FINAL CLEANUP

10.29-1 GENERAL

10.29-1A Summary

Before final inspection of the work, Contractor shall clean the work and all ground occupied by Contractor in connection with the work, or all rubbish, excess materials (including liquid asphalt), and equipment.

10.29-2 MEASUREMENT AND PAYMENT

Measurement and Payment for Final Cleanup shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed, therefor.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: September 10, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING A CONTRACT WITH
MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT
TO EXCEED \$44,000.00 FOR REPAIR OF A SEWER MAIN ON
BROADWAY AVENUE NEAR TERRACE STREET**

PURPOSE

The purpose of this item is to retain Monterey Peninsula Engineering for repair of a sanitary sewer main on Broadway Avenue approximate 66 feet east of the intersection of Terrace Street.

RECOMMENDATION

It is recommended that the District Board adopt a resolution authorizing the District Manager to execute a construction services agreement with Monterey Peninsula Engineering for an amount not to exceed \$44,000.00 for sewer repair on Broadway Avenue at Terrace Street.

BACKGROUND

The District crews discovered a damaged segment of the sanitary sewer main on Broadway Avenue near the intersection of Terrace Street. A video inspection of the 8-inch main revealed portions of the top and sides of the main are missing and need to be replaced.

The particular segment of sewer main that requires replacement is at a depth of approximately 6 feet, exceeding the resources and capabilities of the District to repair. District staff solicited informal proposals from three local contractors. Monterey Peninsula Engineering submitted a proposal to repair the sewer main on Broadway Avenue near Terrace Street for an amount not to exceed \$44,000.00. Monterey Peninsula Engineering is the lowest bidder and have the resources necessary to repair the sewer main. The proposed scope of work and budget are reasonable.

ENVIRONMENTAL

The project consists of repairs to existing sanitary sewer infrastructure. Title 14, California Code of Regulations section 15300.2 does not apply and, in accordance with Section 15301 "Existing Facilities", the proposed project is Categorical Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The contractor services agreement with Monterey Peninsula Engineering is for an amount not to exceed \$44,000.00. It is appropriate to establish a 20% contingency applied to the estimated sum to accommodate unforeseen circumstances that should arise. The proposed cost is \$44,000.00 plus contingency, for a possible total project cost of \$52,800.00. The Sewer Main Replacement account (953-8820-9215) remaining budget is \$345,758.65, therefore there are sufficient funds available in the budget to support the construction services agreement as described above.

ATTACHMENTS

1. Resolution
2. Contractor Services Agreement

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE DISTRICT BOARD OF THE SEASIDE COUNTY
SANITATION DISTRICT**

**APPROVING A CONTRACTOR SERVICES AGREEMENT WITH MONTEREY
PENINSULA ENGINEERING FOR THE REPAIR OF A SEWER MAIN ON
BROADWAY AVENUE AT TERRACE STREET FOR AN AMOUNT NOT TO EXCEED
\$44,000.00**

WHEREAS, the District crew discovered a segment of a damaged eight-inch sewer main on Broadway Avenue near Terrace Street requiring repair; and

WHEREAS, District staff requested proposals from local contractors to perform repair of the sewer main; and

WHEREAS, Monterey Peninsula Engineering submitted a proposal to perform the construction services to repair the eight-inch sewer main on Broadway Avenue near Terrace Street in the amount of \$44,000.00; and

WHEREAS, the District has determined that the proposal and budget are reasonable; and

WHEREAS, a contingency of 20%, equal to \$8,800.00, is appropriate for the nature of the proposed work; and

WHEREAS, the Sewer Replacement account No. 953-8820-9215 has sufficient funds to accommodate the costs of the sewer repair; and

WHEREAS, the District finds the exceptions of Title 14, California Code of Regulations section 15300.2 do not apply and in accordance with Section 15301 "Existing

Facilities”, the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED, that the District Board of the Seaside County Sanitation District Board authorizes the District Manager to execute the contractor services agreement with Monterey Peninsula Engineering for an amount not to exceed \$44,000.00 and written change orders such that the total amount of the agreement does not exceed \$52,800.00 to provide construction services to repair the sewer main on Broadway Avenue near Terrace Street.

PASSED AND ADOPTED at a regular meeting of the District Board of the Seaside County Sanitation District duly held on the 10th day of September 2024, by the following vote:

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

APPROVED:

Jerry Blackwelder, Chair

ATTEST:

Dominique L. Davis, District Clerk

APPROVED TO FORM:

Reed W. Gallogly, District Counsel



**SEASIDE COUNTY SANITATION DISTRICT
AGREEMENT FOR CONTRACTOR SERVICES
SEWER MAIN REPAIR – BROADWAY AVE. AT TERRACE ST.**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of September 10, 2024, between the Seaside County Sanitation District (DISTRICT/AGENCY) and Monterey Peninsula Engineering, a partnership, ("Contractor") whose current and valid Contractor's License #972425 as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 10, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid Seaside City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of DISTRICT, each in the amount of one hundred percent (100%) of the value of the contract.

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

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of DISTRICT's Request for Proposal, Exhibit A hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit B hereto. In the event of conflict, the requirements of DISTRICT's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

6. DISTRICT MANAGEMENT

DISTRICT Engineer shall represent DISTRICT in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including

the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. The DISTRICT Manager, shall be authorized to act on DISTRICT's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) DISTRICT agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed FORTY FOUR THOUSAND DOLLARS (\$44,000.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The DISTRICT Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require DISTRICT Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have DISTRICT Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the DISTRICT disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

DISTRICT shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by DISTRICT for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the DISTRICT shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the DISTRICT. Upon termination of the Agreement

pursuant to this Section, the Contractor will submit an invoice to the DISTRICT pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, DISTRICT shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the DISTRICT Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, DISTRICT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by DISTRICT that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records at 192 Healy Avenue, Marina CA 93933 and shall permit DISTRICT to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the DISTRICT office located at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of DISTRICT and may be used, reused, or otherwise disposed of by DISTRICT without the permission of Contractor. With respect to computer files, Contractor shall make available to DISTRICT, at DISTRICT's office and upon reasonable written request by DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless DISTRICT and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless DISTRICT, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of DISTRICT to monitor compliance with these requirements imposes no additional obligations on DISTRICT and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend DISTRICT as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of DISTRICT under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless DISTRICT for liability attributable to the active negligence of DISTRICT, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where DISTRICT is shown to have been actively negligent and where DISTRICT's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of DISTRICT.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all

defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend DISTRICT against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of DISTRICT's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to DISTRICT a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, DISTRICT shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of DISTRICT. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be DISTRICT's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the DISTRICT upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the DISTRICT or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the DISTRICT or the study area prior to the completion of the work under this Agreement.

If DISTRICT determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with DISTRICT disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same

or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without DISTRICT's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the DISTRICT Manager or unless requested by the DISTRICT Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the DISTRICT. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives DISTRICT notice of such court order or subpoena.

