



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

BOARD MEMBERS

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DISTRICT STAFF

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

MEETING

BOARD OF DIRECTORS

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

CALL TO ORDER

BOARD OF DIRECTORS

Jerry Blackwelder
John Uy
Ian N. Oglesby

Chair
First Vice Chair
Second Vice Chair

ROLL CALL - SANITATION DISTRICT

BOARD OF DIRECTORS

Jerry Blackwelder
John Uy
Ian N. Oglesby

Chair
First Vice Chair
Second Vice Chair

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).

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.

CONSENT AGENDA

- A. ADOPT A RESOLUTION AUTHORIZING DISTRICT STAFF TO UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT GENERAL ENGINEERING AND GENERAL BUILDING ON CALL CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025**

PURPOSE:

RECOMMENDATION: Adopt a resolution authorizing district staff to utilize multiple annual On Call construction contracts to complete work based on competitively bid pricing schedules, and direct staff to bid out general engineering and general building On Call contracts for multiple On Call contractors for 2025.

B. APPROVE A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH MONTEREY ONE WATER FOR PARTICIPATION IN THE ANNUAL FOG PUBLIC EDUCATION PROGRAM FOR FISCAL YEAR 2024-2025

PURPOSE: The purpose of this item is to have the District Board consider continuing its participation in the FOG Public Education Program for the Southern Monterey Bay Dischargers Group administered by the Monterey One Water (formerly Monterey Regional Water Pollution Control District) for the Fiscal Year 2024-2025.

RECOMMENDATION: Sign a Memorandum of Understanding with Monterey One Water for participation in the Annual FOG Public Education Program for Fiscal Year 2024-2025.

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR NOVEMBER 2024.

PURPOSE: RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR NOVEMBER 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:

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: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: December 10, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING DISTRICT STAFF TO
UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION
CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY
BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT
GENERAL ENGINEERING AND GENERAL BUILDING ON CALL
CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025**

PURPOSE

RECOMMENDATION

Adopt a resolution authorizing district staff to utilize multiple annual On Call construction contracts to complete work based on competitively bid pricing schedules, and direct staff to bid out general engineering and general building On Call contracts for multiple On Call contractors for 2025.

BACKGROUND

The Seaside County Sanitation District (SCSD) currently makes limited use of On-Call contracting for design engineering work and the City has established lists of qualified On-Call consultants for professional service agreements. However, SCSD does not utilize On-Call contracting to complete general engineering construction work. District staff

have limited resources, and they are looking for more efficient means to construct emergency work and capital improvement projects in a timely and cost-effective manner. Annual On-Call contracting for municipal general building and general engineering work is a method used by many cities and utility districts to provide a readily available work force for repairs, maintenance, remodels, minor new construction, emergency and other work.

General engineering work refers to work completed by a Class A contractor. Class A contractors usually work on projects doing excavating, grading, trenching, paving and surfacing work that requires specialized engineering skills and knowledge. For public works, this generally means work on roadways, sidewalks, bridges, drainage, flood control, public water systems, sewage, pipelines, parks, and more.

On-call contractors are selected by low bid through the public bidding process where contractors are asked to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized or otherwise well-defined types of work anticipated-throughout the year. Although the quantity of work cannot be well-defined at the outset of an annual On-Call contract, the type of work can be defined, and low bid unit pricing can be set through a public bidding process. Once established, the On-Call contract allows construction work to move forward by permitting the District to select work items from a menu.

Staff recommends contracting with multiple on-call contractors at the same time to ensure the District has a readily available work force. Following the award of the multiple On-Call contracts, the District shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project, or the District determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by the District including, but not limited to, adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by the District, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the District determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional on-call contractors, this process would continue as needed until the project is assigned or the project is put out to bid.

Staff recommends establishing two funding limits for this on-call work:

1. Staff recommends that each On-Call contract for the general engineering trades be set at a not-to-exceed limit of \$1,000,000.00. The limit is adequate to cover multiple small projects, regularly recurring repetitive work, and to mobilize forces to respond immediately to a large scale emergency. At the same time, this funding limit is low enough that it discourages use for new construction, and larger upgrade and repair

projects that have the luxury of careful planning. Using the On-Call contractor for larger, well planned projects will deplete the District's funding balance, and our ability to respond to emergencies.

2. Staff recommends setting the new construction project limit at \$175,000.00. The \$175,000.00 is set low enough to prevent the use of the On-Call contractor for large well planned non-emergency projects that would deplete the available fund. In addition, \$175,000 defines SCSD's high limit for when a project can be informally bid. Formally bid projects undergo a more public, longer, and better advertised process. By allowing new construction only in the range of informally bid construction work, the District is not taking projects off the table that will be the most widely advertised and encourage the greatest amount of public bidding.

District staff is inadequate to complete all projects in a timely manner. Public Works Engineering currently has three to four engineers who act as project managers, all of whom are tasked with administering and operating programs in addition to constructing projects. The informal and formal bidding process requires substantial staff time investment even for small projects, and delays work from moving forward. General Engineering On-Call Construction contracts are the best available tool for leveraging the limited staff and budgets to complete work.

On-call contracts often save money and do not incur financial risk. Contractors bidding On-Call contracts offer lower unit pricing because the On-Call contract removes redundant overhead and mobilization costs, eliminates redundant bidding costs, and reduces risk for contractors by ensuring all quantities of work will be paid for at a fair market. Bidding is risky for a contractor because the onus rests on the contractor to correctly interpret a project and quantify all the work. If a work item is clearly shown but missed in bidding, the Contractor has to pay for that item. As a result, contractors include a percentage cost for missed items. On-Call contracts use established unit pricing and are paid based on actual quantities provided, which removes the risk associated with missing a bid item. In addition, the District is guaranteed not to be stuck with onerous pricing through an On-Call Contract because the City holds no obligation at any time to issue work through the contract. The On-Call contract process forces contractors to make their unit pricing public in advance, but does not force the District to offer any projects to the bidders. Therefore, if staff determines that On-Call unit pricing is higher than individually bidding work, staff will opt to bid work.

FISCAL IMPACT

The On Call contract will not be funded through individual projects. The contract will require tracking and accounting to ensure it stays within the not-to-exceed funding limit, but it does not require an appropriation from the fund balance.

ATTACHMENTS

1. Resolution
 2. Specifications
-

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

ADOPT A RESOLUTION AUTHORIZING DISTRICT STAFF TO UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT GENERAL ENGINEERING ON CALL CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025.

WHEREAS, Construction On Call contracts for class A general engineering construction work will provide the Seaside County Sanitation District (District) with a readily available work force for construction work and emergency response often saving time and money; and,

WHEREAS, Construction On Call contractors are selected through the low bid process based on annual unit pricing; and,

WHEREAS, The District uses On Call contracts for specialized cleanup and abatement work, and for professional service agreements, and;

WHEREAS, Construction On Call work cannot be well defined at the outset; and,

WHEREAS, Once under contract, the District has no obligation to use an On Call contract; and,

WHEREAS, The District shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects; and,

WHEREAS, Multiple On Call contracts for the same trade increase the checks and balances on individual On Call contractors ensuring the District has access to a contractor who can timely and satisfactorily perform work; and,

WHEREAS, Individual On Call projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project, or if the District determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by District, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources; and,

WHEREAS, Annual On Call contracts for the general engineering trades be set at a not-to-exceed limit of \$1,000,000.00; and,

WHEREAS, new construction project limit under the annual On Call contracts shall be limited at \$175,000.00; and,

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes district staff to utilize multiple On Call construction contracts to complete work based on competitively bid pricing, and;

BE IT FURTHER RESOLVED, that the Board authorize staff to bid out multiple not to exceed \$1,000,000.00 annual On Call construction contracts for general engineering construction work, with a new work limited to \$175,000.00.

PASSED AND ADOPTED at a meeting of the Seaside County Sanitation District duly held on the 10th day of December, 2024 by the following vote:

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

APPROVED

Jerry Blackwelder, Chair

ATTEST:

Dominique L. Davis, District Clerk

11/1/2024

SECTION 00 0101

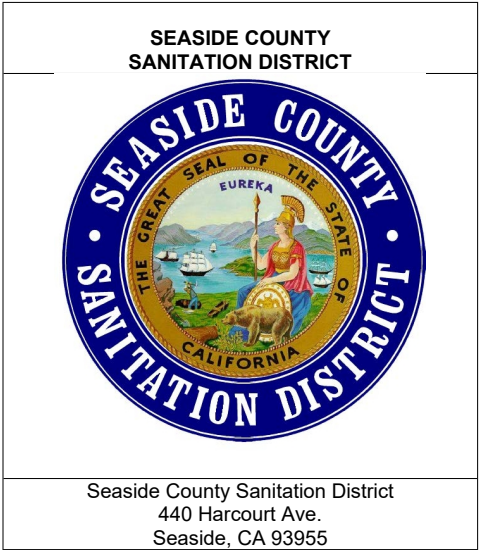
PROJECT MANUAL

for

2025 General Engineering On Call Contract

located at

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**



Approved by: Thomas Korman
District Engineer

Recommended by: Patrick Grogan
Associate Engineer

Advertisement Date: November 1st, 2024

Bid Date: November 21st, 2024

11/1/2024

SECTION 00 0110

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11/1/2024

Division	Section	Title
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02	1000	Technical Specifications
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END OF SECTION

11/1/2024

SECTION 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

NOTE: All work shall be completed in compliance with the California Building Code Latest edition, CalTrans Standards, CalAM Water Standard Plans and Specifications, MCWD Standard Plans and Specifications, the PG&E Greenbook, and the City of Monterey standard details shown here. In all cases, the highest, best, and safest standard shall be followed. In the event of a conflict, the Seaside County Sanitation District Project Manager shall make the determination as to the correct standard. The following list of drawings are considered the most common standard details and included herein:

DRAWINGS

Asphalt Restoration

ST-640	Asphalt Restoration Plan (1 of 3)
ST-650	Asphalt Restoration Examples (2 of 3)
ST-640	Asphalt Restoration Notes (3 of 3)

100 – Streets, Utilities & Sidewalks

<u>Sheet Number</u>	<u>Description</u>
100	Street Opening Requirements
101	Street Construction Standard Notes
105	Street Monument
111	Utility Trenching (Other than Storm Drain / Sanitary Sewer
120	Utility Cover Adjustments
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132	Concrete Sidewalk
133	Curb Ramps
134	Curb, Gutter, & Sidewalk Joints & Reinforcement
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142	Driveway Apron Type "J"
143	Sidewalk Crossing Profiles

200 – Storm & Sewer (Common Details)

200	Storm Drain and Sanitary Sewer Notes
201	Storm Drain and Sanitary Sewer Trenching
204	Core-Drilled Retrofit Lateral
205	Pipe Repair
231	Standard Manhole (36" min pipe cover)
232	Shallow Manhole Types 1 & 2

250 – Storm Drainage

251	Storm Drain Connections
252	Abandonment Seal for Concrete Pipe
261	3" Curb Drain
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281	Cast-in-Place Combination Drain Inlet

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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282A	Extended Combination Drain Inlet
282B	Extended Combination Drain inlet Gallery Type 1
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303	Cut-in Retrofit Lateral
306	Strap-On Wye Connection to CIPP Lined Sewer
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401	Roadside Signs
402	Street name sign Panel
411	On-Street Parking
421	Crosswalk

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505	Street Light with Marbelite Pole
510	Street Light with Type 15 Pole
552	Rectangular Rapid Flashing Beacon (RRFB)

1000 Temporary Water Pollution Control

1001	Temporary Stockpiles & Sanitary Facilities
1002	Temporary Drain Inlet Protection
1003	Temporary Concrete Washout
1005	Temporary Silt Fence & Fiber Roll

CAL TRANS STANDARDS

Pavement Markers, Traffic Lines, and Pavement Markings

A20A	Pavement Markers and Traffic Lines – Typical Details
A20B	Pavement Markers and Traffic Lines – Typical Details
A20C	Pavement Markers and Traffic Lines – Typical Details
A20D	Pavement Markers and Traffic Lines – Typical Details
A20E	Traffic Lines – Typical Details for Contrast Striping
A20F	Pavement Markers and Traffic Lines – Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings – Arrows and Symbols
A24C	Pavement Markings – Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings – Words
A24F	Pavement Markings – Crosswalks
A24G	Pavement Markings – Yield Lines, Limit Lines, and Wrong Way Details
A24H	Pavement Markings – Arrows
A24J	Pavement Markings – Speed Measurement
A24K	Pavement Markings – Bicycle Obstruction Markings

List of Drawings,
Tables and Schedules

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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A24L Pavement Markings – Speed Reduction

Curbs, Driveways, Dikes, Curb Ramps and Accessible Parking

A87A Curbs and Driveways
A87B Hot Mix Asphalt Dikes
A88A Curb Ramp Details
A88B Curb Ramp and Island Passageway Details
A90A Accessible Parking Off-Street
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Drainage Inlets, Pipe Inlets and Grates

D77B Grate Details No. 2

END OF SECTION

11/1/2024

**SECTION 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, Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **November 21st, 2024** for the following public work:

**SEASIDE COUNTY SANITATION DISTRICT
2025 General Engineering On Call Contract**

located at

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

- 1.02 Project Description:** This is an On Call contract, which shall be used to provide the District with a readily available work force for repairs and alterations to existing facilities, emergency repairs, and new construction of projects less than \$175,000, as the District deems appropriate. In general, the work consists of repair, alteration, replacement, and construction of general engineering municipal improvements including, but not limited to, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, concrete and hot mix asphalt, dikes, decomposed granite sidewalks, retaining walls, storm drain systems, swails, and infiltration, sewer line systems, traffic signals, lighting, brick surfacing, paver surfacing, interlocking pavers, sawcutting uplifted portions of sidewalks and miscellaneous associated work at such times and locations as required. The work shall be located within the Seaside County Sanitation District, City of Seaside, City of Del Rey Oaks, City of Sand City, the Ord Military Community and or other area under the jurisdiction of the Seaside County Sanitation District or US Army Garrison Presidio of Monterey.

The contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional four (4) 1-year extensions with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed five (5) years. The amount of work to be requested during the one year or optional additional one (1) year contract periods cannot be well defined at the outset. Work shall be issued through individual On Call Work Orders as discussed in Section 00 5300.

The District reserves the right to award up to four (4) contracts to a pool of the lowest responsive, responsible bidders for the work set forth in the District's call for bids and/or written plans and specifications based on unit prices. Up to four (4) multiple On Call contracts for public repair, maintenance or alterations work may be awarded by the District Board. Award of multiple On Call contracts shall be made to those bidders that submitted responsive and responsible bids, in sequential order based on their bid amount, with the first On Call contract awarded to the lowest responsive, responsible bidder (hereinafter, the "first low bidder"), the second On Call contract awarded to the second lowest responsive, responsible bidder (hereinafter, the "second low bidder"), and so on, up to a maximum of four (4) total multiple On Call contracts.

Following Board award, and full execution of the Seaside **2025 General Building On Call Contract**, the District shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project or the District determines the contractor would be unable to timely and satisfactorily perform

Notice Inviting Bids

00 1113 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

the work due to bidder responsibility factors established by District, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by District, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the District determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional on-call contractors, this process would continue as needed until the project is assigned.

Multiple On Call Contracts Procedure. Contracts for repair, maintenance, alterations, or other repetitive work necessitating award of more than one (1) On Call contract, The District may terminate an On Call contract, at its discretion, should the contractor fail to adhere to the provisions set forth in the original call for bids. Removal of a contractor from the pool will not affect the term of the On Call contracts for the remaining pool members.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class A General Engineering Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City of Seaside'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, 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 Pre-Bid Site Conference: Not Applicable (NA)**
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California **Class A** General Engineering Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid [Base Bid Unit Prices Plus Additive Alternate Bid Items 1 (II-1-a) and 2 (JJ-1-a)]
- 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.

11/1/2024

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 SECTION

**SECTION 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.

1.01 REQUIRED PRE-BID INVESTIGATIONS

- A. This is an On Call Bid. Work has not been defined and work, if any, will be defined for individual projects and issued through Work Orders. Pre-Bid investigation shall apply to the Contractors familiarization with this bid, the general provisions and the area of work. Pre-Bid Investigations shall also refer to investigations prior to execution of a specific Work Order.
- B. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, and extent of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- C. 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.

1.02 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.

1.03 BIDDER QUESTIONS AND ANSWERS

- A. Should a Bidder be in doubt as to the true meaning of any item in the Standard Details, Plans, or Specifications or discover items containing discrepancies or omissions, the Bidder is responsible for immediately notifying the Project Manager. All questions must be submitted in writing. Please include the section title of this Specification for each question, if applicable, in order to ensure that questions asked are responded to correctly.
- B. 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 3rd 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 of Seaside's website. It is the Contractors responsibility to check the City of Seaside's website for Addendums. Owner may not answer questions received less than five Days prior to the date for opening Bids.
- C. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All Addenda so issued shall become part of the contract documents. Such Addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge such Addenda in Document 00 4113 (Bid Form). The District shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Project Manager reserves the right to make decisions on extending the bid period. Project Manager may not answer all questions.

1.04 ADDENDA

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- 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.

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 - 2025 General Engineering On Call Contract - 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 two hundred and fifty thousand dollars (\$250,000), as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bid bond must be notarized, include the embossed surety seal, and include a Power of Attorney if the signee is not an officer of the surety. The original shall be addressed to:

Seaside City Hall
Attention District Engineer
440 Harcourt Ave,
Seaside, CA 93955

Please have the Bidder Name, Contract Title ("Project Title"), and Contract Number ("Project ID") listed clearly on the outside of the envelope.

Bidder's failure to submit the certified check, cashier's check, or bid bond in accordance with the terms herein may result in the bid being deemed non-responsive.

Further, the amount so posted shall be forfeited to the District if the Bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said Bidder, enter into contract with the District for the work.

- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.

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- 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 DETERMINATION OF APPARENT LOW BIDDER

3.01 BID OPENING AND DETERMINATION OF 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 Section 00 1113 2.02 Lowest Bid Determination 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

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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. The District reserves the right to reject any or all bids as the best interests of the District may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the District may reject any or all bids.
- C. 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.
- D. 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.

3.04 RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. Standards of Responsibility: The District may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the District and satisfactorily complete them within the District's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the District or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the District; and
 - f. Supplied all information requested by the District in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the District concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the District shall base the determination of responsibility in award of the Contract upon any available information, or may find

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the prospective contractor non-responsible on the basis of its failure to provide the requested information to the District.

3. The District's Duty Concerning Responsibility. Before awarding a contract, the District must be satisfied that the prospective contractor is responsible. The District may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including District staff's own experience with the prospective contractor and prospective contractor's employees.

Written Determination of Non-Responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the District and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the District's determination on non-responsibility.

ARTICLE 4 -MANDATORY BID PROTEST PROCEDURES:

5.01 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.

5.02 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.

AWARD AND EXECUTION OF CONTRACT

6.01 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.

6.02 REQUIRED CONTRACT DOCUMENTS AND PROOF OF INSURANCE

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- A. Document 00 5200 (Agreement), fully executed by successful Bidder bearing original signature on the signature page 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.

6.03 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.

GENERAL CONDITIONS AND REQUIREMENTS

7.01 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.

7.02 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.

7.03 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. This is an On Call Contract which will be issued through individual work orders. Each work order adds value to the contract until the contract limit is reached. No contracts are guaranteed with this

project and the total bid number in response to the bid schedule is not associated with actual work. Payment and performance bonds will therefore be initially set at a contract value of \$250,000.00. In the event the cumulative value of work issued under this On Call contract exceeds \$250,000.00 the bond limit shall be increased progressively to cover the total construction work completed under the On Call Contract. Work orders beyond the cumulative value of \$250,000 will only be issued after proof of the bond adjustment has been submitted to the District.

- D. 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 value discussed in item 7.03C above, and if separate Bonds are used, each must be for one hundred percent (100%) of the value discussed in item 7.03C above. The Bond covering payment must comply with Section 3248 of the California Civil Code.
- E. 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.

7.04 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>.

7.05 NOTICE OF COMPLIANCE MONITORING:

THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

7.06 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.
- B. No Bidder may withdraw their bid for a period of **ninety (90) days** from the Bid Opening Date, which time shall be used by the District for reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by District of bidders request to withdraw bid shall be at the sole discretion of the District.

7.07 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.

7.08 SUBSTITUTIONS:

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- 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".

7.09 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 SECTION

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**SECTION 00 4113
BID FORM**

BID FORM TO SEASIDE COUNTY SANITATION DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **2025 General Engineering On Call Contract** located at Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Seaside County Sanitation District 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	ADDENDUM DATE	Signature of Bidder

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

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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.

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price
A – TREE PROTECTION				
A-1-a	Tree Protection with Fencing (Chain-link)	1	LF	
A-1-b	Tree Protection with Fencing (Plastic)	1	LF	
A-2-a	Tree Protection Labor Premium	1	Hr	
A-3-a	Spray/Wrap Monterey Pine	1	Ea	
A-4-a	Tree Well Liner	1	Ea	
B – CLEARING AND GRUBBING				
B-1-a	Clearing and Grubbing (Grass)	1	SF	
B-1-b	Clearing and Grubbing (Grass)	101	SF	
B-2-a	Clearing and Grubbing (Bushes)	1	SF	
B-2-b	Clearing and Grubbing (Bushes)	101	SF	
B-3-a	Clearing and Grubbing (Objectionable Material)	1	SF	
B-3-b	Clearing and Grubbing (Objectionable Material)	101	SF	
B-4-a	Tree Removal and Disposal (12" Diameter Base Bid)	1	Ea	
B-4-b	Tree Removal and Disposal (12" Diameter Increment)	1	Ea	
C – EARTHWORK				
C-1-a	Earthwork on site (Excavation/stockpiling)	1	CF	
C-1-b	Earthwork on site (Excavation/stockpiling)	201	CF	
C-1-c	Earthwork on site (Excavation/stockpiling)	501	CF	
C-1-d	Earthwork on site (Excavation/stockpiling)	1001	CF	
C-1-e	Earthwork on site (Onsite Handling, Place and Compact)	1	CF	
C-1-f	Earthwork on site (Onsite Handling, Place and Compact)	201	CF	
C-1-g	Earthwork on site (Onsite Handling, Place and Compact)	501	CF	

Bid Form

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C-1-h	Earthwork on site (Onsite Handling, Place and Compact)	1001	CF	
C-2-a	Earthwork off haul and Disposal (Excavation, off haul, disposal)	1	CF	
C-2-b	Earthwork off haul and Disposal (Excavation, off haul, disposal)	201	CF	
C-2-c	Earthwork off haul and Disposal (Excavation, off haul, disposal)	501	CF	
C-2-d	Earthwork off haul and Disposal (Excavation, off haul, disposal)	1001	CF	
C-3-a	Earthwork and Import Backfill (Furnish, Place, Compact)	1	CF	
C-3-b	Earthwork and Import Backfill (Furnish, Place, Compact)	201	CF	
C-3-c	Earthwork and Import Backfill (Furnish, Place, Compact)	501	CF	
C-3-d	Earthwork and Import Backfill (Furnish, Place, Compact)	1001	CF	
D – CONCRETE VERTICAL CURB (VC)				
D-1-a	Sawcut (VC)	1	Ea	
D-2-a	Demolition and Disposal (VC)	1	LF	
D-2-b	Demolition and Disposal (VC)	21	LF	
D-2-c	Demolition and Disposal (VC)	101	LF	
D-3-a	Form, Place and Finish (VC)	1	LF	
D-3-b	Form, Place and Finish (VC)	21	LF	
D-3-c	Form, Place and Finish (VC)	101	LF	
D-4-a	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	1	SF	
D-4-b	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	21	SF	
D-4-c	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	101	SF	
D-4-d	Furnish, Place and Compact Class II Aggregate Base (under VC, 2" Thick Increment)	1	SF	
D-5-a	Dowel (VC)	1	Ea	
E – CONCRETE CURB AND GUTTER (CG)				
E-1-a	Sawcut (CG)	1	Ea	
E-2-a	Demolition and Disposal (CG)	1	LF	
E-2-b	Demolition and Disposal (CG)	21	LF	
E-2-c	Demolition and Disposal (CG)	101	LF	
E-2-d	Demolition and Disposal (CG)	501	LF	

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E-3-a	Form, Place and Finish (CG)	1	LF	
E-3-b	Form, Place and Finish (CG)	21	LF	
E-3-c	Form, Place and Finish (CG)	101	LF	
E-3-d	Form, Place and Finish (CG)	501	LF	
E-4-a	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	1	SF	
E-4-b	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	21	SF	
E-4-c	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	101	SF	
E-4-d	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	501	SF	
E-4-e	Furnish, Place and Compact Class II Aggregate Base (under VC, 2" Thick Increment)	1	SF	
E-5-a	Form, Place and Finish 12" Gutter (CG)	1	LF	
E-6-a	Form, Place and Finish 18" Gutter (CG)	1	LF	
E-7-a	Dowel (CG)	1	Ea	
F – CONCRETE SIDEWALK (SW)				
F-1-a	Sawcut (SW, 4" Thick Base Bid)	1	LF	
F-1-b	Sawcut (SW, 4" Thick Base Bid)	51	LF	
F-1-c	Sawcut (SW, 1" Thick Increment)	1	LF	
F-2-a	Demolition and Disposal (SW)	1	CF	
F-2-b	Demolition and Disposal (SW)	101	CF	
F-3-a	Form, Place and Finish (SW)	1	SF	
F-3-b	Form, Place and Finish (SW)	101	SF	
F-3-c	Form, Place and Finish (SW)	1001	SF	
F-4-a	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	1	SF	
F-4-b	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	101	SF	
F-4-c	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	1001	SF	
F-4-d	Furnish, Place and Compact Class II Aggregate Base (under SW, 2" Thick Increment)	1	SF	
F-5-a	Dowel (SW)	1	Ea	
F-6-a	Concrete Slicing	1	IN-FT	
G – CONCRETE SIDEWALK CROSSING (SWX)				
G-1-a	Sawcut (SWX, 6" Thick Base Bid)	1	LF	

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G-1-b	Sawcut (SWX, 6" Thick Base Bid)	51	LF	
G-1-c	Sawcut (SWX, 1" Thick Increment)	1	LF	
G-2-a	Demolition and Disposal (SWX)	1	CF	
G-2-b	Demolition and Disposal (SWX)	101	CF	
G-3-a	Form, Place and Finish (SWX)	1	SF	
G-3-b	Form, Place and Finish (SWX)	101	SF	
G-3-c	Form, Place and Finish (SWX)	1001	SF	
G-4-a	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	1	SF	
G-4-b	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	101	SF	
G-4-c	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	1001	SF	
G-4-d	Furnish, Place and Compact Class II Aggregate Base (under SWX, 2" Thick Increment)	1	SF	
G-5-a	Dowel (SWX)	1	Ea	
H - CONCRETE CURB RAMPS (CR)				
H-1-a	Sawcut (CR, 6" Thick Base Bid)	1	LF	
H-1-b	Sawcut (CR, 1" Thick Increment)	1	LF	
H-2-a	Demolition and Disposal (CR)	1	CF	
H-3-a	Form, Place and Finish (CR)	1	SF	
H-4-a	Furnish, Place and Compact Class II Aggregate Base (under CR, 4" Thick Base Bid)	1	SF	
H-4-b	Furnish, Place and Compact Class II Aggregate Base (under CR, 2" Thick Increment)	1	SF	
H-5-a	Dowel (CR)	1	Ea	
I - CONCRETE CROSS GUTTER (XG)				
I-1-a	Sawcut (XG, 6" Thick Base Bid)	1	LF	
I-1-b	Sawcut (XG, 1" Thick Increment)	1	LF	
I-2-a	Demolition and Disposal (XG)	1	CF	
I-3-a	Form, Place and Finish (XG)	1	SF	
I-4-a	Furnish, Place and Compact Class II Aggregate Base (under XG, 4" Thick Base Bid)	1	SF	
I-4-b	Furnish, Place and Compact Class II Aggregate Base (under XG, 2" Thick Increment)	1	SF	
I-5-a	Dowel (XG)	1	Ea	
J - HOT MIX ASPHALT DIKE (HMA)				

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J-1-a	Sawcut (HMAD)	1	Ea	
J-2-a	Demolition and Disposal (HMAD)	1	LF	
J-3-a	Furnish and Place (HMAD, Type A)	1	LF	
J-3-b	Furnish and Place (HMAD, Type A)	101	LF	
J-4-a	Furnish and Place (HMAD, Type E)	1	LF	
J-4-b	Furnish and Place (HMAD, Type E)	101	LF	
K - WIRE MESH				
K-1-a	Furnish and Install Wire Mesh (6x6-W10xW10)	1	SF	
L - TINTED CONCRETE				
L-1-a	Add Integral Color	1	Lb	
M - DECOMPOSED GRANITE SIDEWALK (DGSW)				
M-1-a	Furnish, Place and Finish (DGSW, 4" Thick)	1	SF	
M-2-a	Furnish, Place and Finish Cement Stabilized Decomposed Granite Sidewalk, 4" Thick	1	SF	
M-3-a	Furnish, Place and Finish Decomposed Granite Sidewalk with Binder, 4" Thick	1	SF	
M-4-a	Furnish and Install 2" x 4" Header Board with Stake (DGSW)	1	LF	
M-4-b	Furnish and Install 2" x 4" Header Board with Stake (DGSW)	101	LF	
N - HOT MIX ASPHALT SIDEWALK (HMASW)				
N-1-a	Demolition and Disposal (HMASW)	1	SF	
N-1-b	Demolition and Disposal (HMASW)	101	SF	
N-2-a	Furnish, Place and Finish (HMASW, 2" Thick)	1	SF	
N-2-b	Furnish, Place and Finish (HMASW, 2" Thick)	101	SF	
N-3-a	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 4" Thick Base Bid)	1	SF	
N-3-b	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 4" Thick Base Bid)	101	SF	
N-3-c	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 2" Thick Increment)	1	SF	
N-4-a	Furnish and Install 2" x 4" Header Board with Stake (HMASW)	1	LF	
N-4-b	Furnish and Install 2" x 4" Header Board with Stake (HMASW)	101	LF	
O - CONCRETE STREET (CST)				
O-1-a	Sawcut (CST, 6" Thick Base Bid)	1	LF	
O-1-b	Sawcut (CST, 1" Thick Increment)	1	LF	

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O-2-a	Demolition and Disposal (CST, 6" Thick Maximum)	1	CF	
O-2-b	Demolition and Disposal (CST, 6" Thick Maximum)	101	CF	
O-3-a	Demolition and Disposal (CST, Greater Than 6" Thick)	1	CF	
O-3-b	Demolition and Disposal (CST, Greater Than 6" Thick)	101	CF	
O-4-a	Form, Place and Finish (CST, 6" Thick Base Bid)	1	SF	
O-4-b	Form, Place and Finish (CST, 6" Thick Base Bid)	101	SF	
O-4-c	Form, Place and Finish (CST, 6" Thick Base Bid)	501	SF	
O-4-d	Form, Place and Finish (CST, 1" Thick Increment)	1	SF	
O-5-a	Furnish, Place and Compact Class II Aggregate Base (under CST, 4" Thick Base Bid)	1	SF	
O-5-b	Furnish, Place and Compact Class II Aggregate Base (under CST, 4" Thick Base Bid)	101	SF	
O-5-c	Furnish, Place and Compact Class II Aggregate Base (under CST, 2" Thick Increment)	1	SF	
O-6-a	Furnish and Install Reinforcing Bars (CST, Grade 40)	1	Lb	
O-6-b	Furnish and Install Reinforcing Bars (CST, Grade 60)	1	Lb	
P - TRENCH AND CONFORM PAVING (TCP)				
P-1-a	Sawcut (TCP, 2" Thick Base Bid)	1	LF	
P-1-b	Sawcut (TCP, 1" Thick Increment)	1	LF	
P-2-a	Demolition and Disposal (TCP, 6" Thick Maximum)	1	CF	
P-2-b	Demolition and Disposal (TCP, 6" Thick Maximum)	101	CF	
P-3-a	Demolition and Disposal (TCP, Greater Than 6" Thick)	1	CF	
P-3-b	Demolition and Disposal (TCP, Greater Than 6" Thick)	101	CF	
P-4-a	Furnish, Place and Compact Class II Aggregate Base (under TCP, 4" Thick Base Bid)	1	SF	
P-4-b	Furnish, Place and Compact Class II Aggregate Base (under TCP, 4" Thick Base Bid)	101	SF	
P-4-c	Furnish, Place and Compact Class II Aggregate Base (under TCP, 2" Thick Increment)	1	SF	
P-5-a	Furnish, Place and Compact Hot Mix Asphalt (TCP, 2" Thick Base Bid)	1	SF	
P-5-b	Furnish, Place and Compact Hot Mix Asphalt (TCP, 2" Thick Base Bid)	101	SF	
P-5-c	Furnish, Place and Compact Hot Mix Asphalt (TCP, 1" Thick Increment)	1	SF	
Q - PRODUCTION PAVING (PP)				
Q-1-a	Sawcut (PP, 2" Thick Base Bid)	1	LF	
Q-1-b	Sawcut (PP, 1" Thick Increment)	1	LF	

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Q-2-a	Demolition and Disposal (PP, 6" Thick Maximum)	1	CF	
Q-2-b	Demolition and Disposal (PP, 6" Thick Maximum)	501	CF	
Q-2-c	Demolition and Disposal (PP, 6" Thick Maximum)	1001	CF	
Q-3-a	Demolition and Disposal (PP, Greater Than 6" Thick)	1	CF	
Q-3-b	Demolition and Disposal (PP, Greater Than 6" Thick)	501	CF	
Q-3-c	Demolition and Disposal (PP, Greater Than 6" Thick)	1001	CF	
Q-4-a	Demolition by Grinding	1	CF	
Q-4-b	Demolition by Grinding	5001	CF	
Q-4-c	Disposal of Grinding	1	CF	
Q-5-a	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	1	SF	
Q-5-b	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	501	SF	
Q-5-c	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	1001	SF	
Q-5-d	Furnish, Place and Compact Class II Aggregate Base (under PP, 2" Thick Increment)	1	SF	
Q-6-a	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	1	SF	
Q-6-b	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	501	SF	
Q-6-c	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	1001	SF	
Q-6-d	Furnish, Place and Compact Hot Mix Asphalt (PP, 1" Thick Increment)	1	SF	
Q-6-e	Furnish, Place and Compact Hot Mix Asphalt (PP, Leveling Course)	1	Ton	
R - SIGN AND SIGN POST				
R-1-a	Removal and Disposal of Sign and Sign Post	1	Ea	
R-2-a	Salvage and Reinstall Sign and Sign Post	1	Ea	
R-3-a	Install New Sign and Sign Post (City Furnished Sign)	1	Ea	
S - STORM DRAIN AND SANITARY SEWER				
S-1-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 8" Diameter	1	LF	
S-1-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 8" Diameter	51	LF	
S-2-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 12" Diameter	1	LF	
S-2-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 12" Diameter	51	LF	
S-3-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 15" Diameter	1	LF	
S-3-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 15" Diameter	51	LF	

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S-4-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 24" Diameter	1	LF	
S-4-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 24" Diameter	51	LF	
S-5-a	Furnish and Install Polyvinyl Chloride (PVC), 8" Diameter	1	LF	
S-5-b	Furnish and Install Polyvinyl Chloride (PVC), 8" Diameter	51	LF	
S-6-a	Furnish and Install Polyvinyl Chloride (PVC), 12" Diameter	1	LF	
S-6-b	Furnish and Install Polyvinyl Chloride (PVC), 12" Diameter	51	LF	
S-7-a	Furnish and Install Polyvinyl Chloride (PVC), 15" Diameter	1	LF	
S-7-b	Furnish and Install Polyvinyl Chloride (PVC), 15" Diameter	51	LF	
S-8-a	Furnish and Install Polyvinyl Chloride (PVC), 24" Diameter	1	LF	
S-8-b	Furnish and Install Polyvinyl Chloride (PVC), 24" Diameter	51	LF	
S-9-a	Furnish and Install Reinforced Concrete Pipe (RCP), 8" Diameter	1	LF	
S-9-b	Furnish and Install Reinforced Concrete Pipe (RCP), 8" Diameter	51	LF	
S-10-a	Furnish and Install Reinforced Concrete Pipe (RCP), 12" Diameter	1	LF	
S-10-b	Furnish and Install Reinforced Concrete Pipe (RCP), 12" Diameter	51	LF	
S-11-a	Furnish and Install Reinforced Concrete Pipe (RCP), 15" Diameter	1	LF	
S-11-b	Furnish and Install Reinforced Concrete Pipe (RCP), 15" Diameter	51	LF	
S-12-a	Furnish and Install Reinforced Concrete Pipe (RCP), 24" Diameter	1	LF	
S-12-b	Furnish and Install Reinforced Concrete Pipe (RCP), 24" Diameter	51	LF	
S-13-a	Furnish and Install Vitrified Clay Pipe (VCP), 8" Diameter	1	LF	
S-13-b	Furnish and Install Vitrified Clay Pipe (VCP), 8" Diameter	51	LF	
S-14-a	Furnish and Install Vitrified Clay Pipe (VCP), 12" Diameter	1	LF	
S-14-b	Furnish and Install Vitrified Clay Pipe (VCP), 12" Diameter	51	LF	
S-15-a	Furnish and Install Vitrified Clay Pipe (VCP), 15" Diameter	1	LF	
S-15-b	Furnish and Install Vitrified Clay Pipe (VCP), 15" Diameter	51	LF	
S-16-a	Furnish and Install Vitrified Clay Pipe (VCP), 24" Diameter	1	LF	
S-16-b	Furnish and Install Vitrified Clay Pipe (VCP), 24" Diameter	51	LF	
S-17-a	Demolition and Disposal of Catch Basin (Standard, 4' Deep Maximum Base Bid)	1	Ea	
S-17-b	Demolition and Disposal of Catch Basin (Extended Inlet, 4' Deep Maximum Base Bid)	1	Ea	
S-17-c	Demolition and Disposal of Manhole (4' Deep Maximum Base Bid)	1	Ea	

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S-17-d	Demolition and Disposal of Catch Basin or Manhole (1' Deep Increment)	1	LF	
S-18-a	Install Catch Basin (Standard, 4' Deep Maximum Base Bid)	1	Ea	
S-18-b	Install Catch Basin (Extended Inlet, 4' Deep Maximum Base Bid)	1	Ea	
S-18-c	Install Catch Basin (Standard and Extended Inlet, 1' Deep Increment)	1	LF	
S-19-a	Install Manhole (4' Deep Maximum Base Bid)	1	Ea	
S-19-b	Install Manhole (1' Deep Increment)	1	LF	
S-20-a	Install Clean Out	1	Ea	
S-21-a	Install Curb Drain	1	Ea	
S-22-a	Install Edge Drain (4" Diameter)	1	LF	
S-23-a	Slurry Cement Backfill	1	CF	
S-24-a	Drain Rock Backfill	1	CF	
S-25-a	Repair Sewer Lateral	1	LF	
S-25-b	Repair Sewer Lateral	11	LF	
T - RAILROAD TIE: RETAINING WALL AND STEPS				
T-1-a	Furnish and Install Railroad Tie Retaining Wall (First Course Base Bid)	1	LF	
T-1-b	Furnish and Install Railroad Tie Retaining Wall (Additional Course Increment)	1	LF	
T-2-a	Furnish and Install Railroad Tie Steps	1	LF	
U - WOOD RETAINING WALL (4" x 4" Posts with 3" X 12" Planks)				
U-1-a	Furnish and Construct Wood Retaining Wall, 1' Retaining Wall Height	1	LF	
U-1-b	Furnish and Construct Wood Retaining Wall, 1' Retaining Wall Height	51	LF	
U-2-a	Furnish and Construct Wood Retaining Wall, 2' Retaining Wall Height	1	LF	
U-2-b	Furnish and Construct Wood Retaining Wall, 2' Retaining Wall Height	51	LF	
U-3-a	Furnish and Construct Wood Retaining Wall, 3' Retaining Wall Height	1	LF	
U-3-b	Furnish and Construct Wood Retaining Wall, 3' Retaining Wall Height	51	LF	
U-4-a	Furnish and Construct Wood Retaining Wall, 4' Retaining Wall Height	1	LF	
U-4-b	Furnish and Construct Wood Retaining Wall, 4' Retaining Wall Height	51	LF	
V - MASONRY RETAINING WALL (MRW)				
V-1-a	Furnish and Construct Concrete Foundation (MRW)	1	SF	
V-1-b	Furnish and Construct Concrete Foundation (MRW)	51	SF	

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V-2-a	Furnish and Install Reinforcing Bars (MRW)	1	Lb	
V-3-a	Furnish and Construct Masonry Retaining Wall	1	SF	
V-3-b	Furnish and Construct Masonry Retaining Wall	51	SF	
W - CONCRETE RETAINING WALL (CRW)				
W-1-a	Furnish and Construct Concrete Foundation (CRW)	1	SF	
W-1-b	Furnish and Construct Concrete Foundation (CRW)	51	SF	
W-2-a	Furnish and Install Reinforcing Bars (CRW)	1	Lb	
W-3-a	Furnish and Construct Concrete Retaining Wall	1	SF	
W-3-b	Furnish and Construct Concrete Retaining Wall	51	SF	
X - HANDRAIL				
X-1-a	Furnish and Install Wood Handrail (Attached to Retaining Wall)	1	LF	
X-2-a	Furnish and Install Wood Handrail (Freestanding)	1	LF	
X-3-a	Furnish and Install 1 1/2" Diameter Galvanized Steel Pipe Handrail (Attached to Retaining Wall)	1	LF	
X-4-a	Furnish and Install 1 1/2" Diameter Galvanized Steel Pipe Handrail (Freestanding)	1	LF	
Y - STREET AND PARKING LOT LIGHTING				
Y-1-a	Furnish and Install Light Post and Fixture (Street, Detail 510)	1	Ea	
Y-1-b	Furnish and Install Light Post and Fixture (Parking Lot, Detail 505)	1	Ea	
Y-2-a	Install Conduit, 1" Diameter	1	LF	
Y-2-b	Install Conduit, 1" Diameter	76	LF	
Y-3-a	Install Conduit, 2" Diameter	1	LF	
Y-3-b	Install Conduit, 2" Diameter	76	LF	
Y-4-a	Install Conduit, 3" Diameter	1	LF	
Y-4-b	Install Conduit, 3" Diameter	76	LF	
Y-5-a	Install Conductor	1	LF	
Y-6-a	Install Electric Pull Box	1	Ea	
Z - TRAFFIC CONTROL				
Z-1-a	Changeable Message Sign	1	Day	
Z-2-a	Flag person	1	Hr	