(b) Contractor shall promptly notify DISTRICT should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the DISTRICT. DISTRICT retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by Contractor. However, DISTRICT's right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DISTRICT:

Seaside County Sanitation District
440 Harcourt Ave
Seaside, CA 93955
Attention: District Clerk

To Contractor:

Monterey Peninsula Engineering
192 Healy Avenue
Marina, CA 93933
Attn: Peter Bruno, Project Manager

22. THIRD PARTY BENEFICIARIES

Sewer Main Repair
Broadway Ave. at Terrace St.
Page 8

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the DISTRICT. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

DISTRICT and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the DISTRICT. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

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

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between DISTRICT and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither DISTRICT nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

SEASIDE COUNTY SANITATION DISTRICT

CONTRACTOR

By: _____
Craig Malin, Interim District Manager

By: _____

Name: _____

Date: _____

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Contractor Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A
SANITARY SEWER PIPE REPAIR
SCOPE OF WORK

General Description of Work

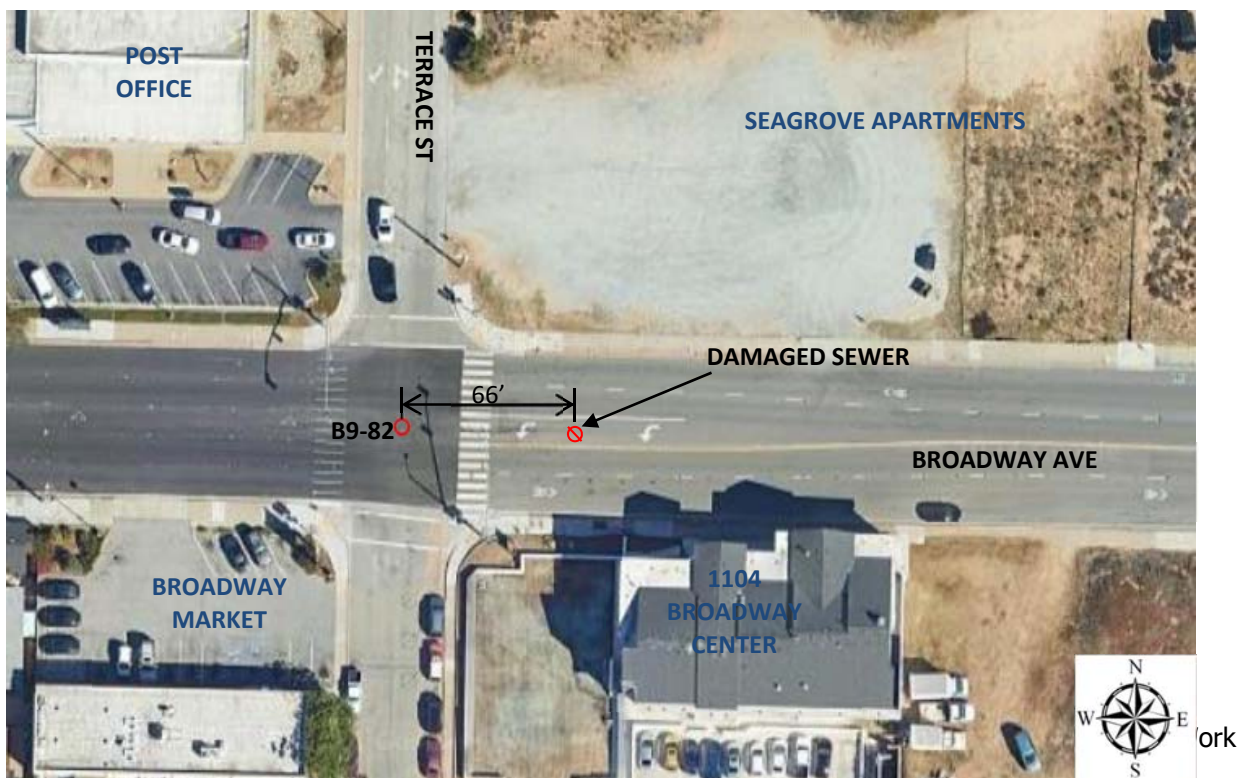
Remove and replace approximately 4-6 linear feet of 8-inch diameter sanitary sewer main (VCP) at an approximate depth of 6.25 feet below paved surface. Work located in the westbound left turn lane on Broadway Avenue approximately 66 feet east from the manhole (B9-82; Elevation=47.31 Depth=6.55 Invert=40.77) at the intersection of B roadway Ave. and Terrace St. in the City of Seaside.

Contractor shall furnish all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Repair Sanitary Sewer Pipe, complete in place including, excavation, shoring, sewage diversion, removal, off-haul, disposal of all damaged pipe, aggregate base, compacting subbase materials, HMA, tack coat, and clean-up. Contractor must obtain a City of Seaside Business License, an encroachment permit, and pay all applicable fees prior to commencing work.

Work shall include:

1. Traffic control to be in conformance with California Manual of Uniform Traffic Control Devices submitted with encroachment permit.
2. Determine limits of removal, remove existing damaged sanitary sewer main pipe and replace with new pipe segment approximately 4' to 6' in length per the attached specification 10.26 Repair Sanitary Sewer Pipe.
3. Furnish, place, and use CDF backfill per the City of Seaside Trench Detail ST-610. (Provide unit cost for CDF)
4. Furnish, place and compact 15" of aggregate base and 5.5" of HMA over aggregate base per Asphalt Restoration Details ST-640, ST-650, ST-660.
5. Clean up and dispose of debris caused by work operations.

Proposed location:



10.26 REPAIR SANITARY SEWER PIPE

10.26-1 GENERAL

10.26-1A Summary

Work shall consist of excavating ~~approximately 8 feet~~ below paved surface to the damaged sanitary sewer main to be marked out by the Engineer. Contractor to remove ~~approximately 4 to 6 feet~~ damaged section of 8-inch diameter sewer pipe (VCP) and replacing with 8-inch PVC-SDR 26 pipe secured with flexible coupling with stainless steel band. Backfill section in accordance with Seaside Standard Trench Detail ST-610 and Seaside Standard Asphalt Restoration ST-640, ST-650, & ST-660.

10.26-1B Testing & Acceptance

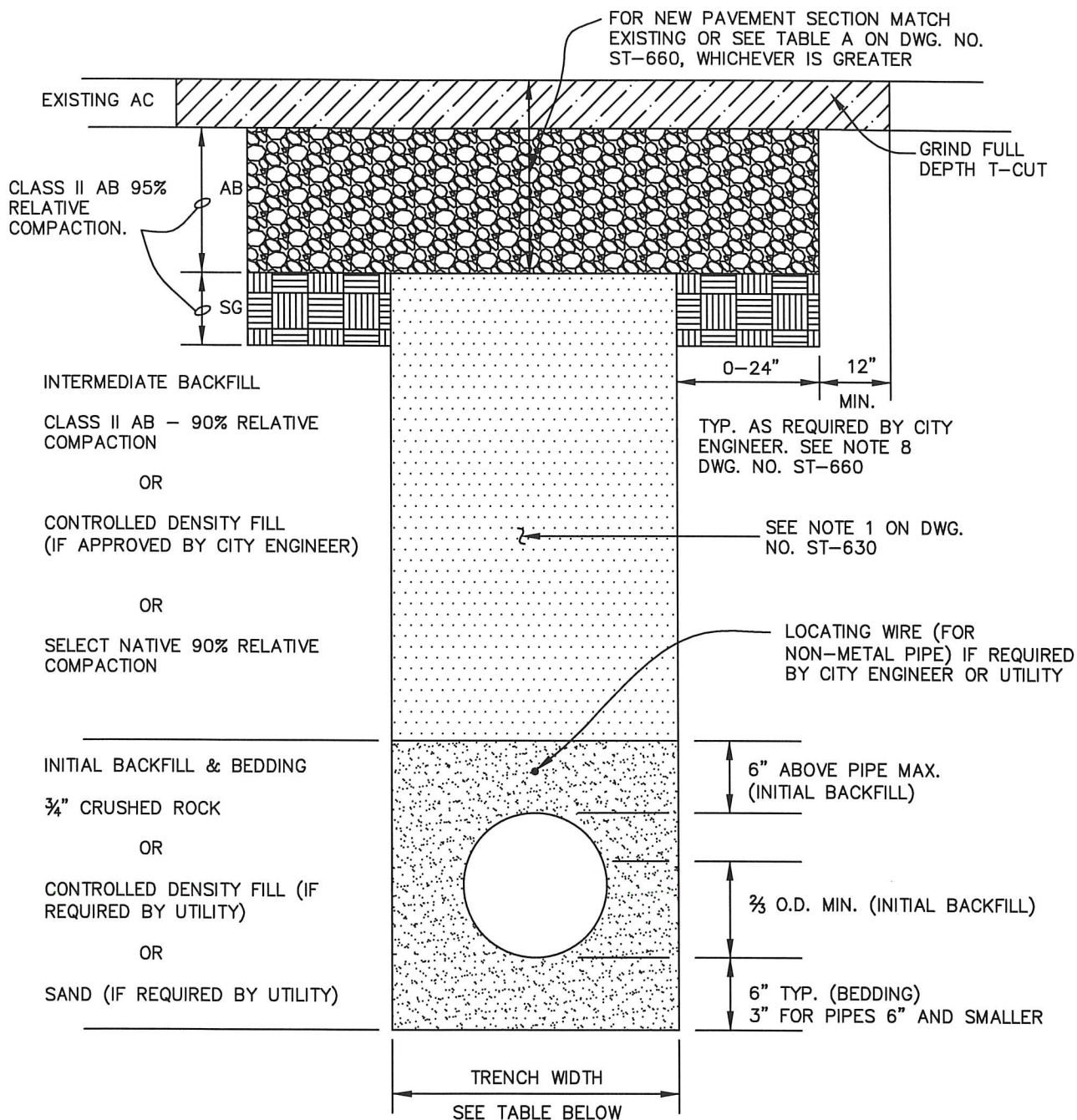
District staff shall perform a final video inspection of the sewer repair. Prior to backfill and upon completion of the repair, the Contractor shall coordinate with John Caravallo with the Seaside County Sanitary District at (831) 901-4612 to schedule the video inspection. The Contractor is responsible to correct and repair all damages and defects found during the review of the final video inspection. Damages shall include but not limited to leaks, cracks, unsecured joints, and others which in the opinion of the Engineer are not acceptable and would impair the serviceability of the sewer system.