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AA - CONSTRUCTION STAKING				
AA-1-a	Construction Staking	1	Hr	
BB – Fence and Gates				
BB-1-a	Removal and Disposal of Fence and Gates	1	LF	
BB-2-a	Furnish and Install Chain-link Fence (6-Foot Height Maximum)	1	LF	
BB-2-b	Furnish and Install Chain-link Fence (Greater than 6-Foot Height)	1	LF	
BB-3-a	Furnish and Install Gate	1	SF	
BB-4-a	Furnish and Install Strands of Barbed Wire on Top of Chain-link Fence and Gates (3-Foot Height Maximum)	1	LF	
BB-4-b	Furnish and Install Strands of Barbed Wire on Top of Chain-link Fence and Gates (Greater than 3-Foot Height)	1	LF	
CC - ADA ACCESS RAMPS (ADA RAMPS)				
CC-1-a	Form, Place and Finish (ADA Ramps)	1	SF	
DD - BRICK SURFACING (BRICK)				
DD-1-a	Sawcut (BRICK, 4" Thick Base Bid)	1	LF	
DD-1-b	Sawcut (BRICK, 1" Thick Increment)	1	LF	
DD-2-a	Demolition and Disposal (BRICK)	1	CF	
DD-3-a	Furnish, Place and Finish Brick Surfacing (on Concrete Underslab)	1	SF	
DD-3-b	Furnish, Place and Finish Brick Surfacing (on Concrete Underslab)	101	SF	
DD-4-a	Repair Brick Surfacing (on Concrete Underslab)	1	SF	
DD-4-b	Repair Brick Surfacing (on Concrete Underslab)	101	SF	
DD-5-a	Dowel (BRICK)	1	Ea	
DD-6-a	Furnish, Place and Finish Brick Surfacing (on Sand Bedding)	1	SF	
DD-7-a	Repair Brick Surfacing (on Sand bedding)	1	SF	
DD-7-b	Repair Brick Surfacing (on Sand bedding)	101	SF	
EE - PAVER SURFACING (PAVER)				
EE-1-a	Sawcut (PAVER, 4" Thick Base Bid)	1	LF	
EE-1-b	Sawcut (PAVER, 1" Thick Increment)	1	LF	
EE-2-a	Demolition and Disposal (PAVER)	1	CF	
EE-3-a	Furnish, Place and Finish Paver Surfacing (on Concrete Underslab)	1	SF	
EE-3-b	Furnish, Place and Finish Paver Surfacing (on Concrete Underslab)	101	SF	

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EE-4-a	Repair Paver Surfacing (on Concrete Underslab)	1	SF	
EE-4-b	Repair Paver Surfacing (on Concrete Underslab)	101	SF	
EE-5-a	Dowel (PAVER)	1	Ea	
FF - CONCRETE INTERLOCKING PAVERS				
FF-1-a	Furnish, Place and Finish Concrete Interlocking Pavers	1	SF	
FF-1-b	Furnish, Place and Finish Concrete Interlocking Pavers	101	SF	
GG - STONE WALL				
GG-1-a	Furnish and Construct Stone Wall	1	SF	
GG-1-b	Furnish and Construct Stone Wall	101	SF	
HH - CONCRETE SIDEWALK SLICING				
HH-1-a	Concrete Sidewalk Slicing	1	in-ft	

ADDITIVE ALTERNATE 1

Additive Alternate Bid				
	Description	Adjustment Factor Percentage (AF%)	Multiplier	Price
II - PREMIUM LABOR				
II-1-a	Premium Labor, Forty-hour work week as follows: Weekdays (M – F) 3:30 pm to 9:30 pm, Weekends (Sat & Sun) 7:00 am to 5:00 pm (The quantity shall be the total of the base bid).	_____ %	\$100,000	

ADDITIVE ALTERNATE 2

Additive Alternate Bid				
	Description	Percentage (%)	Multiplier	Price
PERFORMANCE BOND MARKUP				
JJ-1-a	Performance Bond Percentage Markup for work issued beyond \$250,000.00	_____ %	\$100,000	

GRAND TOTAL BID

GRAND TOTAL BID [Base Bid Unit Prices Plus Additive Alternate Bid Items 1 (II-1-a) and 2 (JJ-1-a)]	
Value Written in Long Hand	Numerical Value
_____ Dollars	\$ _____

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Seaside County Sanitation District
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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 two hundred and fifty thousand dollars (\$250,000.00) and made payable to the Seaside County Sanitation District.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

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

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

(Place of Incorporation, if Applicable)

(Principal, Name/Title)

(Principal, Name/Title)

(Principal, Name/Title)

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

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partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

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

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

(Name/Title)

(Name/Title)

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

(Area Code) (Number)

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

(Area Code) (Number)

Date of Bid: _____

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

(Signature of Bidder)

Name / Title

Bid Form

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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END OF SECTION

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SECTION 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 Seaside County Sanitation District, as obligee, in the penal sum of Two Hundred and Fifty Thousand Dollars (\$ 250,000.00) lawful money of the United States of America, 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 **2025 General Engineering On Call Contract** located at:

Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF SECTION

Bond Accompanying Bid

00 4313 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

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**SECTION 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: _____

Email address 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: _____

Bidder Registration Form

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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: _____

**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

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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 SECTION

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SECTION 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 SECTION

SECTION 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 three (3) related projects over the last five (5) years.
- C. Successfully completed related projects include, but are not limited to projects, for example: one (1) annual service or maintenance contract for large institution (2) Major Municipal On Call Contract (3) Open ended as needed construction contract (i) least 75% of the amount of Bidder's Bid or (ii) 125% of such amount in the aggregate, and with a minimum combined amount for all such contracts of \$1 million.

1.02 MEASUREMENT.

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

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 TRANSMITTAL LETTER.

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

2.02 SUBMITTALS:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment "A".
- B. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- C. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- D. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

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who are Key Personnel necessary to perform the Work.

- E. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

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

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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: _____

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

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

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

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

PREVAILING WAGE PROVISIONS

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

LICENSE PROVISIONS

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

DISPUTES

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

If yes, please describe the circumstances below:

BONDING

9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:
Name of bonding company/surety: _____

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Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

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PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR
Class A General Engineering Contractors

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

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

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: _____

Statement of Qualifications
For Construction Work

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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 1.01B & C. 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: _____

Statement of Qualifications
For Construction Work

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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: _____

END OF SECTION

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)

Non-Collusion Affidavit 00-4519 1 Seaside County Sanitation District
2025 General Engineering On Call Contract

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- 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 SECTION

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**SECTION 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.

Bidders Certifications

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF SECTION

11/1/2024

**SECTION 00 5100
NOTICE OF AWARD**

Dated _____

TO: _____

ADDRESS: _____

PROJECT NO.: _____

CONTRACT FOR: The Seaside County Sanitation District

2025 General Engineering On Call Contract

located at:

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955.**

The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

1. The 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). 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 these Specifications).

Notice of Award

00 5100 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

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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 **the individual Project Manager**. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to **pwinfo@ci.seaside.ca.us**.

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

OWNER

BY: _____
(Title)

(Print Name)

AUTHORIZED BY SEASIDE COUNTY SANITATION DISTRICT, MONTEREY COUNTY, CALIFORNIA
RESOLUTION:

NO: _____

ADOPTED: _____, [20__]

ACCEPTANCE OF NOTICE OF AWARD

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

Signature

This day of _____, 20__

BY: _____

Title: _____

END OF SECTION

Notice of Award

00 5100 - 2

Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

**SECTION 00 5200
SAMPLE 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 Seaside County Sanitation District ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

CONTRACT NUMBER XX-XX

**2025 General Engineering On Call Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

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

ARTICLE 1 -SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

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

1.02 PRICE FOR COMPLETION OF THE WORK

- A. Owner shall pay Contractor Contract Sum('s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have **thirty (30) working days**Days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

Agreement

00 5200 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

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1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. District 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.

1.06 ARCHITECT/ENGINEER

- A. **[Seaside County Sanitation District]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.07 LIQUIDATED DAMAGE AMOUNTS

- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 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).

CONTRACT DOCUMENTS

1.09 Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 5300	Work Order
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 9113	Addenda
Document 02 1000	Technical Specifications

1.010 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).

MISCELLANEOUS

Agreement

00 5200 - 2

Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

- 1.011** 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.
- 1.012** 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.
- 1.013** 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.
- 1.014** 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.
- 1.015** 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.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** 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.
- 1.018** In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

**OWNER: The Seaside County
Sanitation District**

By: _____
(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Agreement

00 5200 - 3

Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

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

(Title)

Attest: _____
District Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF SECTION

SECTION 00 5300**SAMPLE WORK ORDER****ARTICLE 1 -WORK ORDER PROCESS****1.01 DESIGN**

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

1.02 WORK ORDERS

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the work order is being issued,
 - 2. Date under which the overarching contract signed and notice to proceed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological work order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and District by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in work orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

1.03 WORK ORDER VALUE

- A. Work order values shall be based on quantities defined in each individual work orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule as shown in Section 00 4113.
 - 1. Where unit prices are given for multiple volumes of the same item, the line item value encompassing the total work order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a work order requires 500sf of Furnish, Place Compact Class II Aggregate Base (under SW, 4";thick base bid)[F-4-a : F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost:\$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost:\$15.00
F-4-c)	Quantity: 1001	Unit: SF	Unit Cost:\$ 4.40

 The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single work order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500SF of Class II Aggregate Base and the other sidewalk requires 600SF of Class II Aggregate Base, the total Class II Aggregate Base are is 1,100SF and the Unit Cost used shall be \$4.40/SF

Notice to Proceed

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Seaside County Sanitation District
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3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the District and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 ½" diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF
4. District shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the District shall have ultimate authority to define fair market value.

11/1/2024

SEASIDE COUNTY SANITATION DISTRICT

WORK ORDER

Issued To: *[Name of Contractor]*
2025 General Engineering On Call Contract
For Seaside County Sanitation District Projects
Agreement No. *[]*, Dated *[]/[]/[]*,
Effective Date of Notice to Proceed: *[]/[]/[]*

Work Order Number: *[AG No. - W.O. #]* *[Project Name]*

Issue Date: *[]/[]/[]*

Account Number: *[###-####-####]*

LOCATION: *[Address]*

DESCRIPTION OF WORK: All Work shall be in accordance with the 2025 General Engineering On Call Contract. This Work Order includes, but not limited to, the following:

_____. Work shall be in accordance with the
plans and statement of work, Attachment No. 1.

QUANTITIES AND PRICES:

Project Cost shall be _____ dollars *[\$---,---,---]* per attached *[Name of Contractor]*
cost estimates dated *[]/[]/[]*, Attachment No. 2.

All construction changes and associated costs shall require written Construction Change Orders.

TIME LIMITS:

To Begin: *[]/[]/[]*

To End: *[]/[]/[]*

Funding Check By (Provide Acct GL Print-Out): _____
Jessica Riley, Finance Director

This Work Order Authorized By: _____
Thomas Korman, District Engineer

Work Order Acceptance Acknowledged

By Contractor's Representative: _____
Owner, *[Name of Contractor]*

District Acceptance of Completed Work: _____, *[]/[]/[]*
[Name], [Job Title project manager] DATE
(Contractor's 1 – Year Guarantee Begins From Above Date)

cc: Contractor Accounting Inspection File

Notice to Proceed

00 5300 - 3

Seaside County Sanitation District
2025 General Engineering On Call Contract

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**SECTION 00 5500
NOTICE TO PROCEED**

Dated: _____, 202__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The Seaside County Sanitation District, << **Project Name** >>, located at <<
Project Location >> Seaside, California, 93955

CONTRACT NO: <<XX>>

You are notified that the Contract Time under the above Contract will commence to run on _____ [20__]. On that date, you are to start performing your obligations with respect to Work at any Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [20__] and _____, [20__], respectively.

Before you may start any Work at any 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. **Deliver submittals in accordance with Section 01 3119 Article 1 Section 1.02.**

OWNER

By: _____

Its: _____

END OF SECTION

Notice to Proceed

00 5500 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

SECTION 00 6113.13
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, Seaside County Sanitation District (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 2025 General Engineering On Call Contract in the not to exceed amount of \$1,000,000.00, which Contract is by this reference made a part hereof, for the work of the following Contract: 2025 General Engineering On Call Contract.

This is an On Call contract shall be used to provide the District with a readily available work force for repairs and alterations to existing facilities, emergency repairs, and new construction of projects less than \$175,000, as the District deems appropriate. In general, the work consists of repair, alteration, replacement, and construction of general engineering municipal improvements including, but not limited to, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, concrete and hot mix asphalt, dikes, decomposed granite sidewalks, retaining walls, storm drain systems, swails, and infiltration, sewer line systems, traffic signals, lighting, brick surfacing, paver surfacing, interlocking pavers, sawcutting uplifted portions of sidewalks and miscellaneous associated work at such times and locations as required. The work shall be located within the Seaside County Sanitation District, City of Seaside, City of Del Rey Oaks, City of Sand City, the Ord Military Community and or other area under the jurisdiction of the Seaside County Sanitation District or US Army Garrison Presidio of Monterey.

- 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 value discussed in item Section 00 6113.13 7.03C 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.

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- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

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

SURETY

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

Construction Performance Bond

00 6113.13 - 2

Seaside County Sanitation District
2025 General Engineering On Call Contract

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END OF SECTION

11/1/2024

SECTION 00 6113.16
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, Seaside County Sanitation District ("Owner") has awarded to <<(Name of Contractor)>> as Principal, Contract Number dated the day of , 20 (the "Contract"), titled 2025 General Engineering On Call Contract in the not to exceed amount of \$1,000,000 per year, which Contract is by this reference made a part hereof, for the work of the following Contract: Seaside 2025 General Engineering On Call Contract.

This is an On Call contract, which shall be used to provide the District with a readily available work force for repairs and alterations to existing facilities, emergency repairs, and new construction of projects less than \$175,000, as the District deems appropriate. In general, the work consists of repair, alteration, replacement, and construction of general engineering municipal improvements including, but not limited to, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, concrete and hot mix asphalt, dikes, decomposed granite sidewalks, retaining walls, storm drain systems, swails, and infiltration, sewer line systems, traffic signals, lighting, brick surfacing, paver surfacing, interlocking pavers, sawcutting uplifted portions of sidewalks and miscellaneous associated work at such times and locations as required. The work shall be located within the Seaside County Sanitation District, City of Seaside, City of Del Rey Oaks, City of Sand City, the Ord Military Community and or other area under the jurisdiction of the Seaside County Sanitation District or US Army Garrison Presidio of Monterey.

- 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 value of two hundred and fifty thousand dollars (\$250,000) as discussed in item Section 00 6113.13 7.03C 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 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.

Construction Labor and Materials
Payment Bond

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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- 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 SECTION

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

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for the **2025 General Engineering On Call Contract** located at 440 Harcourt 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

Escrow Agreement for Security
Deposits in Lieu of Retention

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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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

Escrow Agreement for Security
Deposits in Lieu of Retention

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Seaside County Sanitation District
2025 General Engineering On Call Contract

11/1/2024

ATTEST

Signature

Print Name

District 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

To: The Seaside County Sanitation District, Owner
 [() -]

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

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

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:

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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:

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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 SECTION

11/1/2024

SECTION 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 Seaside County Sanitation District ("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for << INSERT PROJECT NAME >> located at << INSERT LOCATION >>.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due to Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner with forthwith pay to Contractor the sum of [\$ _____ dollars and _____ Cents (\$ _____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are

Agreement And Release of
Any and All Claims

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

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

Agreement And Release of
Any and All Claims

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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execution of this Agreement and Release.

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

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

OWNER: Seaside County Sanitation District

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

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

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SECTION 00 6536

GUARANTY

TO: The Seaside County Sanitation District ("Owner"), for construction of **2025 General Engineering On Call Contract** located at:

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955.**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein in addition to submitting to Owner a Surety Bond in a sum equal to one hundred percent of the Contract price, prior to the date of recording the notice of completion.

Contractor hereby grants to Owner for a period of two (2) years 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 two (2) years 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.

Guaranty

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Seaside County Sanitation District
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Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF SECTION

Guaranty

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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**SECTION 00 7200
GENERAL CONDITIONS**

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ARTICLE 1 -INTERPRETATION OF CONTRACT DOCUMENTS

0.01 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.

0.02 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

1.01 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

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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.

1.02 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.)

1.03 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**2.01 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.

2.02 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**3.01 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.

3.02 CHECKING OF DRAWINGS AND SPECIFICATIONS

General Conditions

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2025 General Engineering On Call Contract

- 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.

3.03 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.

3.04 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

4.01 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.

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- 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.

4.02 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

5.01 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.

5.02 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.

5.03 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.

5.04 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.

5.05 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

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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.

5.06 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

6.01 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.

6.02 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.

6.03 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

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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.

6.04 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.

6.05 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.

6.06 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

7.01 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.

7.02 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.

7.03 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

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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.)

7.04 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.

7.05 CONTRACTOR TO NOT DISRUPT OWNER OPERATION

- A. Contractor shall schedule and execute all Work in a manner that do 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.

7.06 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

8.01 WARRANTY AND GUARANTY

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

8.02 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.

8.03 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.

8.04 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.

8.05 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.

8.06 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.

8.07 CORRECTION PERIOD AND PROJECT WARRANTY PERIOD:

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

8.08 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

9.01 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).

9.02 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.

9.03 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**10.01 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.

10.02 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.

10.03 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.

10.04 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.

10.05 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 inexcusable, 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.

10.06 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

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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.

10.07 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**11.01 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.

11.02 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.

11.03 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.

11.04 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

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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.

ARTICLE 13 - UNDERGROUND CONDITIONS

12.01 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.

12.02 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.

12.03 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:

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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.

12.04 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

13.01 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.

13.02 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.

13.03 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.

13.04 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.

13.05 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.

13.06 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.

13.07 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.

13.08 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.

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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

14.01 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.

14.02 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.

14.03 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.

14.04 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.

14.05 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.

14.06 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.

14.07 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.

14.08 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

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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).

14.09 COMPLIANCE MONITORING BY DEPARTMENT OF INDUSTRIAL RELATIONS

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

14.010 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.

14.011 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 SECTION

SECTION 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 Seaside County Sanitation District ("owner") satisfactory proof that contractor has taken out for the entire period covered by the contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in contract documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$2,000,000]** each occurrence, **[\$4,000,000]** general aggregate limit, and **[\$2,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000.00]**. Each loss shall be borne by Contractor.
 - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
 - E. Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[\$1,000,000]** combined single limit for each occurrence.
- 1.02** All policies of insurance shall be placed with insurers acceptable to owner. The insurance underwriter(s) for all insurance policies except workers' compensation shall have an a. M. Best company rating of **A-, 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.

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- 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,

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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 SECTION

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SECTION 00 7319

SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

ARTICLE 1 -HAZARDOUS MATERIALS

1.1 GENERAL

- A. The Contractor shall comply with the requirements of this section.

1.2 PREVIOUS ENGINEERING EVALUATIONS

- A. Construction Projects Under this On Call Contract cannot be well defined at this time. The District owns, operates, and maintains properties and infrastructure with hazardous materials. It shall be the contractors responsibility to request any past hazardous material surveys or environmental evaluations, and or request new evaluations for suspect materials.

1.3 REQUIREMENTS

- A. The Contractor shall stop work immediate if any job related activity will disturb suspected hazardous materials, and they shall bring it to the attention of the Project Manager.
- B. The Contractor shall bring to the attention of the Project Manager any suspect hazardous material for further testing and evaluation. All suspect materials shall be considered hazardous until test results prove otherwise.
- C. All work on hazardous materials shall be performed by certified professionals in accordance with the Environmental Protection Agency rules and regulation and any other governing laws.

END OF SECTION

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**SECTION 00 9113
ADDENDA**

**CONTRACT NUMBER xx-xx
SEASIDE COUNTY SANITATION DISTRICT
2025 GENERAL ENGINEERING ON CALL CONTRACT**

Located at

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

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

The following Addenda were issued, modifying the Project Manual:

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

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

END OF SECTION

Addenda

00 9113 - 1

Seaside County Sanitation District
2025 General Engineering On Call Contract

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

ARTICLE 1 -GENERAL

1.1 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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of Owner's **2025 General Engineering On Call Contract** located at:

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955.**

- A. This project includes:
- This is an On Call contract, which shall be used to provide the District with a readily available work force for repairs and alterations to existing facilities, emergency repairs, and new construction of projects less than \$175,000, as the District deems appropriate. In general, the work consists of repair, alteration, replacement, and construction of general engineering municipal improvements including, but not limited to, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, concrete and hot mix asphalt, dikes, decomposed granite sidewalks, retaining walls, storm drain systems, swails, and infiltration, sewer line systems, traffic signals, lighting, brick surfacing, paver surfacing, interlocking pavers, sawcutting uplifted portions of sidewalks and miscellaneous associated work at such times and locations as required. The work shall be located within the Seaside County Sanitation District, City of Seaside, City of Del Rey Oaks, City of Sand City, the Ord Military Community and or other area under the jurisdiction of the Seaside County Sanitation District or US Army Garrison Presidio of Monterey.
- 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

Summary

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Seaside County Sanitation District
2025 General Engineering On Call Contract

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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.