10.26-2 MATERIALS

Proposed sanitary sewer pipe shall be 8-inch PVC-SDR 26 pipe.

Pipe couplings shall be Gripper Gasket MAXADAPTOR with torque of 80 in/lbs installed. Other pipe couplings may be used if approved by District Engineer.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semi-matte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooths and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal. Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet. Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources. The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.



NOTE: IF ROADWAY HAS EXISTING AC OVER CONCRETE, TRENCH RESTORATION SHALL BE DETERMINED BY THE CITY ENGINEER.

TYPE 1

ASPHALT CONCRETE PAVED STREETS

CONDUIT SIZE	LESS THAN 6"	6" TO 24"	OVER 24" TO 60"	OVER 60"
TRENCH WIDTH	O.D. + 12"	O.D. + 24"	O.D. + 24"	O.D. + 24"

FOR PIPES WITH MORE THAN 36" OF COVER, THE AGENCY ENGINEER MAY ALLOW A REDUCED TRENCH WIDTH INCLUDING A CHANGE TO A SELF-COMPACTING ENGINEERED TYPE OF INITIAL BACKFILL MATERIAL.



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-610**

APPROVED: *[Signature]*

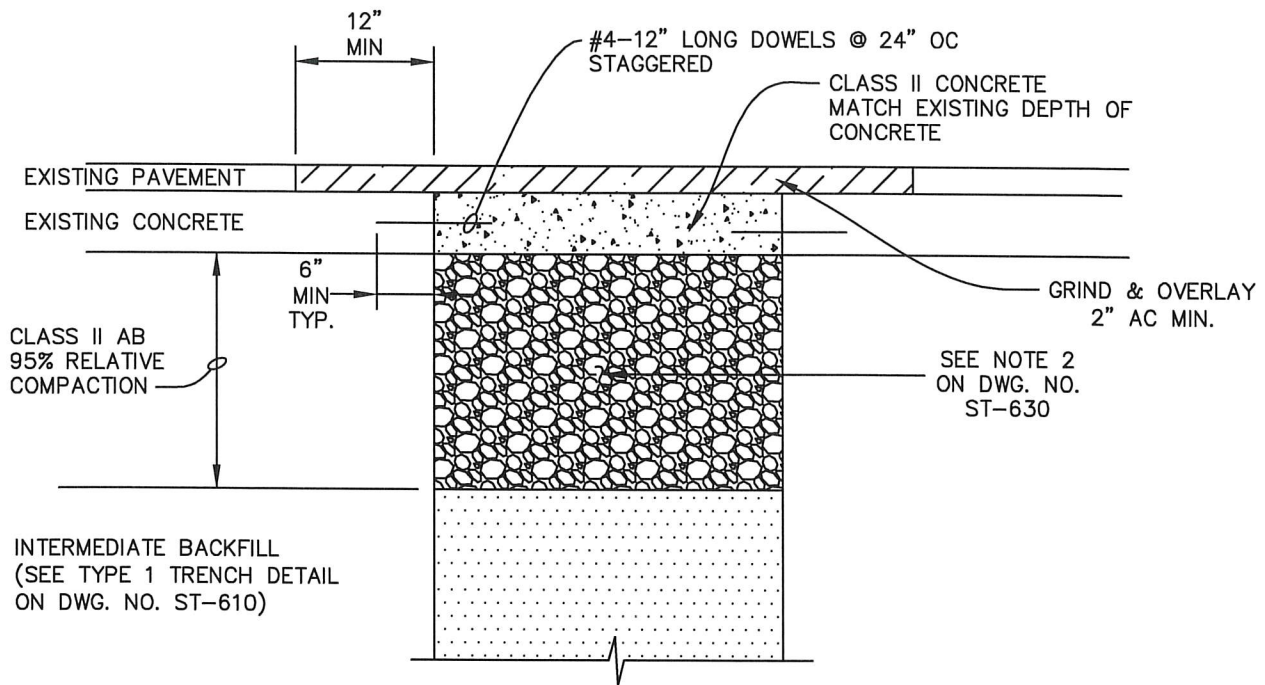
Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

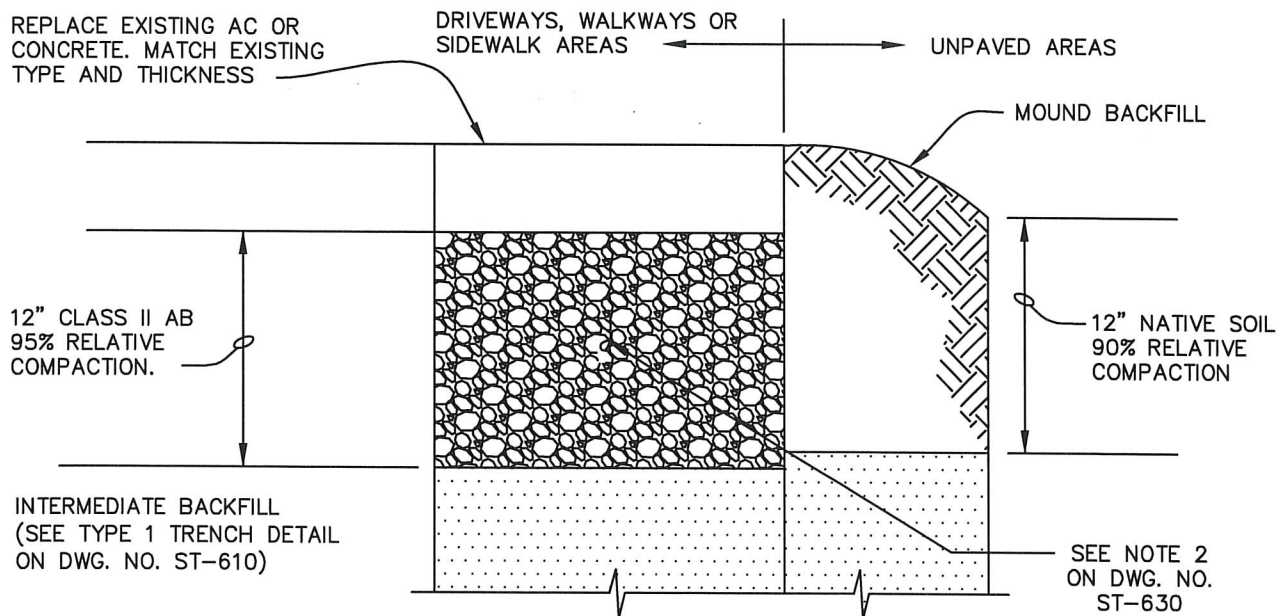
TRENCH DETAILS

SHEET 1 OF 3

CITY COUNCIL RESOLUTION NO:



TYPE 2
ASPHALT OVER CONCRETE PAVED STREETS



NOTE: FOR TRENCHES IN UNPAVED SHOULDERS, TOP 12" SHALL BE CLASS II AB 95% RELATIVE COMPACTION.