1.3 BID ITEMS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

A – Tree Protection

A-1 Tree Protection with Fencing (Chain-link and Plastic)

Payment for Tree Protection with Fencing shall be paid per lineal foot (LF) of fencing. This item includes material, labor and equipment to furnish, install, remove and off haul from the jobsite of chain-link fence or plastic fence around individual trees or cluster of trees.

A-2 Tree Protection Labor Premium

Payment for Tree Protection Labor Premium around trees and roots shall be paid per man-hour (HR). This item includes labor for hand digging at areas near tree trunks and roots. This item also includes clean cutting roots 2" and greater approved for cutting. Contractor shall notify the Engineer before commencement of this work. Any work of this nature done without prior approval by the Engineer will not be approved.

A-3 Spray/Wrap Monterey Pine

Payment for Spray/Wrap Monterey Pine shall be paid per each (Ea). This item includes material, labor and equipment necessary to spray and wrap designated Monterey Pines. This item also includes the removal and disposal of the wrap after construction.

A-4 Tree Well Liner

Payment for Tree Well Liner shall be paid per each (Ea). This item includes material, labor and equipment to furnish and install tree well liner complete in place. This item also includes necessary earthwork, topsoil and mulch.

B – Clearing and Grubbing

B-1, B-2 and B-3 Clearing and Grubbing (Grass, Bushes and other Objectionable Material)

Summary

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Seaside County Sanitation District
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Payment for Clearing and Grubbing shall be paid per square foot (SF) of grass, bushes or other objectionable material. This item includes clearing, grubbing and disposal of grass, bushes (less than 12" diameter) and other objectionable material as described in the Special Provision from within the jobsite.

B-4 Tree Removal and Disposal

Payment for Tree Removal and Disposal shall be paid per each (Ea) (base price is for a 12" diameter tree). Payment for tree removal and disposal for trees larger than 12" diameter shall be paid by the base bid (B-4-a) plus price per foot of tree diameter increment (B-4-b). Tree diameter shall be rounded to the nearest foot diameter (i.e.: 13" to 17" shall be rounded to 1' dia. and 18" to 23" shall be rounded to 2' diameter). This item also includes the removal and disposal of tree stumps one foot below the construction limit.

C – Earthwork

Payment for Earthwork shall be paid per cubic foot (CF). Compaction testing is required in this contract. Initial compaction testing as required shall be paid per Section 9-1.03, Force Account, of the Standard Specifications. This item includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

C-1 Earthwork on site (Excavation/stockpiling, and On-site Handling, Place and Compact)

Earthwork on site shall include all labor and equipment in the excavating, stockpiling, on site handling, placing, compacting and all associated cost to excavate, handle, stockpile, place and compact on site material.

C-2 Earthwork off haul and Disposal

Earthwork off haul and Disposal shall include labor, equipment, transport, fees and other cost associated in excavating, loading, off hauling and disposing material designated to be removed from the jobsite.

C-3 Earthwork and Import Backfill

Earthwork and Import Backfill shall include furnishing labor, material (sand or approved material), transport and other cost associated in furnishing, transporting, placing and compacting import backfill material.

D – Concrete Vertical Curb (VC)

D-1 Sawcut (VC)

Payment for the Sawcut of vertical curb shall be paid per each (Ea.). This item includes sawcutting existing concrete vertical curb at match line or as shown on the plans.

D-2 Demolition and Disposal (VC)

Payment for Demolition and Disposal of vertical curb shall be paid per lineal foot (LF). This item includes all cost associated in the removal and disposal of existing concrete vertical curb.

D-3 Form, Place and Finish (VC)

Payment for Form, Place and Finish of standard concrete vertical curb shall be paid per lineal foot (LF). This item includes furnishing labor, material and equipment for form placement, concrete placement, finishing and other cost associated to install concrete vertical curb complete in place.

D-4 Furnish, Place and Compact Class II Aggregate Base (under VC)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick, base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift

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with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete vertical curb complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

D-5 Dowel (VC)

Payment for Dowel concrete vertical curb shall be paid per each dowel (Ea.). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

Commented [LL1]: Should this include length of dowel?

E – Concrete Curb and Gutter (CG)

E-1 Sawcut (CG)

Payment for the Sawcut of Curb and Gutter shall be paid per each (Ea.). This item includes sawcutting existing concrete curb and gutter at match line or as shown on the plans.

Commented [LL2]: Should this be paid per LF?

E-2 Demolition and Disposal (CG)

Payment for Demolition and Disposal of curb and gutter shall be paid per lineal foot (LF). This item includes all cost associated in the removal and disposal of existing concrete curb and gutter.

E-3 Form, Place and Finish (CG)

Payment for Form, Place and Finish of standard concrete curb and gutter shall be paid per lineal foot (LF). This item includes furnishing labor, material and equipment for form placement, concrete placement, finishing and other cost associated to install standard concrete curb and gutter complete in place.

E-4 Furnish, Place and Compact Class II Aggregate Base (under CG)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick, base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete curb and gutter complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

E-5 Form, Place and Finish 12" Gutter (CG)

Payment for Form, Place and Finish of concrete curb and 12" wide gutter shall be paid per lineal foot (LF). This item includes furnishing labor, material and equipment for form placement, concrete placement, finishing and other cost associated to install concrete curb and 12" wide gutter complete in place.

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E-6 Form, Place and Finish 18" Gutter (CG)

Payment for Form, Place and Finish of concrete curb and 18" wide gutter shall be paid per lineal foot (LF). This item includes furnishing labor, material and equipment for form placement, concrete placement, finishing and other cost associated to install concrete curb and 18" wide gutter complete in place.

E-7 Dowel (CG)

Payment for Dowel concrete curb and gutter shall be paid per each dowel (Ea). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

F – Concrete Sidewalk (SW)

F-1 Sawcut (SW)

Payment for the Sawcut of concrete sidewalk (4" thick base bid) shall be paid per lineal foot (LF). Payment for thicker concrete shall be paid by the base bid plus price per lineal foot of 1" thick concrete increment. This item includes sawcutting existing concrete sidewalk at match line or as shown on the plans.

F-2 Demolition and Disposal (SW)

Payment for Demolition and Disposal of concrete sidewalk shall be paid per cubic foot (CF). This item includes all cost associated in the removal and disposal of existing concrete sidewalk.

F-3 Form, Place and Finish (SW)

Payment for Form, Place and Finish of standard concrete sidewalk shall be paid per square foot (SF). This item includes furnishing labor, material and equipment for form placement, concrete placement, finishing and other cost associated to install standard concrete sidewalk complete in place.

F-4 Furnish, Place and Compact Class II Aggregate Base (under SW)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick, base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete sidewalk complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

F-5 Concrete Slicing (SW)

Payment for Concrete Slicing shall be paid per an inch foot (IN/FT) basis and shall include furnishing all labor, material and equipment needed for dust collection, slicing, and grinding concrete pavement to eliminate trip hazards. IN/FT is determined by measuring the length of the sidewalk uplift in feet, and the average height of the uplift in inches and multiplying the two units together.

SLICING EXAMPLE:

1.	Measure	Sidewalk measures 4-FT with an average 2-IN uplift across.
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2.	Calculate IN/FT	4-FT x 2-IN = 8 IN/FT.
3.	Calculate Slicing Price	(F-5-a Unit Price) x 8 IN/FT = (Slicing Price)

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

F-5 Dowel (SW)

Payment for Dowel concrete sidewalk shall be paid per each dowel (Ea). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

G – Concrete Sidewalk Crossing (SWX)

G-1 Sawcut (SWX)

Payment for the Sawcut of concrete sidewalk crossing (6" thick base bid) shall be paid per lineal foot (LF). Payment for thicker concrete shall be paid by the base bid plus price per linear foot of 1" thick concrete increment. This item includes sawcutting existing concrete sidewalk crossing at match line or as shown on the plans.

G-2 Demolition and Disposal (SWX)

Payment for Demolition and Disposal of concrete sidewalk crossing shall be paid per cubic foot (CF). This item includes all cost associated in the removal and disposal of existing concrete sidewalk crossing.

G-3 Form, Place and Finish (SWX)

Payment for Form, Place and Finish of standard concrete sidewalk crossing shall be paid per square foot (SF). This item includes material, labor and equipment for form placement, concrete placement, finishing and other cost associated to install standard concrete sidewalk crossing complete, in place. Payment for curb and gutter along the sidewalk crossing shall be included in the square foot price of concrete sidewalk crossing.

G-4 Furnish, Place and Compact Class II Aggregate Base (under SWX)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick, base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete sidewalk crossing complete in place as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

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Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

G-5 Dowel (SWX)

Payment for Dowel concrete sidewalk crossing shall be paid per each dowel (Ea.). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

H – Concrete Curb Ramps (CR)

H-1 Sawcut (CR)

Payment for the Sawcut of concrete curb ramps (6" thick base bid) shall be paid per lineal foot (LF). Payment for thicker concrete shall be paid by the base bid plus price per linear foot of 1" thick concrete increment. This item includes sawcutting existing concrete curb ramp at match line or as shown on the plans.

H-2 Demolition and Disposal (CR)

Payment for Demolition and Disposal of concrete curb ramp shall be paid per cubic foot (CF). This item includes all cost associated in the removal and disposal of existing concrete curb ramps.

H-3 Form, Place and Finish (CR)

Payment for Form, Place and Finish of concrete curb ramp shall be paid per square foot (SF). This item includes material, labor and equipment for form placement, concrete placement, finishing and other cost associated to install ADA compliant curb ramps complete in place. Curb ramps shall be measured by computing the area from the lip of gutter to the outside limit of the 12" grooved band and between the outside limits of grooved bands at each side of the ramp. Payment for curb and gutter along the curb ramp shall be included in square foot price of curb ramp.

H-4 Furnish, Place and Compact Class II Aggregate Base (under CR)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick, base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete curb ramp complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

H-5 Dowel (CR)

Payment for Dowel concrete curb ramp shall be paid per each dowel (Ea.). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

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I – Concrete Cross Gutter (XG)

I-1 Sawcut (XG)

Payment for the Sawcut of concrete cross gutter (6" thick base bid) shall be paid per lineal foot (LF). Payment for thicker concrete shall be paid by the base bid plus price per linear foot of 1" thick concrete increment. This item includes sawcutting existing concrete cross gutter at match line or as shown on the plans.

I-2 Demolition and Disposal (XG)

Payment for Demolition and Disposal of concrete cross gutter shall be paid per cubic foot (CF). This item includes all cost associated in the removal and disposal of existing concrete cross gutter.

I-3 Form, Place and Finish (XG)

Payment for Form, Place and Finish of concrete cross gutter shall be paid per square foot (SF). This item includes material, labor and equipment for form placement, concrete placement, finishing and other cost associated to install standard concrete cross gutter complete in place.

I-4 Furnish, Place and Compact Class II Aggregate Base (under XG)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete cross gutter complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

I-5 Dowel (XG)

Payment for Dowel concrete cross gutter shall be paid per each dowel (Ea.). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plans.

J – Hot Mix Asphalt Dike (HMAD)

J-1 Sawcut (HMAD)

Payment for the Sawcut of hot mix asphalt (HMA) dike shall be paid per each (Ea.). This item includes sawcutting existing hot mix asphalt dike at match line or as shown on the plans.

J-2 Demolition and Disposal (HMAD)

Payment for Demolition and Disposal of hot mix asphalt dike shall be paid per lineal foot (LF). This item includes all cost associated in the removal and disposal of existing hot mix asphalt dike.

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J-3 and J-4 Furnish and Place (HMAD, Type A or Type E)

Payment for Furnish and Place of hot mix asphalt dike, Type A or Type E, shall be paid per lineal foot (LF), respectively. This item includes furnishing labor, material and equipment for form placement, hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt dike complete in place.

K – Wire Mesh

K-1 Furnish and Install Wire Mesh (6x6-W10xW10)

Payment for Furnish and Install Wire Mesh shall be paid per square foot (SF). This item includes labor, material, equipment, fees and other cost associated to install wire mesh complete in place.

L – Tinted Concrete

L-1 Add Integral Color

Payment for Add Integral Color material (tint) to concrete work shall be paid per pound (Lb.). This item includes labor, material, equipment, fees and other cost associated to add integral color (tint) to concrete work complete in place. This unit cost is in addition to bid item "Form, Place and Finish" concrete work, whenever tinted concrete is required.

M – Decomposed Granite Sidewalk (DGSW)

M-1 Furnish, Place and Finish (DGSW, 4" Thick)

Payment for Furnish, Place and Finish decomposed granite sidewalk, 4" thick, shall be paid per square foot (SF). This item includes material, labor and equipment for decomposed granite placement, finishing and other cost associated to install decomposed granite (DG) sidewalk complete in place.

M-2 Furnish, Place and Finish Cement Stabilized Decomposed Granite Sidewalk, 4" Thick (DGSW)

Payment for Furnish, Place and Finish Cement Stabilized Decomposed Granite Sidewalk, 4" thick, shall be paid per square foot (SF). This item includes material, labor and equipment for decomposed granite placement, cement stabilization, finishing and other cost associated to install cement stabilized decomposed granite sidewalk complete in place.

M-3 Furnish, Place and Finish Decomposed Granite Sidewalk with Binder, 4" Thick

Payment for Furnish, Place and Finish Decomposed Granite Sidewalk with Binder, 4" thick, shall be paid per square foot (SF). This item includes material, labor and equipment for decomposed granite placement, binder, finishing and other cost associated to install decomposed granite sidewalk with binder complete in place.

M-4 Furnish and Install 2"x4" Header Board with Stake (DGSW)

Payment for Furnish and Install 2"x4" Header Board with Stake shall be paid per lineal foot (LF). This item includes material, labor and equipment for placement, finishing and other cost associated to furnish and install 2" x 4" header board with stake, complete in place.

N – Hot Mix Asphalt Sidewalk (HMASW)

N-1 Demolition and Disposal (HMASW)

Payment for Demolition and Disposal of hot mix asphalt (HMA) sidewalk shall be per square foot (SF). This item includes all cost associated in the removal, off haul and disposal of existing hot mix asphalt sidewalk.

N-2 Furnish, Place and Finish (HMASW, 2" Thick)

Payment for Furnish, Place and Finish hot mix asphalt sidewalk, 2" thick, shall be paid per square foot (SF). This item includes material, labor and equipment for hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt sidewalk complete in place.

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N-3 Furnish, Place and Compact Class II Aggregate Base (under HMASW)

Payment for Furnish, Place and Compact Class II Aggregate base (4" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under hot mix asphalt sidewalk complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item also includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

N-4 Furnish and Install 2"x4" Header Board with Stake (HMASW)

Payment for Furnish and Install 2"x4" Header Board with Stake shall be paid per lineal foot (LF). This item includes material, labor and equipment for placement, finishing and other cost associated to furnish and install 2"x4" header board with stake complete in place.

O – Concrete Street (CST)

O-1 Sawcut (CST)

Payment for the Sawcut of concrete street (6" thick base bid) shall be paid per lineal foot (LF). Payment for thicker concrete shall be paid by the base bid plus price per linear foot of 1" thick concrete increment. This item includes sawcutting existing concrete street at match line or as shown on the plans.

O-2 and O-3 Demolition and Disposal (CST)

Payment for Demolition and Disposal of concrete street shall be paid per cubic foot (CF) for thickness up to 6" and for thickness greater than 6". This item includes all cost associated in the removal and disposal of existing concrete street.

O-4 Form, Place and Finish (CST)

Payment for Form, Place and Finish of concrete street (6" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 1" thick concrete increment. Concrete shall be 3000 psi. This item includes material, labor and equipment for form placement, concrete placement, finishing and other cost associated to install concrete street complete in place, as shown on the plans or directed by the Engineer. Concrete that requires a higher strength or additives, as shown on the plans or directed by the engineer, shall be paid for at these unit prices plus the difference between 3000 psi concrete and higher strength concrete and/or additives.

O-5 Furnish, Place and Compact Class II Aggregate Base (under CST)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

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For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid plus the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under concrete street complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

O-6 Furnish and Install Reinforcing Bars (CST)

Payment for Furnish and Install Reinforcing Bars shall be paid per pound (Lb.). This item includes material, labor and equipment to furnish and install Grade 40 or Grade 60 reinforcing bars including tie wires, complete in place, as shown on the plans or directed by the Engineer.

P – Trench and Conform Paving (TCP)

Trench paving shall be defined as paving for trenches three (3) feet wide or less. Conform paving shall be defined as paving areas such as hot mix asphalt (HMA) roadways, parking lots and driveways where the total area is one hundred (100) square feet or less.

P-1 Sawcut (TCP)

Payment for the Sawcut of hot mix asphalt (2" thick base bid) shall be paid per lineal foot (LF). Payment for thicker hot mix asphalt shall be paid by the base price plus price per linear foot of 1" thick hot mix asphalt increment. This item includes sawcutting existing hot mix asphalt at match line or as shown on the plans.

P-2 and P-3 Demolition & Disposal (TCP)

Payment for Demolition and Disposal of hot mix asphalt shall be paid per cubic foot (CF) for thickness up to 6" and for thickness greater than 6", respectively. This item includes all cost associated in the removal and disposal of existing hot mix asphalt.

P-4 Furnish, Place and Compact Class II Aggregate Base (under TCP)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under trench and conform paving complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

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Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

P-5 Furnish, Place and Compact Hot Mix Asphalt (TCP)

Payment for Furnish, Place and Compact Hot Mix Asphalt for trench and conform paving (2" thick, base bid) shall be paid per square foot (SF). Payment for thicker section of hot mix asphalt shall be paid by the base bid plus price per square foot of 1" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required. This item includes material, labor and equipment for hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt for trench and conform paving complete in place, as shown on the plans or directed by the Engineer.

For example: If a 3" thick lift hot mix asphalt is required, the unit price for 2" thick hot mix asphalt would be paid as well as the unit price for a 1" thick hot mix asphalt increment. If a 6" thick deep lift of hot mix asphalt is required, the total quantity per square foot of 2" thick hot mix asphalt would be multiplied by three (3) and would be paid at the contract unit price per square foot of 2" thick hot mix asphalt.

Q – Production Paving (PP)

Production paving shall be defined as paving for trenches greater than three (3) feet wide and for paving areas such as hot mix asphalt (HMA) roadways, parking lots and driveways where the total area is greater than one-hundred (100) square feet. This operation includes utilizing conventional paving machines and operations.

Q-1 Sawcut (PP)

Payment for the Sawcut of hot mix asphalt (2" thick base bid) shall be paid per lineal foot (LF). Payment for thicker hot mix asphalt shall be paid by the base price plus price per linear foot of 1" thick hot mix asphalt increment. This item includes sawcutting existing hot mix asphalt at match line or as shown on the plans.

Q-2 and Q-3 Demolition and Disposal (PP)

Payment for Demolition and Disposal of hot mix asphalt shall be paid per cubic foot (CF) for thickness up to 6" and for thickness greater than 6", respectively. This item includes all cost associated in the removal and disposal of existing hot mix asphalt.

Q-4 Demolition by Grinding (PP)

Payment for Demolition by Grinding shall be paid per cubic foot (CF) of hot mix asphalt, aggregate base and earth. Payment for Disposal of Grinding shall be paid per cubic foot (CF) of grindings. This item includes all cost associated in the removal and disposal of existing hot mix asphalt.

Q-5 Furnish, Place and Compact Class II Aggregate Base (under PP)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" thick base bid) shall be paid per square foot (SF). Payment for thicker section shall be paid by the base bid plus price per square foot of 2" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required.

For example: If a 6" aggregate base section is required the unit price for 4" thick aggregate base installation would be paid as well as the unit price for a 2" incremental increase in the aggregate base price. However, if two lifts of aggregate base are required due to the total aggregate base thickness exceeding a maximum lift thickness for compaction purposes (6"), then the 4" thick price would be applied for each required lift

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with the remaining additional thickness being paid for per the 2" incremental price. If a 12" section is required, the payment would consist of two times the 4" price plus two times the 2" incremental price.

This item includes aggregate base placement, compaction and other cost associated to furnish, place and compact aggregate base under production paving complete in place, as shown on the plans or directed by the Engineer. Earthwork shall be paid as Item C, Earthwork.

Compaction testing for aggregate base is required in this contract unless otherwise directed by the Engineer. Initial compaction testing as required shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. This item includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor.

Payment for minor adjustment to grade of utility boxes, valves and other appurtenances shall be included in this item. Major adjustments such as replacement and modification of boxes, valves and other appurtenances shall be done by respective utility companies and payment shall not be included herein.

Q-6 Furnish, Place and Compact Hot Mix Asphalt (PP)

Payment for Furnish, Place and Compact Hot Mix Asphalt for production paving (2" thick base bid) shall be paid per square foot (SF). Payment for thicker section of hot mix asphalt shall be paid by the base bid plus price per square foot of 1" thick increment and/or by multiplying the base bid if additional handling (additional lift) is required. Payment for section of asphalt with varying depth (leveling course) shall be paid per ton. This item includes material, labor and equipment for hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt for production paving complete in place, as shown on the plans or directed by the Engineer.

For example: If a 3" thick lift hot mix asphalt is required, the unit price for 2" thick hot mix asphalt would be paid as well as the unit price for a 1" thick hot mix asphalt increment. If a 6" thick deep lift of hot mix asphalt is required, the total quantity per square foot of 2" thick hot mix asphalt would be multiplied by three (3) and would be paid at the contract unit price per square foot of 2" thick hot mix asphalt.

R – Sign and Sign Post

R-1 Removal and Disposal of Sign and Sign Post

Payment for Removal and Disposal of Sign and Sign Post shall be paid per each (Ea.). This item includes all cost associated in the removal and disposal of existing sign and sign post.

R-2 Salvage and Reinstall Sign and Sign Post

Payment for Salvage and Reinstall Sign and Sign Post shall be paid per each (Ea.). This item includes all cost associated to salvage and reinstall sign and sign post complete in place, as shown on the plan, or directed by the Engineer.

R-3 Install New Sign and Sign Post (City Furnished Sign)

Payment for Install New Sign and Sign Post shall be paid per each (Ea.). This item includes labor, material (excluding sign, which will be furnished by the City), equipment, fees and other cost associated to install new sign and sign post completion in place, as shown on the plans, or directed by the Engineer.

S – Storm Drain and Sanitary Sewer

S-1, S-2, S-3 and S-4 Furnish and Install High Density Polyethylene Pipe (HDPE)

Payment for Furnish and Install High Density Polyethylene Pipe (HDPE) shall be paid per lineal foot (LF) of respective pipe diameter. This item includes material, labor and equipment for the furnishing and installation of HDPE pipe. Earthwork shall be paid as Item C, Earthwork. Payment for shoring trenches greater than five (5) feet deep shall be paid per Section 9-1.03, "Force Account", of the Standard Specification. If additional sloping or benching is necessary for trenches greater than five (5) feet deep, the payment of this additional earthwork shall be paid per item C, Earthwork. Use of shoring and/or benching shall be as determined by the Engineer.

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S-5, S-6, S-7 and S-8 Furnish and Install Polyvinyl Chloride Pipe (PVC)

Payment for Furnish and Install Polyvinyl Chloride Pipe (PVC) shall be paid per lineal foot (LF) of respective pipe diameter. This item includes material, labor and equipment for the furnishing and installation of PVC pipe. Earthwork shall be paid as Item C, Earthwork. Payment for shoring trenches greater than five (5) feet deep shall be paid per Section 9-1.03, "Force Account", of the Standard Specification. If additional sloping or benching is necessary for trenches greater than five (5) feet deep, the payment of this additional earthwork shall be paid per item C, Earthwork. Use of shoring and/or benching shall be as determined by the Engineer.

S-9, S-10, S-11 and S-12 Furnish and Install Reinforced Concrete Pipe (RCP)

Payment for Furnish and Install Reinforced Concrete Pipe (RCP) shall be paid per lineal foot (LF) of respective pipe diameter. This item includes material, labor and equipment for the furnishing and installation of RCP pipe. Earthwork shall be paid as Item C, Earthwork. Payment for shoring trenches greater than five (5) feet deep shall be paid per Section 9-1.03, "Force Account", of the Standard Specification. If additional sloping or benching is necessary for trenches greater than five (5) feet deep, the payment of this additional earthwork shall be paid per item C, Earthwork. Use of shoring and/or benching shall be as determined by the Engineer.

S-13, S-14, S-15 and S-16 Furnish and Install Vitrified Clay Pipe (VCP)

Payment for Furnish and Install Vitrified Clay Pipe (VCP) shall be paid per lineal foot (LF) of respective pipe diameter. This item includes material, labor and equipment for the furnishing and installation of VCP pipe. Earthwork shall be paid as Item C, Earthwork. Payment for shoring trenches greater than five (5) feet deep shall be paid per Section 9-1.03, "Force Account", of the Standard Specification. If additional sloping or benching is necessary for trenches greater than five (5) feet deep, the payment of this additional earthwork shall be paid per item C, Earthwork. Use of shoring and/or benching shall be as determined by the Engineer.

S-17 Demolition and Disposal of Concrete Catch Basin or Manhole

Payment for Demolition and Disposal of Concrete Catch Basin or Manhole (4' deep maximum base bid) shall be paid per each (Ea). Payment for demolition and disposal of catch basin or manhole deeper than four (4) feet shall be paid by the base bid (per each) plus price per lineal foot of 1' deep increment. This item includes all cost associated in the removal and disposal of existing concrete standard catch basin, extended inlet catch basin or manhole.

S-18 Install Catch Basin (Standard and Extended Inlet Catch Basin)

Payment for Install Catch Basin (4' deep maximum base bid) shall be paid per each (Ea). Payment for installation of new catch basin deeper than four (4) feet shall be the base bid plus price per lineal foot of 1' deep increment. This item includes material, labor, equipment, including necessary shoring, and other cost associated to install new catch basin complete in place, as shown on the plans or as directed by the Engineer. Payment of curb and gutter along the taper section shall be paid as item E, Concrete Curb and Gutter. Payment for earthwork shall be included in the unit price per each catch basin.

S-19 Install Manhole

Payment for Install Manhole (4' deep maximum base bid) shall be paid per each (Ea). Payment for installation of new manhole deeper than four (4) feet shall be the base bid plus price per lineal foot of 1' deep increment. This item includes material, labor, equipment, including necessary shoring, and other cost associated to install new manhole complete in place, as shown on the plans or as directed by the Engineer. Payment for earthwork shall be included in the unit price per each manhole.

S-20 Install Clean Out

Payment for Install Clean Out shall be paid per each (Ea). This item includes material, labor, equipment, and other cost associated to install clean out complete in place, as shown on the plans or as directed by the Engineer. Payment for earthwork shall be included in the unit price per each clean out.

S-21 Install Curb Drain

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Payment for Install Curb Drain shall be paid per each (Ea). This item includes material, labor, equipment, and other cost associated to install curb drain complete in place, as shown on the plans or as directed by the Engineer.

S-22 Install Edge Drain (4" Diameter)

Payment for Install Edge Drain (4" diameter) shall be paid per lineal foot (LF). This item includes material, labor, equipment, and other cost associated to install new edge drain complete in place, as shown on the plans, or as directed by the Engineer.

S-23 Slurry Cement Backfill

Payment for Slurry Cement Backfill shall be paid per cubic foot (CF). This item includes material, labor, transport and equipment for slurry cement backfill placement and other cost associated, including trench plates if necessary, to furnish and install slurry cement backfill complete in place, as shown on the plans, or as directed by the Engineer.

S-24 Drain Rock Backfill

Payment for Drain Rock Backfill shall be paid per cubic foot (CF). This item includes material, labor, transport and equipment for drain rock backfill placement and other cost associated, including trench plates if necessary, to furnish and install drain rock backfill complete in place, as shown on the plans or as directed by the Engineer.

S-25 Repair Sewer Lateral

Payment for Repair Sewer Lateral shall be paid per lineal foot (LF). This item includes material, labor, equipment and other cost associated for repairing sewer laterals, that are in conflict with the proposed construction, complete in place, as shown on the plans or as directed by the Engineer.

T – Railroad Tie: Retaining Wall and Steps

T-1 Furnish and Install Railroad Tie Retaining Wall

Payment for Furnish and Install Railroad Tie Retaining Wall (First Course Base Bid) shall be paid per lineal foot (LF). Payment for taller railroad tie retaining walls shall be paid by the base price plus price per lineal foot of each additional course increment of railroad ties installed. This item includes materials, labor, equipment and other cost associated to furnish and install railroad tie retaining walls complete in place, as shown on the plans or as directed by the Engineer. Earthwork shall be paid as item C, Earthwork, to the limit shown on the plans or as directed by the Engineer. Earthwork cost due to over excavation shall be borne by the Contractor.

T-2 Furnish and Install Railroad Tie Steps

Payment for Furnish and Install Railroad Tie Steps shall be per lineal foot (LF) of railroad ties placed. This item includes material, labor, equipment and other cost associated to furnish and install railroad tie steps complete in place, as shown on the plans or as directed by the Engineer.

U – Wood Retaining Wall (4"x4" Posts with 3"x12" Planks)

U-1, U-2, U-3 and U-4 Furnish and Construct Wood Retaining Wall

Payment for Furnish and Construct Wood Retaining Wall shall be paid per linear foot (LF) of respective retaining wall height. Wood retaining walls shall be constructed with 4"x4" posts and 3"x12" planks. This item includes material, labor, equipment and other cost associated to furnish and construct wood retaining walls complete in place as specified herein, as shown on the plans or as directed by the Engineer. Also included in this item is furnishing and placing of concrete footings. Earthwork shall be paid as Item C, Earthwork, to the limits as specified herein, as shown on the plans or as directed by the Engineer. Earthwork cost due to over excavation shall be borne by the Contractor.

V – Masonry Retaining Wall (MRW)

V-1 Furnish and Construct Concrete Foundation (MRW)

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Payment for Furnish and Construct Concrete Foundation for masonry retaining walls shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and construct concrete foundation complete in place, as shown on the plans or as directed by the Engineer. Earthwork shall be paid as Item C, Earthwork, to the limits as specified herein, as shown on the plans or as directed by the Engineer. Earthwork cost due to over excavation shall be borne by the contractor.

V-2 Furnish and Install Reinforcing Bars (MRW)

Payment for Furnish and Install Reinforcing Bars for masonry retaining walls shall be paid per pound (Lb). This item includes material, labor, equipment and other cost associated to furnish and install reinforcing bars, including tie wires, complete in place, as shown on the plans or as directed by the Engineer.

V-3 Furnish and Construct Masonry Retaining Wall

Payment for Furnish and Construct Masonry (Concrete Masonry Unit, CMU) Retaining Wall shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and construct masonry retaining wall complete in place, as shown on the plans or as directed by the Engineer. Earthwork shall be paid per Item C, Earthwork, to the limits as specified herein, as shown on the plans or as directed by the Engineer. Cost due to over excavation shall be borne by the contractor.

W – Concrete Retaining Wall (CRW)

W-1 Furnish and Construct Concrete Foundation (CRW)

Payment for Furnish and Construct Concrete Foundation for concrete retaining walls shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and construct concrete foundation complete in place, as shown on the plans or as directed by the Engineer. Earthwork shall be paid as Item C, Earthwork, to the limits as specified herein, as shown on the plans or as directed by the Engineer. Earthwork cost due to over excavation shall be borne by the contractor.

W-2 Furnish and Install Reinforcing Bars (CRW)

Payment for Furnish and Install Reinforcing Bars for concrete retaining walls shall be paid per pound (Lb). This item includes material, labor, equipment and other cost associated to furnish and install reinforcing bars, including tie wires, complete in place, as shown on the plans or as directed by the Engineer.

W-3 Furnish and Construct Concrete Retaining Wall

Payment for Furnish and Construct Concrete Retaining Wall shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and construct concrete retaining wall complete in place, as shown on the plans or as directed by the Engineer. Earthwork shall be paid per Item C, Earthwork, to the limits as specified herein, as shown on the plans or as directed by the Engineer. Earthwork cost due to over excavation shall be borne by the contractor.

X – Handrail

X-1 and X-2 Furnish and Install Wood Handrail (Attached to Retaining Wall or Freestanding)

Payment for Furnish and Install Wood Handrail shall be paid per linear foot (LF) of handrail attached to a retaining wall or freestanding. This item includes material, labor, equipment and other cost associated to furnish and install wood handrail complete in place, as shown on the plans or as directed by the Engineer.

X-3 and X-4 Furnish and Install 1 ½" Diameter Galvanized Steel Pipe Handrail (Attached to Retaining Wall or Freestanding)

Payment for Furnish and Install 1½" Diameter Galvanized Steel Pipe Handrail shall be paid per linear foot (LF) of handrail attached to a retaining wall or freestanding. This item includes material, labor, equipment and other cost associated to furnish and install galvanized steel pipe handrail complete in place, as shown on the plans or as directed by the Engineer.

Y – Street and Parking Lot Lighting

Y-1 Furnish and Install Light Post and Fixture (Street and Parking Lot)

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Payment for Furnish and Install Light Post and Fixture shall be paid per each (Ea) street or parking lot light post and fixture. This item includes material, labor, equipment and other cost associated to furnish and install street or parking lot light post and fixture complete in place, as shown on the plans or as directed by the Engineer. This item also includes post, foundation, earthwork, fixture, pull box, wiring from fixture to pull box and tie in for a complete and operational street or parking lot light.

Y-2, Y-3, Y-4 and Y-5 Install Conduit and Conductor

Payment for Install Conduit and Conductor shall be paid per lineal foot (LF) of respective item. This item includes material, labor, equipment and other cost associated to furnish and install conduit of the respective diameter and conductors complete in place, as shown on the plans or as directed by the Engineer. This item also includes tie in necessary for a complete and operational street or parking lot light. Earthwork shall be paid as Item C, Earthwork. Earthwork cost due to over excavation shall be borne by the contractor.

Y-6 Install Electric Pull Box

Payment for Install Electric Pull Box shall be paid per each (Ea). This item includes material, labor, equipment and other cost associated to install electric pull box complete in place, as shown on the plans areas directed by the Engineer. Earthwork shall be paid per Item C, Earthwork. Earthwork cost due to over excavation shall be borne by the contractor.

Z – Traffic Control

Payment for standard traffic control as needed shall be included in various unit prices of the project. Standard traffic control for any single project shall include up to the following:

16	Vinyl Signs (of appropriate type for the given project) with Stands
100	24" Traffic Cones with Reflective Bands
50	Class 1 Barricades
50	Class 1 Barricades with flashers
4	Class 3 Barricades
50	Delineators with Reflective Bands
---	Paper Traffic Signage as Needed

Z-1 Changeable Message Sign

Payment for Changeable Message Sign, when required by the Engineer, shall be paid per day. This item includes material, labor, equipment and other cost associated to furnish, place, operate and maintain changeable message boards as required.

Z-2 Flag person

Payment for Flag person, when required by the Engineer, shall be paid per hour (Hr). This item includes 50% of the cost for labor, equipment and other cost associated to furnish competent flag person(s) during construction operations.

AA – Construction Staking

AA-1 Construction Staking

Payment for Construction Staking, when required by the Engineer, shall be paid per hour (Hr). This item includes material, labor, equipment and other cost associated to furnish construction staking.

BB – Fence and Gates

BB-1 Removal and Disposal of Fence and Gates

Payment for Removal and Disposal of Fence and Gates shall be paid per linear foot (LF). This item includes all cost associated in the removal and disposal of existing fence and gates.

BB-2 Furnish and Install Chain-link Fence

Payment for Furnish and Install Chain-link Fence shall be paid per linear foot (LF) of fencing for heights six (6) feet and less and heights over six (6) feet, respectively. This item includes material, labor, equipment,

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earthwork, foundation and associated hardware and other cost associated to furnish and install chain-link fence complete in place, as shown on the plans or as directed by the Engineer. This item also includes earthwork, foundation and associated hardware necessary for complete chain-link fence and gates.

BB-3 Furnish and Install Gate

Payment for Furnish and Install Gate shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and install gates complete in place, as shown on the plans or as directed by the Engineer.

BB-4 Furnish and Install Strands of Barbed Wire on Top of Chain-link Fence and Gates

Payment for Furnish and Install Strands of Barbed Wire on top of Chain-link Fence and Gates shall be paid per linear foot (LF) of fencing for heights three (3) feet and less and heights over three (3) feet, respectively. This item includes material, labor, equipment and other cost associated to furnish and install strands of barbed wire on top of chain-link fence and gates, complete in place, as shown on the plans or as directed by the Engineer.

CC – ADA Access Ramps (ADA Ramps)

CC-1 Form, Place and Finish (ADA Ramps)

Payment for Form, Place and Finish of concrete Americans with Disabilities Act (ADA) compliant ramps shall be paid per square foot (SF) as measured on all finished vertical and horizontal concrete surfaces. This item includes material, labor, and equipment for form placement, concrete placement, finishing and other costs associated to install concrete ADA compliant ramps complete in place, as shown on the plans or as directed by the Engineer.

DD – Brick Surfacing (Brick)

DD-1 Sawcut (Brick)

Payment for Sawcut of brick surfacing on concrete underslab (4" thick base bid) shall be paid per linear foot (LF). Payment for thicker brick surfacing on concrete underslab shall be paid by the base bid plus price per linear foot of 1" thick brick surfacing on concrete underslab increment. This item includes sawcutting existing brick surfacing and/or concrete underslab at match line, as shown on the plans or as directed by the Engineer.

DD-2 Demolition and Disposal (Brick)

Payment for Demolition and Disposal of brick surfacing on concrete underslab shall be paid per cubic foot (CF). This item includes all costs associated in the removal and disposal of existing brick surfacing on concrete underslab.

DD-3 Furnish, Place and Finish Brick Surfacing (On Concrete Underslab)

Payment for Furnish, Place and Finish Brick Surfacing on concrete underslab shall be paid per square foot (SF). This item includes material, labor and equipment for furnishing, placement, finishing and other cost associated to install brick surfacing on concrete underslab complete in place, as shown on the plans or as directed by the Engineer. This item also includes concrete underslab, thin set mortar bed and grout.

DD-4 Repair Brick Surfacing (on Concrete Underslab)

Payment for Repair Brick Surfacing on concrete underslab shall be paid per square foot (SF). This item includes material, labor equipment and other cost associated to repair brick surfacing on concrete underslab complete in place, as shown on the plans or as directed by the Engineer. This item also includes thin set mortar bed and grout. Any new brick required to be purchased by the Contractor and any concrete underslab repair work needed shall be reimbursed in the terms of extra work and paid per Section 9-1.03, "Force Account" of the Specifications.

DD-5 Dowel (Brick)

Payment for Dowel concrete underslab shall be paid per each (Ea). This item includes furnishing labor, material and equipment for placement of dowels at match line or as shown on the plan.

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DD-6 Furnish, Place and Finish Brick Surfacing (on Sand Bedding)

Payment for Furnish, Place and Finish Brick Surfacing on sand bedding shall be paid per square foot (SF). This item includes material, labor and equipment for furnishing, placement, finishing and other cost associated to install brick surfacing on sand bedding complete in place, as shown on the plans or as direct by the Engineer. This item also includes sand bedding and joint sand or grout.

DD-7 Repair Brick Surfacing (on Sand Bedding)

Payment for Repair Brick Surfacing on sand bedding shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to repair brick surfacing on sand bedding complete in place, as shown on the plans or as directed by the Engineer. This item also includes the removal and/or addition of sand bedding, joint sand and grout. Any new bricks required to be purchased by the Contractor shall be reimbursed in the terms of extra work and paid per Section 9-1.03, "Force Account", of the Standard Specifications.

EE – Paver Surfacing (Paver)

EE-1 Sawcut (Paver)

Payment for the Sawcut of paver surfacing on concrete under-slab (4" thick base bid) shall be paid per linear foot (LF). Payment for thicker paver surfacing or concrete underslab shall be paid by the base bid plus price per linear foot of 1" thick paver surfacing on concrete underslab increment. This item includes sawcutting existing paver surfacing and/or concrete underslab at match line, as shown on the plans or as directed by the Engineer.

EE-2 Demolition and Disposal (Paver)

Payment for Demolition and Disposal of paver surfacing on concrete underslab shall be paid per cubic foot (CF). This item includes all costs associated in the removal and disposal of existing paver surfacing on concrete underslab.

EE-3 Furnish, Place and Finish Paver Surfacing (on Concrete Underslab)

Payment for Furnish, Place and Finish Paver Surfacing on concrete underslab shall be paid per square foot (SF). This item includes material, labor and equipment for furnishing, placement, finishing and other cost associated to install paver surfacing on concrete underslab complete in place, as shown on the plans or as directed by the Engineer. This item also includes concrete underslab, thin set mortar bed and grout.

EE-4 Repair Paver Surfacing (on Concrete Underslab)

Payment for Repair Paver Surfacing on concrete underslab shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to repair paver surfacing on concrete underslab complete in place, as shown on the plans or as directed by the Engineer. This item also includes thin set mortar bed and grout. Any new pavers required to be purchased by the Contractor and any concrete underslab repair work needed shall be reimbursed in the terms of extra work and paid per Section 9-1.03, "Force Account", of the Standard Specifications.

EE-5 Dowel (Paver)

Payment for Dowel concrete underslab shall be paid per each (Ea). This item includes furnishing labor, material and equipment for placement of dowels at match lines or as shown on the plans.

FF – Concrete Interlocking Pavers

FF-1 Furnish, Place and Finish Concrete Interlocking Pavers

Payment for Furnish, Place and Finish Concrete Interlocking Pavers shall be paid per square foot (SF). This item includes material, labor and equipment for furnishing, placement, finishing and other cost associated to install concrete interlocking pavers complete in place, as shown on the plans or as directed by the Engineer. This item also includes bedding and joint sand.

GG – Stone Wall

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GG-1 Furnish and Construct Stone Wall

Payment for Furnish and Construct Stone Wall shall be paid per square foot (SF). This item includes material, labor, equipment and other cost associated to furnish and construct stone wall complete in place, as shown on the plans or as directed by the Engineer. For bidding purposes, consider golden granite as the material. However, types of stone materials may vary from site to site, depending upon conditions and surrounding hardscape. Labor costs shall be considered the same for all stonework unless special circumstances require additional labor costs. Additional labor costs shall be agreed to and approved by the District prior to performing any work.

HH – Concrete Sidewalk Slicing

HH-1 Concrete Sidewalk Slicing

Payment for Concrete Sidewalk Slicing shall be paid per inch-foot (In-Ft). Concrete sidewalk slicing shall be measured by computing the average height of uplifted sidewalk edge to be sliced (inches) multiplied by the length of slice (feet) measured along the same uplifted edge. This item includes furnishing labor, materials and equipment required to slice uplifted concrete edges at an angle within code requirements complete in place, as shown on the plan or as directed by the Engineer. This item also includes all costs incurred for the disposal of waste material. Costs for additional repair work to any work improperly performed shall be borne by the Contractor.