TYPE 3
AREAS OTHER THAN STREETS IN
THE PUBLIC RIGHT OF WAY



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-620**

APPROVED: *[Signature]*

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

TRENCH BACKFILL & RESURFACING

SHEET 2 OF 3

CITY COUNCIL RESOLUTION NO:

MATERIAL AND COMPACTION REQUIREMENT FOR TRENCH BACKFILL

1. INTERMEDIATE BACKFILL SHALL BE CLASS II AGGREGATE BASE. SUITABLE NATIVE OR IMPORTED GRANULAR MATERIAL MAY BE USED IF ALLOWED BY CITY ENGINEER. RELATIVE COMPACTION SHALL BE AT LEAST 90%.
2. CLASS II AGGREGATE BASE SHALL CONFORM TO THE STATE STANDARD SPECIFICATIONS. MINIMUM RELATIVE COMPACTION SHALL BE 95%. IF PAVEMENT HAVING A STRUCTURAL SECTION GREATER THAN 15" IS CUT, ADDITIONAL BASE MATERIAL MAY BE REQUIRED BY THE CITY ENGINEER. BASE SHALL BE PLACED AND COMPACTED PRIOR TO PLACING OF TEMPORARY PAVING.
3. TESTING OF MATERIALS AND PERFORMANCE SHALL BE IN CONFORMANCE WITH THE METHODS STATED IN THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, EXCEPT THAT RELATIVE COMPACTION MAY BE TESTED BY AASHTO METHOD T180, ASTM D-1557, OR TEST METHOD CALIF. 231 (NUCLEAR DENSITOMETER).
4. PLACE AC IN 3" MAX, LIFTS, EXCEPT FINAL LIFT SHALL BE 2 1/2" MAX. ADDITIONAL THICKNESS AND LIFTS OF ASPHALT CONCRETE MAY BE REQUIRED TO MATCH EXISTING STRUCTURAL SECTION ON MAJOR ROADS, OR PER LOCAL JURISDICTION REQUIREMENTS.
5. "JETTING" OF BACKFILL MATERIAL IS NOT PERMITTED.
6. THE USE OF PEA GRAVEL (OR SIMILAR ROUNDED AGGREGATE), IS NOT PERMITTED.
7. THE USE OF CONTROLLED DENSITY FILL (CDF) SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT. IF CDF IS USED TRENCH PLATES MUST BE USED AND PERMANENT PAVEMENT MUST BE PLACED WITHIN 24 HOURS.
8. TRENCH EDGES SHALL BE TRIMMED TO A NEAT LINE AS REQUIRED BY THE CITY ENGINEER. TRIMMING SHALL BE BY ROTARY GRINDER. TRENCH LINES SHALL HAVE THE LEAST AMOUNT OF JOGS AND REMAIN LINEAR AS MUCH AS POSSIBLE. REFERENCE DRAWING NO. ST-640 & ST-650.
9. THE SURFACE COURSE OF TRENCH RESTORATION SHALL EXTEND TO THE LIP OF GUTTER IF THE EDGE OF TRENCH IS WITHIN 4' OF THE LIP OF GUTTER, AND TO THE EDGE OF PAVEMENT IF THE EDGE OF TRENCH IS WITHIN 4' OF AN UNPAVED SHOULDER.
10. CONTRACTOR MUST SHORE ALL TRENCHES IN CONFORMANCE WITH OSHA AND STATE SAFETY STANDARDS.
11. ALL HOT MIX ASPHALT (HMA) MATERIAL, METHODS AND TOLERANCES SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-630**

APPROVED: 

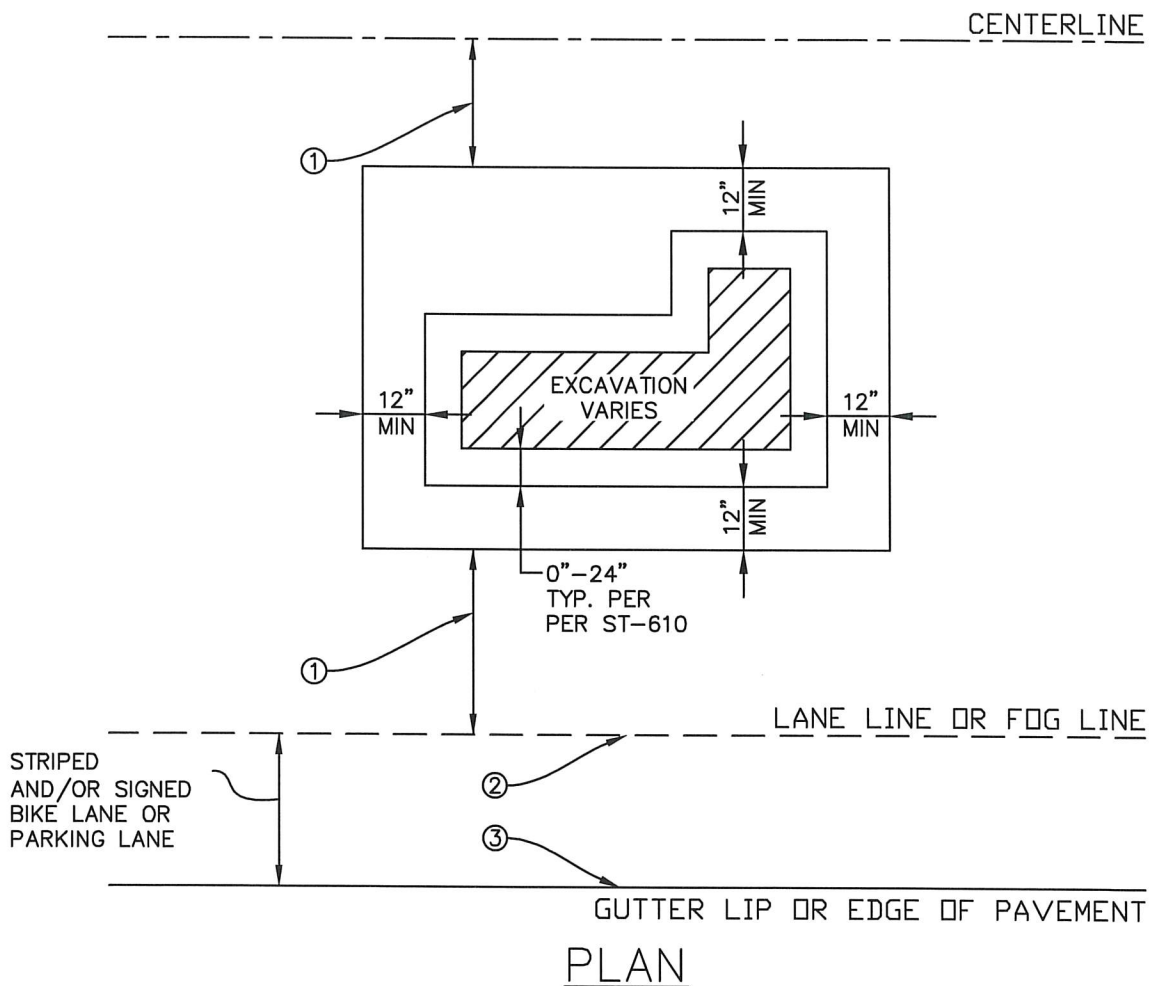
Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

TRENCH NOTES

SHEET 3 OF 3

CITY COUNCIL RESOLUTION NO:



NOTES:

- ① FOR TRENCH REPAIRS IN THE VEHICLE WHEEL PATH, THE RESTORATION SHALL BE EXTENDED TO THE LANE LINE OR CENTER OF LANE WHICHEVER IS CLOSER, IN ACCORDANCE WITH MINIMUM T-CUT DIMENSIONS SHOWN ON DRAWING ST-610.
- ② IF THE LIMITS OF RESTORATION ENTER A STRIPED AND/OR SIGNED BIKE LANE AND OR PARKING LANE, THE RESTORATION SHALL BE EXTENDED TO COVER THE ENTIRE BIKE LANE AND OR PARKING LANE WIDTH.
- ③ IF THE LIMITS OF EXCAVATION ARE WITHIN 4 FT OF THE GUTTER LIP OR EDGE OF PAVEMENT, THE RESTORATION SHALL BE EXTENDED TO THE GUTTER LIP OR EDGE OF PAVEMENT.

LEGEND:

- - - - - CENTERLINE
 - - - - - LINE LANE, PARKING LANE OR FOG LINE
 _____ GUTTER LIP OR EDGE OF PAVEMENT
 → DIRECTION OF TRAVEL



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-640**

APPROVED: *[Signature]*

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

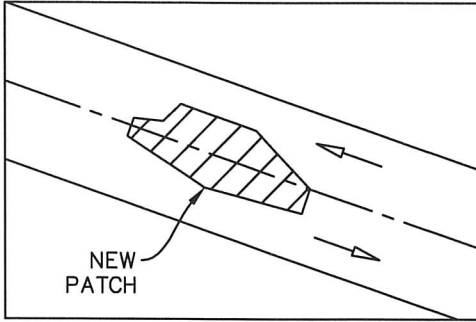
ASPHALT RESTORATION

SHEET 1 OF 3

CITY COUNCIL RESOLUTION NO:

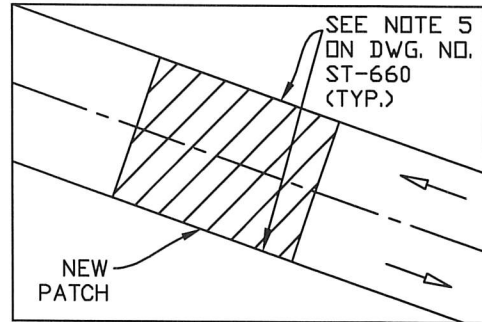
NOT ACCEPTABLE

CASE
A



PLAN

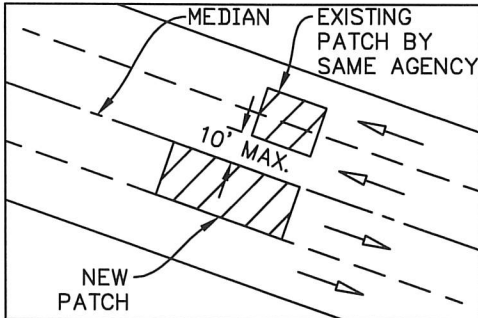
ACCEPTABLE



NOTE: REFER TO DRAWING NO. ST-660

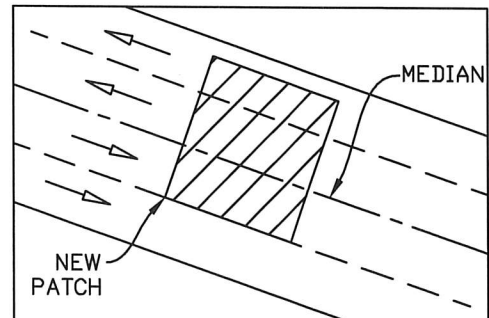
NOT ACCEPTABLE

CASE
B



PLAN

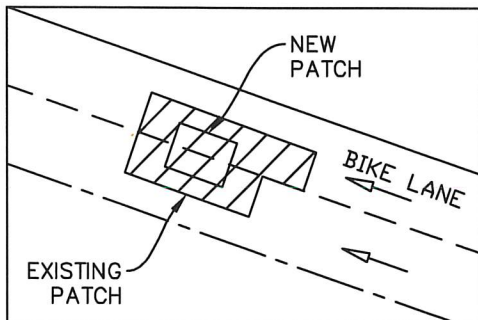
ACCEPTABLE



NOTE: REFER TO DRAWING NO. ST-660 (NOTE 2)

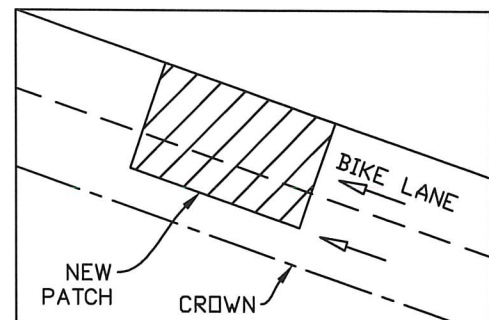
NOT ACCEPTABLE

CASE
C



PLAN

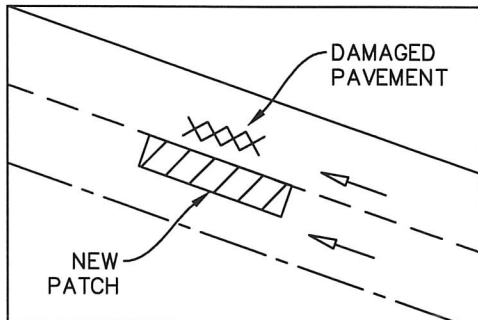
ACCEPTABLE



NOTE: REFER TO DRAWING NO. ST-660 (NOTE 3)

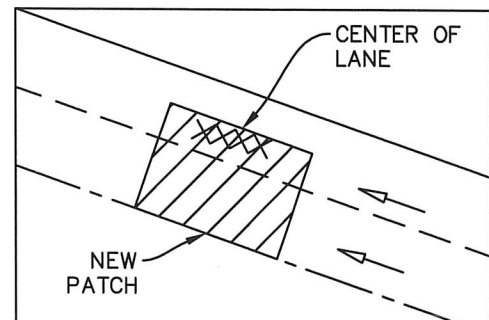
NOT ACCEPTABLE

CASE
D



PLAN

ACCEPTABLE



NOTE: REFER TO DRAWING NO. ST-660
NOTE 4 & NOTE 5

*SEE DWG. NO. ST-640 FOR LINE TYPE LEGEND.



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-650**

APPROVED: *[Signature]*

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

ASPHALT RESTORATION

SHEET 2 OF 3

CITY COUNCIL RESOLUTION NO:

RESTORATION OF ASPHALT REQUIREMENTS

NOTES:

- ① EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC. DO NOT CONSTRUCT FINAL RESTORATION PATCHES WITH ANGLED SIDES AND IRREGULAR SHAPES.
- ② IF A PROPOSED CUT IS WITHIN 10 FT OF AN EXISTING PATCH ORIGINALLY PERFORMED BY THE SAME AGENCY, EXTEND THE FINAL RESTORATION TO THE EXISTING PATCH (FOR BELL HOLE OR TRENCH NO GREATER THAN 10 FT LONGITUDINAL).
- ③ IF A NEW PATCH IS DONE WITHIN AN EXISTING PATCH, THE BOUNDARIES OF THE FINAL RESTORATION FOR THE PATCHES SHALL COINCIDE.
- ④ IF A SECTION OF PAVEMENT IS DAMAGED DURING CONSTRUCTION, THE FAILED AREA SHALL BE REMOVED TO SOUND PAVEMENT AND PATCHED. IF THAT DAMAGED AREA IS WITHIN 10 FT OF THE NEW PATCH, THE FINAL RESTORATION OF THE PATCHES SHALL COINCIDE.
- ⑤ LIMITS OF FINAL PAVEMENT RESTORATION TO STOP AT ONE OF THE FOLLOWING LOCATIONS: CENTER OF LANE, TRAVEL LANE LINE, BIKE LANE LINE, PARKING LANE, ISLAND CURB/GUTTER, EDGE OF ROADWAY PAVEMENT CURB/GUTTER. NO PAVING JOINTS SHALL BE ALLOWED IN A VEHICULAR WHEEL PATH.
- ⑥ STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 1 FT BEYOND THE EDGE OF TRENCH. PLATES SHALL HAVE NONSKID ABRASIVE SURFACE PER CALTRANS SPECIFICATIONS 75-1.03F, AND COUNTER-SINKING MAY BE REQUIRED WHEN DEEMED NECESSARY BY CITY ENGINEER.
- ⑦ COLD MIX AC SHALL NOT BE USED EXCEPT WHEN PRE-APPROVED BY THE CITY ENGINEER OR WHEN TRIMMING TRENCH PLATES.
- ⑧ ROADWAY RESTORATION WIDTH, BEYOND THE TRENCH EDGES, VARIES FROM 0"-24". DURING THE PERMIT PROCESS, THE CITY ENGINEER WILL REVIEW GEOTECHNICAL AND HISTORICAL INFORMATION OF THE TRENCHING LOCATION, AS PRESENTED BY THE UTILITY OWNER, AND CONSIDER EXISTING PAVEMENT CONDITION, SUITABLE SUBGRADE AND THE PROPOSED SCOPE OF WORK TO DETERMINE RESTORATION WIDTH. THE CITY ENGINEER RESERVES THE RIGHT TO ADJUST THE RESTORATION WIDTH DUE TO FIELD OBSERVATIONS DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, OBSERVING BREAKOUT, UNDERMINING OF ADJACENT PAVEMENT, UNSTABLE WALLS OF TRENCH, DAMAGE TO SURROUNDING UNDISTURBED PAVEMENT, AND/OR PAVEMENT OR SUBGRADE DAMAGE FROM CONTRACTOR OPERATIONS.