II – Premium Labor

II-1-a Premium Labor

Payment for Premium Labor on projects shall be paid as an adjustment factor percentage (AF%) to the Total Base Bid. This item includes all costs associated with premium labor. Premium labor is defined as labor required by the District to be performed during a premium forty (40) hour work week. Approved premium forty-hour work week hours are limited to 3:30 pm to 9:30 pm Monday through Friday (Weekdays), 7:00 am to 5:00 pm Saturday and Sunday (Weekends). Contractors wishing to perform labor during premium labor hours may do so at the written authorization of the District but may not apply the premium labor adjustment factor percentage (AF%) to such work.

JJ – Performance Bond Markup

II-1-a Performance Bond Markup

Performance Bond Markups on projects shall be paid as a percentage (%) to the value of work beyond what has already been bonded. On Call Contracts are initially bonded at \$250,000. All work beyond \$250,000.00 shall be bonded progressively as the work is issued. This item includes all costs associated with payment and performance bonds as described in Section 00 6113.13.

1.01 ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

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Pursuant to the provisions of the California Public Contract Code Section 20103.8, District reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the District later obtain additional funding for additive alternatives not awarded with the original contract. For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Seaside County Sanitation District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work or to omit portions of the work as may be deemed necessary by the Engineer.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The bidder agrees to do the work on an On Call basis in such increments and at such times and locations as will be defined in written requirements to be issued by the District as the need arises. The bidder agrees that the offer to do the work at the unit prices submitted with the bid schedule remains in effect for all written work requirements as herein described and issued by the District during the twelve-month period beginning with the effective date of the Notice to Proceed or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the District.

The intent of this contract is to provide the District with a readily available work force for repairs to existing facilities and emergency repairs of any value up to the Contract limit, and for new construction on District projects of any value up to \$175,000, as the District deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the District; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

Bids may be withdrawn prior to the bid opening. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the bid opening.

The Noncollusion Declaration and all other required forms listed in Agreement 00 5200 shall be executed and submitted with each bid.

1.4 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: One year from the Notice to Proceed
- B. The Contractor shall pay to the Owner a sum of one thousand two hundred dollars (1,200.00) per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

1.5 WORK UNDER OTHER CONTRACTS

The Owner anticipates work under other contracts occurring throughout the Seaside County Sanitation District.

1.6 WORK SEQUENCE

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An outline of the proposed construction procedure shall be submitted by the contractor to the engineer for review and shall obtain his approval before beginning work. The engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the engineer prior to concrete placement shall be the sole responsibility of the contractor. The costs of such mitigation shall be borne by the contractor.

Traffic control requirements cited elsewhere in these specifications must be considered in the construction procedure submitted to the engineer and/or shall be in accordance with the manual on uniform traffic control devices (mutcd).

1.7 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time, excluding holidays as outlined in Section 01 4200.
- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.8 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.

1.9 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.

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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 District 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

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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

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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.

I. ENVIRONMENTAL PROTECTION

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract.

No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for District review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulation and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

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- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify District staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, Caltrans *Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the Seaside Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for District review and approval prior to construction start.

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- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the District with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots,

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roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the District for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the District, the District's Engineering or Environmental representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The District shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the District. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

J. **TREE PROTECTION REQUIREMENTS**

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the District in order to safeguard and protect any trees affected by said construction.

1. These Tree Protection Guidelines apply to all "Protected Trees" in the Seaside County Sanitation District, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify District inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further

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than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the District.

5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dagnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the District has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the District, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent

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watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.

9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact the District inspection to confirm Tree Protection or with any general tree preservation questions.
11. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

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

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

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

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

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440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841

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

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and taxed required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.
- B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
 - 1. Storm Water Pollution Prevention
 - 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

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, where the violations result from Contractor's activities.

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- B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

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

1.17 CONSTRUCTION WATER

- A. Construction water is available from Owner fire hydrants to the Contractor. The Owner will charge the Contractor for the water used based on the rates specified in the FY 19-20 "Schedule of Fees and Charges", available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit with the 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 work items only if clearly defined in the individual On Call Work Orders.

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

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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.

ARTICLE 2 - PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Document 00 7200 (General Conditions) and Section 00 2113 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:

The Owner will be responsible for work items only if clearly defined in the individual On Call Work Orders.

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2000
MEASUREMENT AND PAYMENT****ARTICLE 1 - GENERAL****1.01 SUMMARY**

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. This is an On Call contract. The Contract Sum cannot be well defined at the outset. Contract Sums will be determined for individual projects via Work Orders issued in accordance with Section 00 5200.
2. 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.
3. 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.

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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

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(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).

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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.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2600****MODIFICATION PROCEDURES****ARTICLE 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

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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.

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4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. OWNER INITIATED CHANGE ORDER (CO) OR REQUEST FOR PROPOSAL (RFP):

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

A. ADJUSTMENT OF SCHEDULES TO REFLECT CHANGE ORDERS OR CDS:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

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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):

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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.

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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%.

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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,

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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).

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

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[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

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COST PROPOSAL (CP)

Owner **2025 General Engineering On Call Contract**
Contract Number _____

CP Number: _____
Date: _____
In Response To _____
Bulletin #, etc.

To: District Engineer
Attention: **Patrick Grogan**
Seaside County Sanitation District, City Hall, 440 Harcourt Ave., Seaside, CA 93955
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: _____

Modification Procedures

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Seaside County Sanitation District
2025 General Engineering On Call Contract

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

ARTICLE 1 -GENERAL

1.01 SUMMARY

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner or construction manager 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

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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.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

ARTICLE 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. Progress schedule shall be computer generated. The Contractor shall prepare and supply to Owner, with all data point 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 three-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate three 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.

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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.

AETICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

ARTICLE 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. Hazardous coating removal plan
 - 4. Spill prevention plan
 - 5. Injury illness prevention plan / worker protection program (see section 09871)
 - 6. Removal/containment/ventilation plan (see section 09871)
 - 7. Testing and evaluation programs (air, soil, water quality) (see section 09871)
 - 8. Sampling, handling, testing and disposal of debris (see section 09871)
 - 9. General safety requirements (see section 09871)
 - 10. Sspc certificates
 - 11. Tests, certificates
 - 12. Record drawings
 - 13. Calculations/certifications for meeting cal-osh requirements
 - 14. Traffic control plan
 - 15. Construcion **notices for residences and commercial businesses**

0.03 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.

Submittals

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- 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.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

Submittals

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END OF SECTION

Submittals

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Seaside County Sanitation District
2025 General Engineering On Call Contract

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

ARTICLE 1 - GENERAL

1.01 SUMMARY

A. SECTION INCLUDES:

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL

A. COMPLIANCE WITH LAWS

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. PRECEDENCE

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. APPLICABLE CODES

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
 - a. California Building Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - b. California Electrical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

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- c. California Plumbing Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. International Fire Code (2006 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. APPLICABLE LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS

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

C. CHANGE ORDERS AND CLAIMS:

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

D. REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

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

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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.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

ARTICLE 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.

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

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- 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.

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

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

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

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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.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 7700
CONTRACT CLOSEOUT**

ARTICLE 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.

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1.03 FINAL COMPLETION

A. REQUIREMENTS

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

B. PROCEDURE

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

C. FINAL ADJUSTMENTS OF ACCOUNTS:

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

D. WARRANTIES

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

E. WARRANTY OF TITLE:

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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).

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED

END OF SECTION

**SECTION 02 1000
TECHNICAL SPECIFICATIONS**

ARTICLE 1 - GENERAL

1.01 SAWCUTTING

All sidewalks and walkways requiring sawcuts and all sawcuts for bid items with a unit of "each", such as vertical curbs, shall be sawcut their full depth. Where construction operations cause damage beyond the limits of a sawcut line, the damaged area shall also be removed and replaced to a sawcut edge. Sawcuts shall be done so as to provide a straight neat edge. All sawcut slurry shall be collected by means of vacuum and disposed properly. No sawcut slurry shall be allowed to run down streets, curbs or into catch basins. No sawcut slurry shall enter the Monterey Bay National Marine Sanctuary.

1.02 DEMOLITION AND DISPOSAL (ALL BID ITEMS)

Demolition work shall include doing all things necessary to render existing facilities, structures, or materials in the way of replacement construction ready for loading and removal by ordinary street maintenance equipment. This includes but is not limited to breaking up, barricading, traffic control, protection of nearby personnel as well as above ground and below ground facilities, etc. Sawcutting will be paid for as a separate line item. Disposal shall include loading the demolished existing facilities, structures and materials onto trucks and removing to a disposal site approved by the Engineer. The contractor shall arrange for a disposal site and pay any required dump fees.

1.03 TREE PROTECTION REQUIREMENTS (Item A)

The following guidelines shall be followed:

1. All cut, fill and/or building foundations shall be located a minimum of three times the diameter at breast height (DBH) of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6 feet away from the outside edge of the trunk for all trees of a trunk diameter less than 2 feet. The DBH of a tree shall be measured at 4 feet, 6 inches above the surrounding grade.
2. All trees scheduled for preservation shall be temporarily fenced during construction. Fencing shall be installed prior to any construction-related activities at the site. Generally, fencing shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the DBH in all directions. If that is not feasible, the fence may be installed just outside the perimeter of the drip line. At no time shall the fencing be located closer than three times the DBH away from the outside edge of the trunk. Fencing shall consist of chain-link or plastic-link fence. Fencing shall be rigidly supported and maintained during all construction periods at a minimum height of 4 feet above grade. Fenced areas shall not be used for material stockpile, equipment storage, vehicle parking or pedestrian or vehicle access. Dumping of materials, chemicals, or garbage shall be prohibited within the fenced area. Fenced areas shall be maintained in a natural condition and not compacted. All trees required to be fenced shall be clearly marked with a spot of paint. The paint marking is required to alert government inspectors that the subject tree or tree(s) are to be fenced at all times during construction. Removal of fencing shall be approved by the Project Manager.
3. All construction materials or utility lines must be placed outside the drip line of any preserved trees. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots, defined as those that exceed 2 inches in diameter.

4. Under the following circumstances, no mitigation will be required:
- Trees damaged by thunderstorms, windstorms, floods, earthquakes, fires, or other natural disasters.
 - Trees that pose a hazard to infrastructure or buildings, and/or have determined to be dangerous by the Natural Resource Program Manager, POM Fire Inspector, or IGSA Arborist, in their official capacity.
 - Non-native/invasive trees of any size or condition.

CLEARING AND GRUBBING (Item B)

This work shall consist of removal of all vegetation (grass and bushes) and objectionable material within the limits of work per Section 16, "Clearing and Grubbing", of Standard Specifications. Vegetation shall include ground cover, trees that do not exceed 12" in diameter, shrubs, and roots that do not exceed 2 inches in diameter. Construction area shall be as shown on the plans or as marked in the field by the Engineer. Ground cover shall include wood chips, lightweight decorative rock, gravel, and other similar items which are not rooted in the ground.

All material resulting from clearing and grubbing shall become the property of the Contractor and shall be disposed of off the job site in a manner approved by all authorities having jurisdiction.

EARTHWORK (Item C)

Earthwork shall be done in accordance with Section 19, "Earthwork", of the Standard Specifications and these specifications. Loading excavated material designated for off-haul and disposal or stockpiling on site material for backfilling shall be included in this section.

Earthwork described herein is for normal earth conditions in Seaside. During earthwork operations, if rock, excessive ground water and/or other differing conditions are encountered, Contractor shall notify the Engineer immediately. Work under these conditions shall be performed per Engineer's directions and shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications. Compaction test shall be as required on the plans, as directed by the Engineer and these specifications.

- Earthwork, Off haul and Disposal: This work shall include excavating, loading, transporting and disposing excavated material from the jobsite. Excavated materials designated for off-haul and disposal shall be removed and disposed of off the jobsite in a manner approved by all authorities having jurisdiction. The Contractor shall arrange for a disposal site and pay any dump fees. Material must be off hauled as quickly as is practicable to avoid inconvenience to residents.
- Earthwork on Site: This work shall include performing all operations necessary to excavate all materials, within the project "construction area" necessary for construction of curbs, gutters, sidewalks, paving and other work. This also includes all operations necessary to construct embankments, including the placement of selected material in connection therewith to backfill depressions resulting from the removal of obstructions. Other operations included in this work are preparing the construction area with "on site" material, such as importing select material from on site for the placing of sidewalk paving or aggregate base and paving thereon. Grading, compaction and application of water are all elements of such preparation. If a buried manmade object is to be removed, the removal and disposal shall be paid for at the contract price per cubic yard for off haul and disposal. This item does not include import or export of materials to or from the construction site.
- Earthwork and Import Backfill: This work shall be done in accordance with Section 19, "Earthwork", of the Standard Specifications. Import backfill material shall be sand or approved clean native material. Contractor shall submit to the Engineer for approval the gradation and sample of the import backfill material before placement of any backfill material.

**VERTICAL CURB, CURB AND GUTTER, SIDEWALK, SIDEWALK CROSSING AND CROSS GUTTERS
(Items D,E,F,G and I)**

Standard curb, gutter, cross gutters, and sidewalk shall be constructed in accordance with City Standard Details No. 131, 102R, and 132, respectively. Standard Sidewalk Crossing shall be per City Standard Details 141, 142 and 141. Vertical curbs shall be Type A1-6 per Caltrans Standard Plan A87A. All curbs, gutter, cross gutters, sidewalk and sidewalk crossing shall be built in conformance with Section 73, "Concrete Curbs and Sidewalks", of the Standard Specifications. Concrete shall be minor concrete containing not less than 550 pounds of Portland cement per cubic yard of concrete or Class 2 concrete, containing 590 pounds of Portland cement per cubic yard of concrete.

The color and tone of finished concrete shall be gray in color and neutral in tone unless otherwise specified as color concrete. Finished concrete shall not be white in color or bright in tone. Backfill shall be provided against edges of sidewalk to prevent any abrupt drop off from the sidewalk to existing grade.

Entry walk and concrete driveway conform paving within the street right of way will be paid for at the contract unit price for standard sidewalk. Concrete conform paving on private property shall be paid for at the contract unit price for standard sidewalk, provided that Rights of Entry have been provided by the Seaside County Sanitation District.

New Vertical Curb, Curb and Gutter, Sidewalk, Sidewalk Crossing and Cross Gutters shall be doweled into existing Vertical Curb, Curb and Gutter, Sidewalk, Sidewalk Crossing and Cross Gutter where indicated. Dowels shall be #4 rebar, plastic or zinc coated to prevent rust and twelve (12) inches in length, six (6) inches into existing. Doweling, where required, shall be as follows unless otherwise noted: a minimum of three (3) at curbs and gutters, at a minimum of eighteen (18) inches on center at sidewalks with a minimum of two (2) per location and at a minimum of twelve (12) inches on center for sidewalk to curb locations.

All concrete truck wash off water shall be collected and properly disposed of. No wash off water shall be allowed to run down streets, curbs or into catch basins. No wash off water shall enter the Monterey Bay National Marine Sanctuary.

CURB RAMPS (Item H)

Curb Ramps:

Curb ramps and associated curbs, gutters and sidewalks shall be minor concrete containing not less than 550 pounds of Portland cement per cubic yard of concrete or Class 2 concrete, containing 592 pounds of Portland cement per cubic yard of concrete and shall conform to Section 73, "Concrete Curbs and Sidewalks", of the Standard Specifications and these Details and Specifications.

Curb ramps within the public right of way shall comply with the requirements of the Americans with Disabilities Act (ADA). Curb ramps outside the public right of way shall comply with the requirements of the Americans with Disabilities Act (ADA) or the California Building Code (CBC), whichever is more stringent. Additional information may be found on Caltrans Standard Plans A88A and A88B, copies of which are included in Appendix A herein. For acceptance of forms by the Engineer, see "Construction Procedure" elsewhere in these Specifications. Typical curb ramps shall be constructed as follows:

1. The ramp shall be a plane with a cross slope equal to the "top of curb" slope at the ramp location. The ramp shall be a minimum of four (4) feet wide at the "face of curb" and "top of ramp".
2. Curb ramps shall be outlined with a 12" border with 1/4" x 1/4" grooves approximately 3/4" on center where ramps and transition areas meet sidewalks.
3. Transitions from ramps and landings to walks, gutters or streets shall be flush (no lip) and free of abrupt changes.

4. The ramp slope from "top to bottom" shall be a straight grade.
5. A warped transition area or flare from ramp to normal sidewalk shall be provided to each side of the ramp measured as shown on the Plans. Where warped transition areas are required, no abrupt changes in slope shall be made in the warped areas. Where ramps and transitions meet the normal sidewalk, ridges shall be avoided by rounding.
6. Finish of transition areas shall be non-slip light broom with brooming done perpendicular to the slopes involved. Ramp areas shall be heavy broom except where the Plans call for grooving the ramp surface in which case medium brooming perpendicular to the ramp slope shall be provided.

In gutter areas within the limits of construction, all hot mix asphalt and Portland cement concrete shall be removed to a sawcut edge. If an existing gutter is found in place, the new gutter shall conform to it. New hot mix asphalt shall be placed to conform to the existing pavement, provide drainage at the ramp, and eliminate tripping hazards. The existing street pavement shall be replaced in kind.

Doweling for this item shall be the same as that described in "Vertical Curb, Curb and Gutter, Sidewalk, Sidewalk Crossing and Cross Gutters" elsewhere in the specifications.

Truncated Domes:

Truncated domes shall be installed the full width of the ramp and for a depth of three (3) feet with the edge of the truncated domes nearest the street between six (6) inches and eight (8) inches from the gutter flow line or as directed by the Engineer. Truncated domes shall be Armor-Tile Tactile Systems or an approved equal, and shall be a cast in place system or modular paver system, whichever is deemed appropriate for use. Truncated domes shall comply with the Americans with Disabilities Act, and the State of California Building Code Title 24. Truncated domes shall be Federal Yellow in color unless otherwise specified.

HOT MIX ASPHALT DIKE (Item J)

Hot Mix Asphalt Dike, Type A and Type E, shall be as shown on Caltrans Standard Plan A87B. A copy is included in Appendix A herein. Material and placement shall conform to the provisions in Section 39-1.14, "Miscellaneous Areas and Dikes", of the Standard Specifications.

WIRE MESH (Item K)

Wire mesh shall comply with applicable parts of Section 52, "Reinforcement", of the Standard Specifications. Wire shall be either cold drawn steel wire conforming to the specifications of ASTM Designation: A 82 or a hotrolled plain or deformed bars conforming to the strength requirements of ASTM Designation: A 615, Grade 60.

TINTED CONCRETE (Item L)

The Contractor shall add integral color (tint) to concrete, as called out on plans as directed by the Engineer. A color number and complete information will be provided on the work order when issued.

DECOMPOSED GRANITE SIDEWALK (Item M)

This specification covers the furnishing and placing of decomposed granite sidewalk or walkways. This also covers placing and mixing decomposed granite, cement and water, for cement stabilized decomposed granite sidewalk and walkways. This includes the furnishing and installation of header boards and stake along the edges of the sidewalk and walkways or as shown on the plans.

1. Decomposed Granite Sidewalk: Decomposed granite, hereafter referred to as "DG", shall be a material with a 3/4" maximum gradation with enough fines to produce a smooth walking surface.

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The yellow/brown color of DG is a requirement for this material. The Contractor shall obtain the approval of the Engineer of the DG she/he proposes to use prior to delivery.

Portland cement shall be Type II Modified added to the DG at the ratio of 5% by weight of the dry DG for cement stabilized DG sidewalk and walkways.

The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of their intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.

Not more than 1 1/2 hours shall elapse between the time water is added to the decomposed granite and cement and the time of completion of raking.

Immediately prior to placing the cement stabilized DG mixture, the subgrade shall be moistened. The mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up or otherwise shifting the mixture. The mixture shall be leveled by raking and compacted by use of a light roller. The mixture shall not be screeded off or finished by floating. No steel tooling of edges shall be done.

The finished surface of the walkway shall be kept moist for five days. Broom with a steel bristle broom within 24 hours after placement to remove cement mortar film on the exposed surface and to fill cracks. Broom the surface daily for four additional days, filling cracks each time.

2. Header Boards: The Contractor shall furnish and install headers board and stakes for the walkways as shown on the plans and specified herein. Header boards and stakes shall be foundation grade redwood conforming to the requirements of the Uniform Building Code Standard No. 25-7 or shall be No. 2 pressure treated Douglas Fir in accordance with the requirements of the Uniform Building Code Standard No. 25-12. Nails shall be hot dip galvanized steel common nails. Pre-drill header boards and stakes to avoid splitting if necessary.

Install header board in straight and true alignment along tangents. Where header board is to be built along curves, make all curves smooth and avoid non-tangent endings of curves. Multiple "bender" boards can be used for sharp curves subject to Engineer's approval.

3. Binder: Binder can be used in lieu of cement to stabilized DG sidewalk or walkways. The binder shall be a colorless, odorless, non-toxic organic binder, such as "Stabilizer" or other approved equal. The binder is blended at a rate of 10 lbs. per ton of crushed aggregate screenings. Initial grading and leveling will leave a somewhat inconsistent surface that can then be leveled with a screed or asphalt rake. The surface course shall be watered so that the moisture permeates the full depth. This is best achieved by using a 1 1/2" fire hose with an adjustable nozzle. Finally, the surface course shall be compacted using a double-drum roller or similar equipment to give a final depth of 3 1/2", with an absolute minimum at any point of 2". Manufacturer's written recommendations may be followed in lieu of the procedures specified above.
4. Base: Base shall be Class II aggregate base in conformance with Section 26, "Aggregate Bases", of the Standard Specifications.

HOT MIX ASPHALT SIDEWALK (Item N)

Hot Mix Asphalt (HMA) Sidewalks are commonly used to conform to existing ground slopes in areas requiring protection of tree roots; often handwork for excavation and forming is necessary. These walks shall be constructed as defined by the Engineer and the "Order to do Work" and comply with applicable sections of Section 39, "Hot Mix Asphalt", of the Standard Specifications.

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If no header boards are called for with HMA walkways, edges are to be even and uniform in appearance. Edges are to be tamped, raked or formed in order to achieve this.

CONCRETE STREET (Item O)

Concrete Street shall be constructed of 3000 psi strength concrete unless otherwise shown on the plans or directed by the Engineer. 3000 psi strength concrete shall contain not less than 564 pounds of Portland cement per cubic yard of concrete unless otherwise shown on the plans or directed by the Engineer. This work shall be in conformance with Section 40, "Concrete Pavement", of the Standard Specifications. Reinforcing bars shall be grade 40 or 60 and shall be placed and spaced as shown on the plans or directed by the Engineer.

HOT MIX ASPHALT PAVEMENT (Items P and Q)

Hot Mix Asphalt (aka Hot mix asphalt) shall be used in asphalt paving, shall comply with Section 39, "Hot Mix Asphalt" and these Special Provisions, and includes but is not necessarily limited to the following:

1. Liquid Asphalt for prime coat and Asphaltic Emulsion for paint binder (tack coat) shall be included as part of this item.
2. Liquid Asphalt for prime coat shall conform to Section 39-1.09, "Subgrade, Tack Coat and Geosynthetic Pavement Interlayer", and Section 93, "Liquid Asphalts", of the Standard Specifications and shall be Grade SC-70.
3. Asphalt Emulsion for paint binder (tack coat) shall conform to Section 39-1.02, "Materials", Section 39-1.09, "Subgrade, Tack Coat and Geosynthetic Pavement Interlayer", and Section 94, "Asphaltic Emulsions", of the Standard Specifications and shall be SS-1 with 60% with water.
4. Hot Mix Asphalt (HMA) shall be Type A. Aggregate shall be ½ inch grading or ¾ inch grading and comply with Section 39-1.02E, "Aggregate" of the Standard Specifications and as shown on the plans. Asphalt binder shall be Grade PG 64-10 ("performance graded") and the amount to be mixed with the aggregate shall be between five (5) and seven (7) percent by weight of dry aggregate. The exact amount shall be determined by the Contractor by using California Test Method 367. The mix design obtained by the Contractor shall be reviewed and approved by the Engineer.
5. Prior to placing hot mix asphalt, liquid asphalt shall be applied to the surface of aggregate base to be paved at a rate of 0.028 gallons per square foot and asphalt emulsion shall be applied to all vertical surfaces and existing paved surfaces at the rates specified in Section 39-1.09C, "Tack Coat". Installation of all materials shall conform to the applicable sections of the Standard Specifications.
6. Place and roll HMA as required in Section 39, "Hot Mix Asphalt", of the Standard Specifications. Unless specifically allowed by the Engineer, the use of "spreader boxes" attached to the haul vehicle will not be allowed per Section 39, "Hot Mix Asphalt", of the Standard Specifications.
7. If, upon completion of rolling, or anytime within fourteen (14) days of opening to traffic, areas are found where the above tolerance is exceeded, the Contractor shall correct the same by use of one of the following measures, the choice of which must be mutually agreeable to the Contractor and the District.
 - a. Overlaying
 - b. Patching
 - c. Cold Planning
 - d. Removing and Replacing

AGGREGATE BASE CLASS II (Various Items)

Technical Specifications

02 1000 - 6

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Aggregate Base shall be Class II Aggregate Base, $\frac{3}{4}$ " maximum aggregate size, furnished and placed in accordance with Section 26, "Aggregate Bases", of the Standard Specifications. Contractor has the option to use aggregate base processed from reclaimed material, described in Section 26, "Aggregate Bases", of the Standard Specifications. Recycled material shall be processed at a facility approved by the Engineer. All quality assurance shall be provided by the Contractor and approved by the Engineer. The amount of reclaimed material shall not exceed 50% of the total volume of aggregate used on roadway areas and shall be placed in the lower half of the base section. The upper half of the base section shall be new (virgin) aggregate base. One-hundred percent recycled aggregate base may be used subject to the approval of the Engineer.

SIGN AND SIGN POST (Item R)

Existing signs shall be removed, salvaged and installed at new locations shown as directed by the Engineer.

Each sign shall be reset or installed at the new location on the same day said sign is removed from its original location. Where the sign foundation is not available on the same day, a temporary support must be provided.

Signs shall be placed as directed by the Engineer. Sign shall be placed so that the clearance between the finish grade and the bottom of the sign shall not be less than seven feet (7'). All original concrete shall be removed from the sign post before relocating or resetting, or new sign posts should be provided.

Sign post shall be installed in earth or sidewalk as shown on the City Standard Detail 401.

STORM DRAIN AND SANITARY SEWER (Item S)

Storm Drain Pipe (HDPE, PVC, RCP and VCP):

Trenches shall not be left open at night or on weekends or holidays. The maximum length of open trench at any time shall not exceed the distance necessary to accommodate the amount of pipe that can be installed in a single day. Road aggregate base shall be placed at the end of each day so that a smooth transition will exist between the existing pavement and the gravel road base. Install metal plate for any trenches left open at night, Contractor shall be responsible to secure metal plates to avoid movements and to prevent tripping hazard.

Pipe bedding shall be sand in conformance with Section 19-3.02E(2), "Sand Beddings", of the Standard Specifications. Slurry cement may be used as bedding upon approval of the Engineer. Slurry cement shall be a mixture of sand and cement conforming with Section 19-3.02D, "Slurry Cement Backfill", of the Standard Specifications with the exception that the mix shall not contain aggregate and that only enough water shall be added to the mixture to facilitate compaction. Bedding shall extend a minimum of four (4) inches below the pipe barrel and up to the spring line.

Trench backfill material shall be approved sand or at Contractor's option, slurry cement may be used. Sand backfill shall be free from clay or organic material, suitable for the purpose intended, and shall be of such size that 90 percent to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve. Slurry cement backfill shall be in conformance with Section 19-3.02D, "Slurry Cement Backfill", of the Standard Specifications. Sand backfill shall be compacted to a relative compaction of not less than 90%. A minimum two (2) foot thick plug of slurry cement backfill at 100-foot intervals shall be provided. The plugs shall extend from the native material of the trench bottom, surround the pipe and reach up to an elevation of eight inches (8") below the paved finished grade. For excavations 5 feet or deeper, Contractor shall provide shoring or additional sloping or benching of soil, as required by the CAL/OSHA.

High Density Polyethylene (HDPE) Pipe:

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Pipe shall be corrugated exterior with a smooth interior, Type S polyethylene pipe conforming to AASHTO designation M 294 and Section 64, "Plastic Pipe", of the Standard Specifications. All pipe shall be from the same supplier, manufactured from high density polyethylene (HDPE) compounds conforming to ASTM designation D3350, free of foreign inclusions and visible defects with pipe ends cut squarely and cleanly. Pipe shall be installed in compliance with ASTM D2321, these specifications and applicable sections of the Standard Specifications.

Pipe shall be ADS N-12 pipe with ADS prolink WT 42 or series 35 couplers or approved equal.

Polyvinyl Chloride (PVC):

All PVC pipe shall be joined by compression joints and shall conform to the requirements of ASTM D 3034, Class SDR 26. Material for PVC pipe shall conform to the requirements of ASTM D 1784 for Class 12454-B or 12454-C as defined therein. Flexible rubber rings for compression-type joints for PVC pipe and fittings shall conform to the requirements of ASTM D 1869. All fittings for PVC pipe shall conform to the requirements of ASTM D 2241. The ring groove and gasket ring shall be compatible with PVC pipe ends. Flanged fittings shall be compatible with cast-iron or ductile-iron pipe fittings. The strength class of the fittings shall be not less than the strength class of any adjoining pipe. Flexible couplings shall be rubber, full-circle, clamp-on type conforming to ASTM C 425 and provided with two stainless-steel band, screw clamps to secure the coupling tightly to entering and exiting pipes. All screw-clamp hardware shall be Type 316 stainless steel. Rubber material shall be suitable for sewage service.

Reinforced Concrete Pipe (RCP):

Reinforced concrete pipe shall be Wall B, Class IV per AASHTO M 170. Pipe shall be furnished and installed in accordance with Section 65, "Concrete Pipe", of the Standard Specifications. Trench width shall be no greater than the outside diameter of the pipe plus 12", as shown on the plans or as directed by the Engineer.

Pipe shall be laid upgrade with socket or collar ends of the pipe upgrade unless otherwise authorized by the Engineer. Pipe shall be laid true to grade and line as shown on the Plans. Reinforced concrete pipe joints shall conform to the requirements of Section 65-2.02E, "Joints", of the Standard Specifications. Joints shall be rubber gasketed unless otherwise noted and shall be installed in strict conformance with the manufacturer's recommendations and the Standard Specifications. All pipe segments and joints shall be thoroughly cleaned prior to installation and before joining.

Vitrified Clay Pipe (VCP):

Vitrified clay pipe (VCP) shall be manufactured in accordance with ASTM Specification C-700 for sewer pipe and joints. All pipe shall be furnished with flexible compression joints conforming in all respects to ASTM Specification C425, latest revision. Polyester resin castings in the bell and on the spigot shall be factory applied. An O-Ring gasket shall be provided to fit in the groove on the spigot end, which will form a tight and flexible compression joint when assembled. VCP shall be installed in accordance with ASTM C12. Pipe shall be laid upgrade with socket or collar ends of the pipe upgrade unless otherwise authorized by the Engineer.

Catch Basins:

Catch basins shall be cast in place and shall include the box, frame, hood and grate, the length of curb and gutter required to form the widened and depressed apron area surrounding the grate.

Catch basin construction shall be in accordance with Section 51, "Concrete Structures" and Section 52, "Reinforcement" of the Standard Specifications, Caltrans Standard Plan D77A, and these Special Provisions.

Concrete shall be class B concrete. Reinforcement shall conform to the specifications of ASTM A615, Grade 40.

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Also included in this section is the structure excavation, structure backfill and backfill compaction. Such work shall be in accordance with Section 19, "Earthwork", of the Standard Specifications.

Backfilling shall be achieved as follows:

1. Use select fill material having an R-value of 50 minimum.
2. Place fill material in 6" to 8" layers, moisten as required and compact to 90% relative compaction up to one foot (1') below the grading plans.
3. Relative compaction shall be 95% down to a depth of one (1.0) foot below the grading plans for aggregate base.

Manholes:

Manholes shall be in accordance with Section 70-4, "Precast Concrete Pipe Drainage Facilities", and Section 90, "Concrete", of the Standard Specifications, as shown on the Plans, these Special Provisions and per City Standard Detail No. 231. Structure excavation, structure backfill and backfill compaction for this item shall be the same as that described in "Catch Basins" elsewhere in these Special Provisions.

Clean Outs:

Clean outs shall be installed per City Standard Detail No. 337 "Sanitary Sewer Flushing Inlet", as shown on the plans or as directed by the Engineer.

Curb Drain:

Curb Drains shall be installed per the Curb Drain Detail included in Appendix A herein, as shown on the plans or as directed by the Engineer.

Edge Drain:

This item includes edge drains other than drains placed under the sidewalk which discharge through the curb. Pipe shall be 4" perforated PVC drain pipe wrapped with filter fabric.

Repair Sewer Lateral:

Contractor shall repair or replaced sewer laterals that are in conflict with the project. Repair or replacement of damaged sewer lateral due to Contractor's operations shall be performed by the Contractor and the cost shall be borne by the contractor. Damage and extent of repair or replacement shall be determined and approved in the field by the Engineer.

RAILROAD TIE RETAINING WALL AND STEPS (Item T)

Where Railroad ties are specified for steps they shall be cut to size and secured with #6 reinforcing bars placed at two (2) foot centers. Ties shall be in good condition and free of checks and splits as determined by the Engineer. Where railroad ties are specified as retaining wall it shall be placed as shown on the plans. Fill placed against retaining walls shall be select backfill, having a Sand Equivalent of the following grading:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1 ½	100
No. 4	35 – 100
No. 30	20 – 100

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Concrete for post footings shall be poured against undisturbed soil. Where posts are to be embedded directly into the soil, use a method of installation which will result in the posts being surrounded by soil compacted to a relative compaction of at least 90% of maximum dry density. Compact select backfill placed against retaining walls to the same relative.

WOOD RETAINING WALL AND HANDRAILS (Items U and X)

Wood retaining wall and handrail shall comply with these specifications and the details contained in Appendix A. All materials and workmanship for this construction shall conform to the requirements of the California Building Code (CBC). Lumber for wood retaining walls and handrails shall be foundation grade redwood or pressure treated Douglas Fir No. 2. Foundation grade redwood shall conform to the requirements of UBC Standard No. 25-7 and pressure treatment for Douglas fir shall conform to the requirements of UBC Standard No. 25-12. All hardware, including rods, bolts, nuts, washers, spikes and nails shall be hot dip galvanized per ASTM A153. Concrete for post footings shall be Class B concrete per Section 90 of the Standard Specifications. Fill placed against retaining walls shall be select backfill, having a Sand Equivalent of the following grading:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1 ½	100
No. 4	35 – 100
No. 30	20 – 100

Concrete for post footings shall be poured against undisturbed soil. Where posts are to be embedded directly into the soil, use a method of installation which will result in the posts being surrounded by soil compacted to a relative compaction of at least 90% of maximum dry density. Compact select backfill placed against retaining walls to the same relative dry density.

MASONRY RETAINING WALL (Item V)

Masonry Retaining walls shall comply with Caltrans Revised Standard Plans RSP B3-7A, RSP B3-7B and B3 7C. A copy of the Standard Plans are included in Appendix A herein. Reinforcing bars shall be grade 40 or 60 and shall be placed and spaced as shown on the plans or directed by the Engineer. Concrete Masonry Units (CMU) shall be grey or earth tone split face.

CONCRETE RETAINING WALL (Item W)

Concrete retaining walls shall be as shown on the plans and shall conform to Section 51, "Concrete Structures", and Section 52, "Reinforcement", of the Standard Specifications. Where plans are not provided, concrete retaining wall shall comply with Caltrans Revised Standard Plans RSP B3-7A, RSP B3-7B and RSP B3-7C. A copy of the Standard Plans are included in Appendix A herein. Reinforcing bars shall be grade 40 or 60 and shall be placed and spaced as shown on the plans or directed by the Engineer.

STREET AND PARKING LOT LIGHTING (Item Y)

Street lights shall be installed and constructed per City Standard Detail No. 505 "Street Light with Marbelite Pole", City Standard Detail No. 510 "Street Light with Type 15 Pole", as shown on the plans or as directed by the Engineer. Conduit shall comply with Section 86-2.05, "Conduit", of the Standard Specifications.

TRAFFIC CONTROL (Item Z)

When traffic control is required, it shall conform to the provisions of Section 12, "Construction and Traffic Control Devices" of the Standard Specifications and Caltrans Manual on Uniform Traffic Control Devices, latest edition, and shall be approved by the Engineer.

CONSTRUCTION STAKING (Item AA)

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Contractor shall provide construction staking.

FENCE AND GATES (Item BB)

Fences and Gates shall conform to Section 80, "Fences", of the Standard Specifications. Chain-link fences and gates shall comply with Standard Plans A85, A85A, and A85B, as shown on the plans or as directed by the Engineer.

Barbed wire on top of chain-link fences and gates shall be as shown on the plans or as directed by the Engineer.

ADA ACCESS RAMPS (Item CC)

ADA Access Ramps are those portions of designated accessible routes where the running slope (slope in the direction of travel) is steeper than 1:20 (5%). ADA access ramps within the public right of way shall comply with the requirements of the Americans with Disabilities (ADA) Act. ADA access ramps outside the public right of way shall comply with the requirements of the Americans with Disabilities Act (ADA) or the California Building Code (CBC), whichever is more stringent.

In general, but not limited to, the cross slope shall not exceed 2%, the maximum rise shall be 30 inches, the clear width between handrails shall be a minimum of 36 inches and landings shall be provided at the top and bottom of each ramp run and at changes in direction.

ADA access ramps shall be minor concrete containing not less than 550 pounds of Portland cement per cubic yard of concrete or Class 2 concrete containing 592 pounds of Portland cement per cubic yard of concrete and shall conform to Section 73, "Concrete Curbs and Sidewalks", of the Standard Specifications and these Specifications. For acceptance of forms by the Engineer, see "Construction Procedure" elsewhere in these specifications. Metal Railing shall comply with Section 83-1.02 G, "Metal Railing", of the Standard Specifications, as shown on the plans or as directed by the Engineer.

BRICK SURFACING (Item DD)

New Brick Surfacing On Concrete Underslab:

This item of work is for new brick surfacing on concrete underslab and shall be standard red common brick with color and texture to match existing common bricks around town. A 4" concrete underslab shall be constructed first and then a ½" thin set mortar bed applied. The bricks shall be placed on the mortar bed with a 3/8" wide joint to be filled with grout. Concrete shall be minor concrete. The new concrete underslab shall be thoroughly cleaned before application of thin set mortar.

Repair Brick Surfacing On Concrete Underslab:

This item of work is to repair existing brick surfacing on concrete underslab. Existing bricks shall be removed and re-used if they are not chipped, cracked or otherwise broken. The existing concrete underslab shall be thoroughly cleaned before application of the thin set mortar.

New and Repair Brick Surfacing on Concrete Underslab:

Mortar shall conform to ASTM C270 type M mortar. Grout shall conform to ASTM C476. The color of grout shall match existing. For new stand-alone installations, the color of grout shall be as directed by the Engineer. Follow manufacturer's recommendations for mortar curing time prior to applying grout.

Joints shall be uniform and straight in all directions. Maintain no greater than 1/16 inch height difference between adjacent pavers.

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Gaps at the edges of the brick area shall be filled with cut bricks or edge units as appropriate. Layout shall be done so as to minimize the number of cut bricks or bricks cut to less than one-third of a whole brick. In no case shall cut bricks have a dimension less than ½ inch. The surface of the installed bricks shall not deviate more than ¼ inch under a 10-foot long straight edge.

Brick surfacing shall match existing brick surfacing to the extent possible. Submit full size brick samples of each brick type, thickness, color and finish that indicates the range of color variation and texture expected in the finished installation for approval prior to use.

Brick surfacing shall be installed by a contractor and crew with at least one year of experience in placing brick surfacing on projects of similar nature.

New Brick Surfacing On Sand Bedding:

This item of work is for new brick surfacing on sand bedding and shall be standard red common brick with color and texture to match existing common bricks around town. Sand bedding shall be a minimum of 2" thick and shall meet the requirements of bedding and joint sand for concrete interlocking pavers elsewhere in these specifications.

Repair Brick Surfacing On Sand Bedding:

This item of work is to repair existing brick surfacing on sand bedding. Existing bricks shall be removed and reused if they are not chipped, cracked or otherwise broken. The existing sand bedding shall be screed level before installation of bricks. Additional sand, if required, shall meet the requirements of bedding and joint sand for Concrete Interlocking Pavers elsewhere in these specifications.

PAVER SURFACING (Item EE)

New Paver Surfacing On Concrete Underslab:

This item of work is for new paver surfacing on concrete underslab and shall be Medium Ironspot #46 pavers manufactured by Endicott, or approved equal, with color and texture to match existing split pavers around town. A 4" concrete underslab shall be constructed first and then a ½" thin set mortar bed applied. The pavers shall be placed on the mortar bed with a 3/8" wide joint to be filled with grout. Concrete shall be minor concrete. The new concrete underslab shall be thoroughly cleaned before application of the thin set mortar.

Repair Paver Surfacing On Concrete Underslab:

This item of work is to repair existing paver surfacing on concrete underslab. Existing pavers shall be removed and re-used if they are not chipped, cracked or otherwise broken. The existing concrete underslab shall be thoroughly cleaned before application of the thin set mortar.

New and Repair Paver Surfacing on Concrete Underslab:

Mortar shall conform to ASTM C270 type M mortar. Grout shall conform to ASTM C476. The color of grout shall match existing. For new standalone installations, the color of grout shall be as directed by the Engineer. Follow manufacturer's recommendations for mortar curing time prior to applying grout.

Joints shall be uniform and straight in all directions. Maintain no greater than 1/16 inch height difference between adjacent pavers.

Gaps at the edges of the paver area shall be filled with cut pavers or edge units as appropriate. Layout shall be done so as to minimize the number of cut pavers or pavers cut to less than one-third of a whole paver. In no case shall cut pavers have a dimension less than ½ inch. The surface of the installed pavers shall not deviate more than ¼ inch under a 10-foot long straight edge.

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Paver surfacing shall match existing paver surfacing to the extent possible. Submit full size paver samples of each paver type, thickness, color and finish that indicates the range of color variation and texture expected in the finished installation for approval prior to use.

Paver surfacing shall be installed by a contractor and crew with at least one year of experience in placing paver surfacing on projects of similar nature.