Table A – Assumes R value = 25*

Classification	Traffic Index**	HMA layer (inches) Min.***	AB Layer (inches)
Residential	5.5	3.5"	8.0"
Collector	7.0	4.0"	11.0"
Arterial**	9.0	5.5"	15.0"

NOTES: **Unless applicant provides actual R-Value test results and pavement section design
 ***Or as approved by City Engineer based on actual traffic loading
 ****Minimum AC thickness shall match existing or as shown in Table A, whichever is greater



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-660**

APPROVED:

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

ASPHALT RESTORATION

SHEET 3 OF 3

CITY COUNCIL RESOLUTION NO:



MONTEREY PENINSULA ENGINEERING

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

September 6th, 2024

Leslie Llanterro

City of Seaside

440 Harcourt Ave,

Seaside CA 93955

831-899-6832

LLlantero@ci.seaside.ca.us

Re: Sanitary Sewer Pipe Repair – Broadway Ave at Terrace St

M.P.E. proposes to provide all labor, equipment, and materials as required to remove and replace 4-6 liner feet of 8" Sanitary Sewer Main per Exhibit A Scope of Work provided on 8/26/24

Work to be Performed:

1. Traffic control to be in conformance with California Manual of Uniform Traffic Control Devices submitted with encroachment permit.
2. Determine limits of removal, remove existing damaged sanitary sewer main pipe and replace with new pipe segment approximately 4' to 6' in length per the attached specification 10.26 Repair Sanitary Sewer Pipe.
3. Furnish, place, and backfill per the City of Seaside Trench Detail ST-610.
4. Furnish, place and compact 15" of aggregate base and 5.5" of HMA over aggregate base per Asphalt Restoration Details ST-640, ST-650, ST-660.
5. Clean up and dispose of debris caused by work operations.

Total LS: \$44,000

Note: Paint markings included are bid as paint not thermo.

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

- Engineering, permits, and/or fees unless otherwise specified
- All bonds, as-builts, and/or construction staking unless otherwise specified
- All construction testing
- SWPPP measures
- Handling of hazardous or deleterious materials
- Any items not specifically listed above

Please review the above cost proposal. If you have any questions, please feel free to contact me by phone at (831) 277-4191, or by email at peterbmpe@gmail.com.

Sincerely,

Peter Bruno

Estimator / Project Manager

EXHIBIT C INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

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

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than **\$2,000,000** per occurrence, **\$4,000,000** general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

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

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

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

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform

CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

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

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

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required

by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

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

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

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



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

BY: Dan Meewis, Recreation Director
Billy Thomas, Junior Engineer

DATE: September 10, 2024

**SUBJECT: Receive Seaside County Sanitation District Operations Report
for May, June, July and August 2024.**

PURPOSE

Receive Seaside County Sanitation District Operations Report for May, June, July and August 2024.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached are the Seaside County Sanitation District Operations Report and Flush Maps for May, June, July and August 2024.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report August_24-25
 2. Monthly Sanitation Report July_24-25
 3. Flush_map_August_2024-2025
 4. Flush_map_July_2024-2025
 5. Monthly Sanitation Report May_23-24
 6. Flush Map_May_23-24
 7. Monthly Sanitation Report June_23-24
 8. Flush Map_June_23-24
-

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

Seaside County Sanitation District Operations Report

Fiscal Year 2024/2025 Month of August

	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	530	792	277	554	52,749	102,047	53,556	103,393
Main Line Video	135	135	0	0	1,680	3,697	1,815	3,832
Main Lines Treated for Grease Controll (Jet Power II)	530	792	277	554	6,984	12,072	7,791	13,418
Mainline Root Treatment	0	0	0	0	1,145	2,537	1,145	2,537
Stoppages								
Main Line	0	0	0	0	0	0	0	0
Laterals	0	0	0	0	0	1	0	1
SSO's	0	0	0	0	0	0	0	0

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 Operations Report

Fiscal Year 2024/2025 Month of July

	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	262	262	277	277	49,298	49,298	49,837	49,837
Main Line Video	0	0	0	0	2,017	2,017	2,017	2,017
Main Lines Treated for Grease Control (Jet Power II)	262	262	277	277	5,088	5,088	5,627	5,627
Mainline Root Treatment	0	0	0	0	1,392	1,392	1,392	1,392
Stoppages								
Main Line	0	0	0	0	0	0	0	0
Laterals	0	0	0	0	1	1	1	1
SSO's	0	0	0	0	0	0	0	0

Sewer Repairs

None

Sewer Video (Outside of regular maintenance work)

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1484 Luzer St - Roots - Lateral

Overflow/SSO Locations

Del Rey Oaks

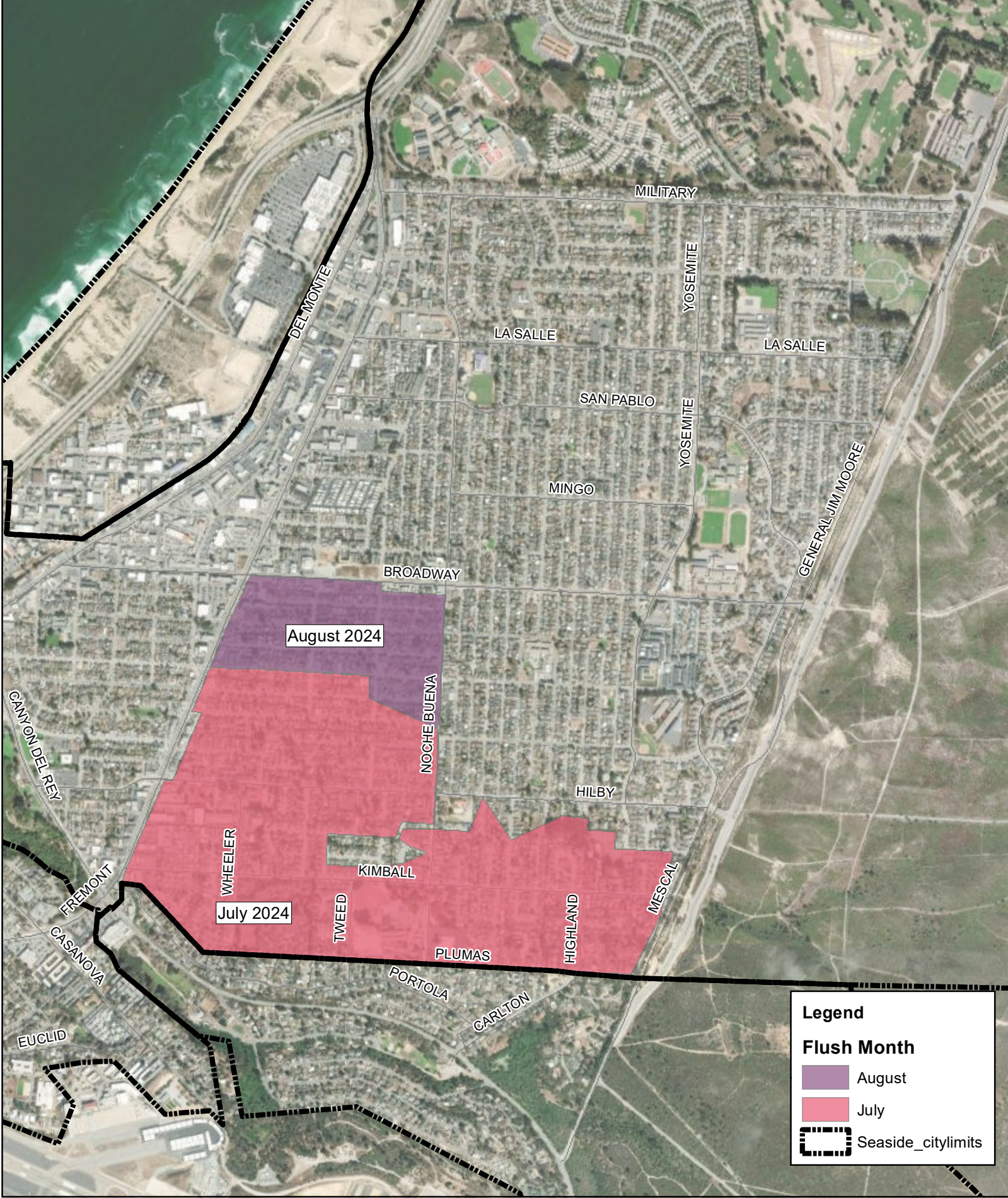
None

Sand City

None

Seaside

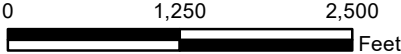
None



Legend

Flush Month

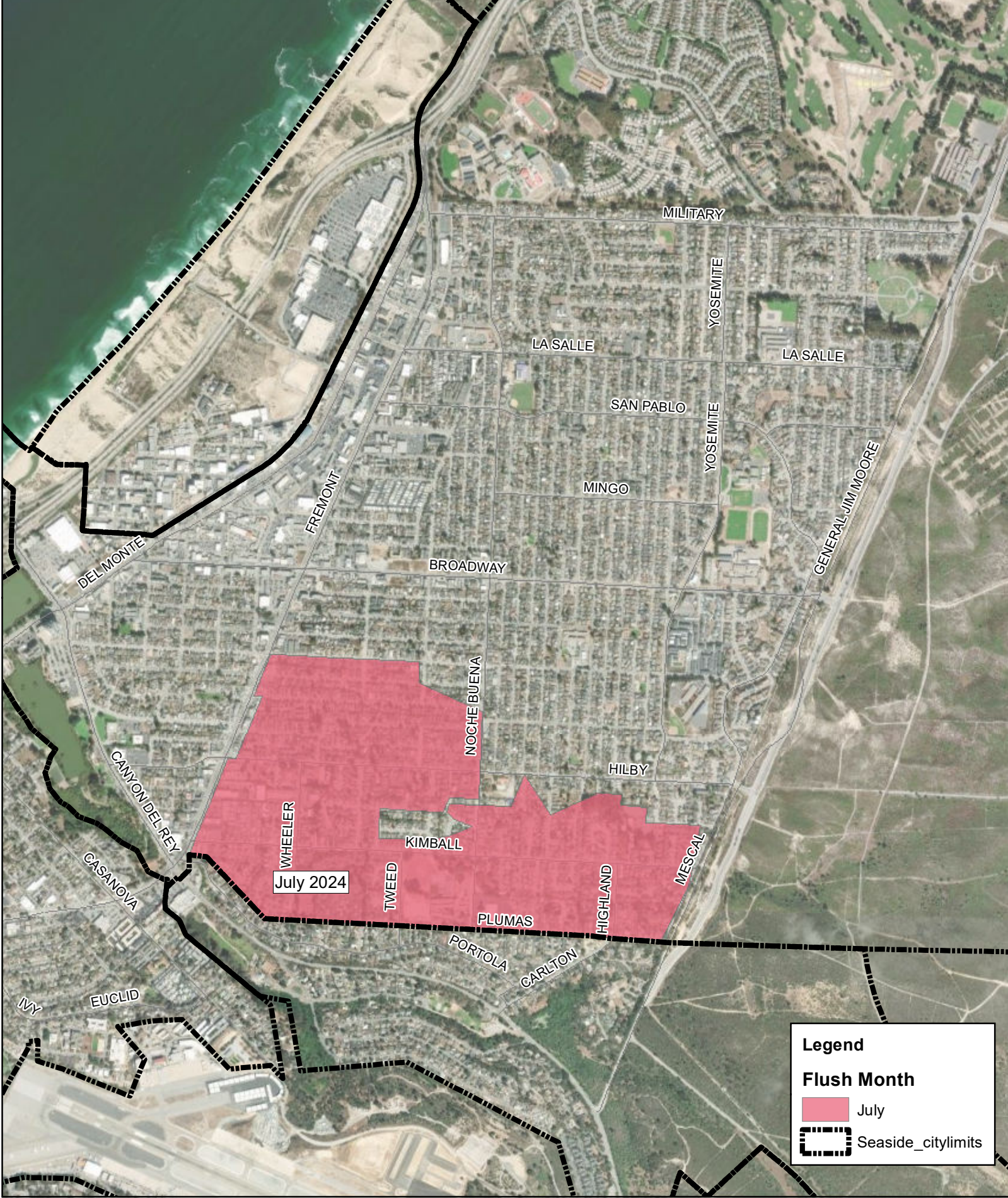
- August
- July
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2024-2025



0 1,250 2,500 Feet

Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2024-2025

Seaside County Sanitation District Operations Report

Fiscal Year 2023/2024 Month of May

	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	9,785	48,489	419	12,494	49,517	371,599	59,721	432,582
Main Line Video	338	1,194	0	0	1,257	22,394	1,595	25,288
Main Lines Treated for Grease Control (Jet Power II)	262	3,945	277	2,770	6,383	66,012	6,922	72,727
Mainline Root Treatment	0	1,619	0	0	0	10,292	0	11,911
Stoppages								
Main Line	0	0	0	1	1	8	1	9
Laterals	0	0	0	0	0	5	0	5
SSO's	0	0	0	0	1	7	1	7

Sewer Repairs

None

Sewer Video due to blockage/repairs

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1575 Mira Mar - Blockage - Visqueen

Overflow Locations

Del Rey Oaks

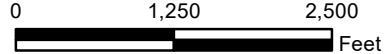
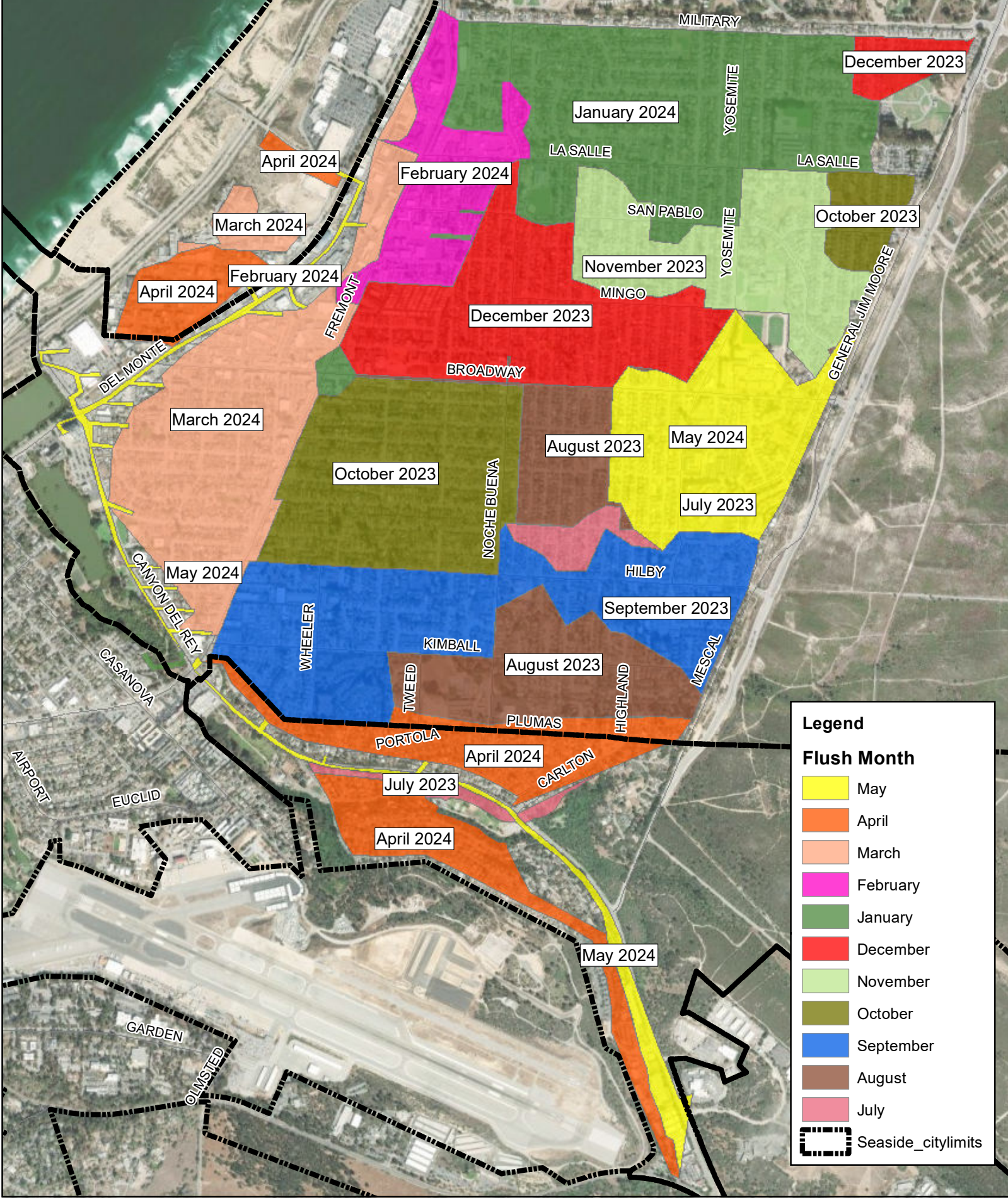
None

Sand City

None

Seaside

1575 Mira Mar - Blockage - Visqueen



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2023-2024

Seaside County Sanitation District Operations Report

Fiscal Year 2023/2024 Month of June

	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	715	49,204	277	12,771	47,155	418,754	48,147	480,729
Main Line Video	0	1,194	0	0	3,117	25,511	3,117	28,405
Main Lines Treated for Grease Control (Jet Power II)	530	4,475	277	3,047	7,279	73,291	8,086	80,813
Mainline Root Treatment	0	1,619	0	0	1,123	11,415	1,123	13,034
Stoppages								
Main Line	0	0	0	1	2	10	2	11
Laterals	0	0	0	0	0	5	0	5
SSO's	0	0	0	0	2	9	2	9

Sewer Repairs

None

Sewer Video due to blockage/repairs

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

956 Wanda Ave - ML - Wipes/rags
1081 Douglas Ct - ML - Rags

Overflow Locations

Del Rey Oaks

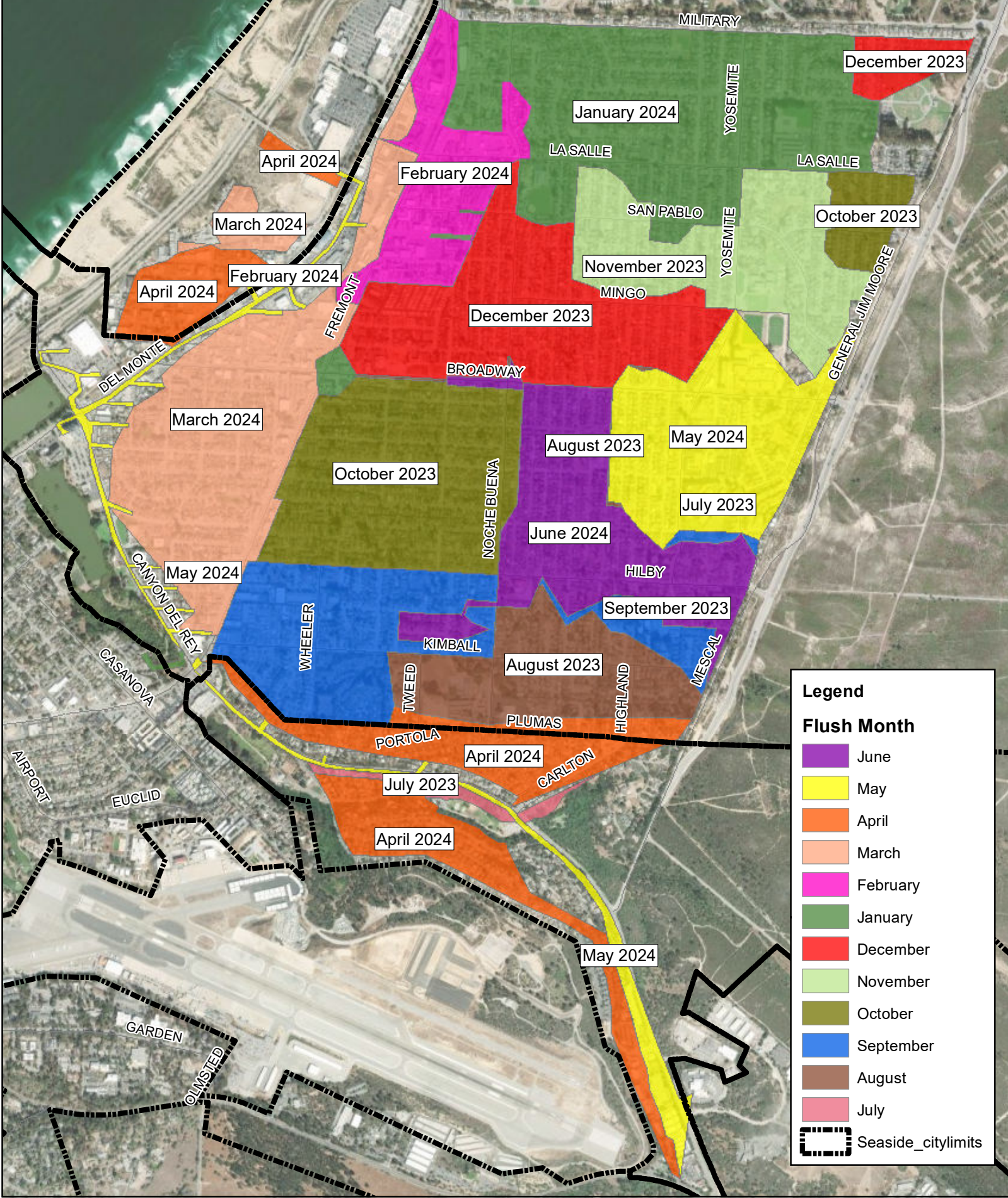
None

Sand City

None

Seaside

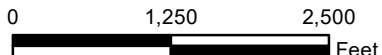
956 Wanda Ave - ML - Wipes/rags
1081 Douglas Ct - ML - Rags



Legend

Flush Month

- June
- May
- April
- March
- February
- January
- December
- November
- October
- September
- August
- July
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2023-2024