CONCRETE INTERLOCKING PAVERS (Item FF)

Concrete interlocking pavers shall be installed per manufacturer's recommendations by a contractor with a crew of at least one year of experience in placing interlocking concrete pavers on projects of similar nature or dollar cost.

Bedding sand and joint sand shall be included as part of this item. Installing concrete pavers includes but is not necessarily limited to the following work:

CONCRETE PAVER UNITS

Concrete pavers shall meet the requirements of ASTM C 936, Standard Specification for Solid Concrete Interlocking Paving Units, for average compressive strength and average water absorption.

Pavers for walkways shall be Holland (80mm), red-tan in color, manufactured by Pacific Interlocking Paving stone, or approved equal. Crosswalk pavers shall be installed in a 90-degree herringbone pattern. Maintain straight pattern lines.

Joints between the pavers on average shall be between 2 mm to 5 mm 1/16 to 3/16 inch wide.

Gaps at the edges of the paved area shall be filled with cut pavers or edge units. Layout of edge banding shall be done so as to minimize the number of cut pavers to less than one-third of a whole paver. Pavers to be placed along the edge shall be cut with a double-bladed paver splitter or masonry saw.

A low amplitude, high frequency plate vibrator capable of at least 22 kN 5,000 lb compaction shall be used to vibrate the pavers into the bedding sand and to completely fill paver joints with joint sand.

The final surface elevations of installed pavers shall be 1/8 to 1/4 inch 3 to 6 mm above adjacent drainage inlets, concrete collars of channels.

Full size samples of concrete paving units that indicate color and shape selections shall be submitted to the engineer for approval prior to ordering materials. Color will be selected by the Engineer from Seaside County Sanitation District approved colors.

BEDDING AND JOINT SAND

Bedding and joint sand shall be lean, non-plastic, free from deleterious or foreign matter and natural or manufactured from crushed rock. Limestone screenings or stone dust will not be allowed.

Grading of bedding and joint sand shall be done according to ASTM C 136. The Contractor shall submit a sieve analysis for grading of bedding and joint sand for approval prior to ordering materials.

Bedding sand shall conform to grading requirements of ASTM C 33 shown in Table 1 below:

Grading Requirements for Bedding Sand – ACTM C 33

Sieve Size	Percent Passing
9.50 mm	100
4.75 mm	95 to 100

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2.36 mm	85 to 100
1.18 mm	50 to 85
0.600 mm	25 to 60
0.300 mm	10 to 30
0.150 mm	2 to 10

Joint sand shall conform to the grading requirements of ASTM C 144 shown in the table below:

Sieve Size	Natural Sand Percent Passing	Manufactured Sand Percent Passing
4.75 mm	100	100
2.36 mm	95 to 100	95 to 100
1.18 mm	70 to 100	70 to 100
0.600 mm	40 to 75	40 to 100
0.300 mm	10 to 35	20 to 40
0.150 mm	2 to 15	10 to 25
0.075 mm	0	0 to 10

Subgrade surface tolerance shall be plus or minus 10 mm 3/8 inch over a 3 m 10 foot straight edge prior to spreading of bedding sand. Bedding sand shall not be used to fill depressions in the subgrade surface.

Bedding sand shall be spread evenly over the subgrade and screed to a nominal 25 mm 1 inch thickness, not exceeding 40 mm 1.5 inch thickness. The screed sand shall not be disturbed.

Dry joint sand shall be swept into the paver joints and vibrated until they are full. Excess sand shall be swept off and removed when the job is complete.

Sand shall be covered with a waterproof covering at the end of each working day to prevent exposure to rainfall or removal by wind. Secure covering in place.

STONE WALL (Item GG)

New Stone Wall:

This item of work is for new stone wall construction. For bidding purposes, consider golden granite as the material. However, types of stone materials may vary from site to site, depending upon conditions and surrounding hardscape. The depth of the wall shall be 1'-4" with a maximum height of 3'-0".

Repair Stone Wall:

This item of work is for repairing existing stone wall construction. Existing stones may be re-used if they are not chipped, cracked or otherwise broken. New stones shall match existing stones where applicable and practical. New stones shall be grouted in place to match existing conditions. All repair work shall be paid for as extra work per Section 9-1.03, "Force Account", of the Standard Specifications.

CONCRETE SIDEWALK SLICING (Item HH)

All vertical displacements between 0.25 inches and 1.75 inches in height will be saw cut in accordance with the requirements of the Americans with Disabilities Act (ADA). Each offset will be tapered at a 1:8 slope or flatter and shall have a smooth uniform appearance and texture. It is the Contractor's responsibility to adhere to the ADA grades required (1:8 slope or flatter). Inspection and approval of work shall not relieve the Contractor from achieving all requirements set forth in these specifications. The Contractor shall be responsible to repair any work improperly performed.

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All saw cutting shall be taken to an absolute zero point of differential with the adjacent opposing panel, and to both edges of the sidewalk panel to mitigate the vertical displacement in its entirety over the full width of the sidewalk panel as needed. Some panels may not require the full width of the sidewalk panel to be mitigated where the vertical displacement recedes to an already zero differential.

Contractor's repairs may not leave ridges or grooves that could hold water and prevent drainage of rainwater or irrigation. Final mitigated surface shall be smooth and free of any grooves that catch excess water.

Contractor shall work closely with the Engineer to coordinate any and all work to be performed. All cuts shall be marked and/or approved by the Engineer prior to cutting. If additional potential cuts are identified by the Contractor, the Contractor shall call the inspector to review and/or approve the location prior to the cut being made. Any cuts made without being pre-marked or approved by the Engineer shall not be paid for.

Prior to commencing work at an address, the Contractor shall notify the affected public that work will be done in front of their business or residence and provide a contact phone number for the Contractor.

The adjacent opposing sidewalk panel, along with any wall and/or obstacles butting up to the sidewalk panel, shall not be cut into or marked in any way, shape or form when mitigating vertical displacements. Cutting into any landscaping, i.e. grass, rocks, walls, etc, is not permitted. Contractor is not allowed to cut the concrete deeper than the opposing slab. Any scarring or damaging of the adjacent opposing slab which does not have a vertical displacement on it or damage to landscaping, walls or otherwise, will require that the contractor remove and replace the damaged opposing slab or repair other damages at their cost.

Contractor shall, at all times, keep his work area safe and clean to protect the public. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

Dust shall be collected using a high powered vacuum dust control system, eliminating the majority of dust from entering into the atmosphere. Any water-cooling slurry must be controlled and removed. No slurry shall be allowed to enter adjacent landscape areas or storm drains. All slurry shall be removed by the Contractor.

All debris and concrete dust shall be completely cleaned from the sidewalk surface as well as the surrounding area, i.e. landscaping, walls, etc. and be hauled off and disposed of at an approved site. Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.

Work for this contract will be performed on a District wide basis as designated by the Engineer. Within one week of completion of each day's work, contractor must provide to the District a detailed list and map including:

1. Extent of each sidewalk repair, including highest and lowest height in inches and width to the nearest 0.5 foot.
2. Location of each sidewalk repair, including address and detailed description.
3. Cost of each sidewalk repair.

All invoices shall include a summary by grid location of the number of cuts, linear feet, inch feet, unit cost, and extended cost.

PREMIUM LABOR (Item II)

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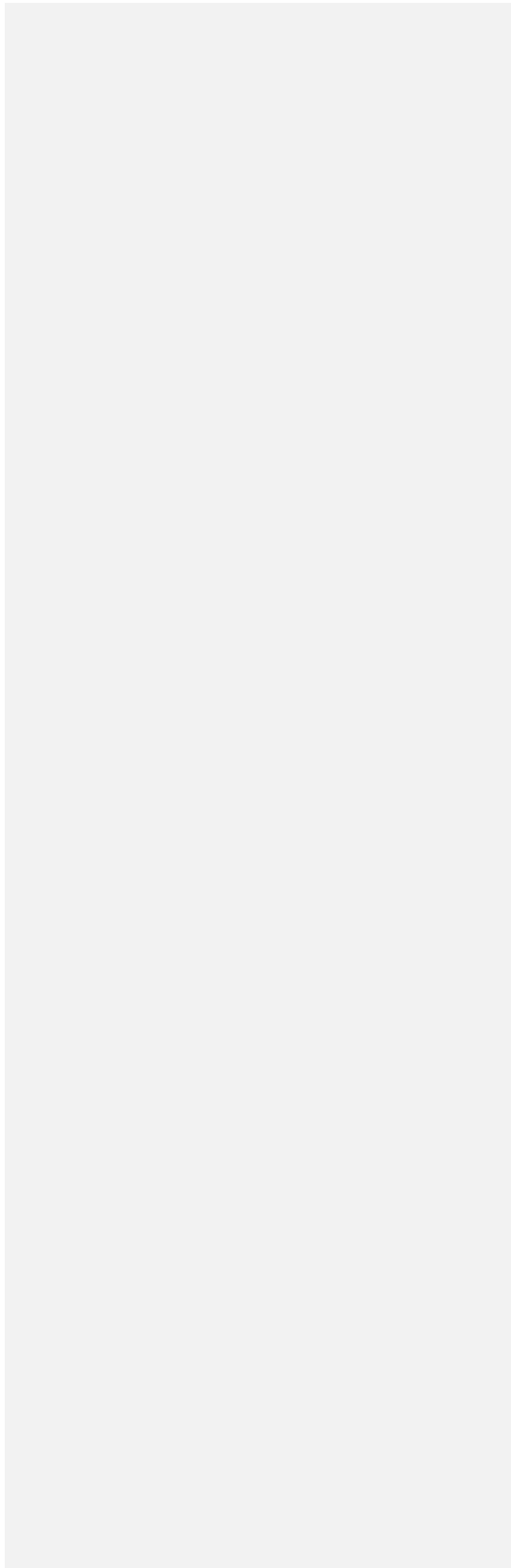
Premium labor, when required by the District, shall be work performed as described in Part II of these Specifications. Premium Labor hours may be adjusted by the District as required.

BOND MARKUP

Bond markups will be charged as a percentage of the work order value to cover the cost of labor and performance bonds for that work order beyond the \$250,000 as discussed in item Section 00 6113.13 7.03 C.

ARTICLE 2 - PRODUCTS – NOT USED

ARTICLE 3 - EXECUTION – NOT USED





**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

BY: Thomas Korman, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: December 10, 2024

SUBJECT: APPROVE A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH MONTEREY ONE WATER FOR PARTICIPATION IN THE ANNUAL FOG PUBLIC EDUCATION PROGRAM FOR FISCAL YEAR 2024-2025

PURPOSE

The purpose of this item is to have the District Board consider continuing its participation in the FOG Public Education Program for the Southern Monterey Bay Dischargers Group administered by the Monterey One Water (formerly Monterey Regional Water Pollution Control District) for the Fiscal Year 2024-2025.

RECOMMENDATION

Sign a Memorandum of Understanding with Monterey One Water for participation in the Annual FOG Public Education Program for Fiscal Year 2024-2025.

BACKGROUND

On May 2, 2006, the Seaside County Sanitation District (the District) was issued Water Quality Order No. 2006-0003-DWQ from the State Water Resources Control Board. This order adopted statewide general waste discharge requirements for sanitary sewer systems. In 2008, the monitoring and reporting program (MRP) portion of this Order was revised as Order No. 2008-0002-EXEC. Water Quality Orders No. 2006-0003-DWQ and 2008-0002-EXEC are referred to as the Sanitary Sewer System Waste Discharge

Requirements (SSS WDRs or WDRs). Water Quality Order No. 2022-0103-DWQ was adopted by the State Water Resources Control Board on December 6, 2022, and was effective June 5, 2023. Water Quality Order No. 2022-0103-DWQ supersedes Water Quality Order No. 2006-0003-DWQ and amendments thereafter.

The purpose of the WDRs is to set specific sewer collection system operation and maintenance requirements, regulate the collection systems, and uphold State water quality standards. Section 7. of Water Quality Order No. 2022-0103-DWQ states that "The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris....The procedures must include, at a minimum: An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;"

In order to comply with the latest WDR, the District developed a Sewer System Management Plan (SSMP), which includes a FOG Control Program (also known as the Grease Program). The two main elements of the Grease Program implemented by the District are the Public Education Outreach Program and the requirement to install grease removal devices at food serving establishments.

Public Education Program:

The District is a part of the Southern Monterey Bay Dischargers Group administered under contract by Monterey One Water. The group's goal is to facilitate WDR compliance for all Monterey One Water member entities. The Southern Monterey Bay Dischargers Group consists of the cities of Pacific Grove, Monterey, Salinas, Carmel Area Wastewater District, Castroville Community Services District, Marina Coast Water District, Pebble Beach Community Services District, California American Water and the Seaside County Sanitation District.

As in previous years, Monterey One Water has offered their assistance with the implementation of a FOG Public Education Outreach Program (the Program). The Program promotes the proper disposal of FOG by educating the public. The proposed program consists of media advertising including print, digital, radio and social media. The Fiscal Year 2024-2025 Fats, Oil, and Grease (FOG) Public Outreach Plan, Attachment A of the MOU, outlines the type of media outlets and the number of advertisements over the course of the year.

In the past, the District supplements the Program with its own public education outreach events. The District staffs a booth at various community functions to educate the public on the dangers of disposing FOG down the drain. Grease scrappers and refrigerator magnets are given to the public alerting them to the dangers and consequences of grease in the sewer system. District personnel also advise the public how to properly dispose of unwanted grease.

FISCAL IMPACT

To increase the cost-effectiveness of the FOG Public Education Outreach Program, all costs are shared based upon the population served by the member agencies. For the upcoming Program, the cost would be divided based on 2021 Census information and the total number of entities electing to continue participation. For fiscal year 2024-2025, the Program cost is not to exceed \$19,850.00 and the District's cost-share is \$2,047.23, see Attachment B of the MOU.

ATTACHMENTS

1. Resolution
 2. Memorandum of Understanding FY 24/25
-

Reviewed for Submission to the
Board by:



Craig Malin, Interim District Manager

RESOLUTION NO. 24-___

RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

**AUTHORIZING THE DISTRICT MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH MONTEREY ONE WATER
FOR COST SHARE PARTICIPATION IN THE AMOUNT OF \$2,035.66 FOR
THE FATS, OILS & GREASE PUBLIC EDUCATION PROGRAM FOR FISCAL
YEAR 2024-2025**

WHEREAS, the California Regional Water Quality Control Board issued a Waste Discharge Requirement (WDR) Order Numbers 2006-0003-DWQ and 2008-0002-EXEC; and

WHEREAS, Water Quality Order No. 2022-0103-DWQ was adopted by the State Water Resources Control Board on December 6, 2022, and was effective June 5, 2023; and

WHEREAS, Water Quality Order No. 2022-0103-DWQ supersedes Water Quality Order No. 2006-0003-DWQ and amendments thereafter; and

WHEREAS, the purpose of the WDRs is to set specific sewer collection system operation and maintenance requirements, regulate the collection systems, and uphold State water quality standards; and

WHEREAS, Section 7. of Water Quality Order No. 2022-0103-DWQ states that "The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris....The procedures must include, at a minimum: An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;"; and

WHEREAS, Monterey One Water (formerly Monterey Regional Water Pollution Control Agency) has led a steering committee, called Southern Monterey Bay Dischargers Group, for all entities tributary to the Regional Plant to facilitate compliance by each permittee; and

WHEREAS, one of the requirements of the WRD is to conduct a Public Education Program to promote the proper disposal of grease and fats; and

WHEREAS, this program will be cost-shared among the groups entering into a Memorandum of Understanding with Monterey One Water; and

WHEREAS, this cost has been broken down by each entities population based on 2021 Census data; and

WHEREAS, the Seaside County Sanitation District portion of this program is \$2,047.23.

NOW THEREFORE, BE IT RESOLVED that the Seaside County Sanitation District's Board of Directors authorize the District Manager to execute the Memorandum

of Understanding with Monterey One Water to participate in the Public Education Program for fiscal year 2024-2025.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held this 10th day of December 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Blackwelder, Chair

ATTEST:

Dominique Davis, District Clerk



Monterey One Water

Providing Cooperative Water Solutions

ADMINISTRATIVE OFFICE: 5 Harris Court, Bldg D, Monterey, CA 93940-5756

MAIN: (831) 372-3367 or (831) 422-1001

FAX: (831) 372-6178

WEBSITE: www.montereyonewater.org

November 15, 2024

Craig Malin, Interim District Manager
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

**SUBJECT: Memorandum of Understanding for Conducting Annual Sewer Pipe Blockage Control Program
Public Education**

Dear Jamie,

Enclosed is a copy of the Memorandum of Understanding (MOU) for "Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group." Please execute and return a signed copy to Monterey One Water via:

Email: michelle@my1water.org

-OR-

Mail: Monterey One Water
Att: Michelle Bumgardner
5 Harris Ct, Bldg D
Monterey, CA 93940

This regional education program promotes the proper disposal of fats, oils, grease, rags, and debris in addition to helping members meet their issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Board. Upon completion of the campaign (end of fiscal year), you will receive an invoice for your entity's portion of the program – as described in Attachment B – and a detailed report on the program's community reach.

If you have any questions or need additional information, please contact our Community Relations Department at 831-645-4629 or michelle@my1water.org.

Sincerely,

Paul A. Sciuto
Executive Officer

Enclosures:

- (1) MOU
- (2) Attachment A – Program Outline
- (3) Attachment B – Partnership Distribution and Budget

MEMORANDUM OF UNDERSTANDING
for
Conducting a Public Education Program
for the
Southern Monterey Bay Dischargers Group

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on _____, 2024, between **MONTEREY ONE WATER** (the "Agency") and **SEASIDE COUNTY SANITATION DISTRICT** (the Discharger"), as follows:

Recitals

1. The Discharger has been issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Control Board. One WDR requirement is for the Discharger to conduct a public education program promoting the proper disposal of pipe-blocking substances such as fats, oils, grease, rags, and debris.
2. The Agency has the staff and resources to conduct a public education program as described in Attachment A to this Agreement.
3. The Discharger desires to have the Agency conduct this public education program.

Terms and Conditions

In consideration of the mutual promises contained herein, the Agency and the Discharger hereby agree to the following terms and conditions:

1. Over fiscal year 2024-2025 and on behalf of the Southern Monterey Bay Dischargers Group, the Agency will conduct the public education program described in Attachment A.
2. The Discharger will compensate the Agency its portion of costs for conducting this public education program as broken down in Attachment B.
3. The Agency will invoice the Discharger for its share of the final costs, not to exceed the amount in Attachment B, and the Discharger will pay the Agency this amount within ninety (90) days of receipt of the invoice.

MONTEREY ONE WATER

SEASIDE COUNTY SANITATION DISTRICT

By _____

Signature

Paul A. Sciuto, Executive Officer

Name/Title

By _____

Signature

Craig Malin, Interim District Manager

Name/Title

Attachment A

WDR Sewer Pipe Blockage Control Program Public Education Outline FY 2024-2025

Program Goals

- Educate our communities about the proper disposal of substances that block pipes, such as fats, oils, grease, rags, and debris, through advertising and public resources
- Help members meet the issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Board

Program Timeframe

July 2024 – June 2025

Sample Media Types

- Print
- Digital
- Broadcast TV
- Live Radio
- On-demand Radio
- Social Media

-Digital copies of all advertisements will be provided to entities to continue using beyond this campaign

Costs

Total advertising across all media not to exceed \$19,850



Attachment B

Southern Monterey Bay Dischargers Sewer Pipe Blockage Control Program Outreach Partnership Distribution and Budget FY 2024-2025

Shared Budget for FY 2024-2025 Not to Exceed \$19,850			
Entity	Population within area to be covered by regional WDR program ¹	% of budget to be paid	Contribution not to exceed
California American Water ²	6,400	2%	\$382.18
Carmel Area Wastewater District	4,000	1%	\$238.86
Castroville Community Services District ³	8,129	3%	\$485.43
City of Monterey	30,218	10%	\$1,804.48
City of Pacific Grove	15,090	5%	\$901.11
City of Salinas	163,542	54%	\$9,766.00
Marina Coast Water District ⁴	35,258	12%	\$2,105.45
Pebble Beach Community Services District	4,509	2%	\$269.26
Seaside County Sanitation District ⁵	34,283	11%	\$2,047.23
Sub Total	301,429	100%	\$18,000
ReGen Monterey Sponsorship	--	--	\$1,850
TOTAL	--	--	\$19,850

Notes

1. Source: U.S. Census Bureau, 2021 Census of Population
2. Combined data for Oak Hills, Indian Springs, Las Palmas, Spreckels, Pasadera, White Oaks, Village Green, Carmel Valley Ranch provide by Cal Am
3. Combined data for Castroville, Moss Landing, and, provided by CCSD, the Moro Cojo area population
4. Combined data for Marina and, provided by MCWD, the Ord Community
5. Combined data for Seaside, Sand City, and Del Rey Oaks



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, Interim District Manager

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

DATE: December 10, 2024

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR NOVEMBER 2024.**

PURPOSE

RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR NOVEMBER 2024.

RECOMMENDATION

ACCEPT REPORTS. THIS ITEM IS PRESENTED FOR INFORMATION ONLY.

BACKGROUND

ATTACHED IS THE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT AND FLUSH MAP FOR NOVEMBER 2024.

FISCAL IMPACT

THERE IS NO FISCAL IMPACT ASSOCIATED WITH THIS ITEM.

ATTACHMENTS

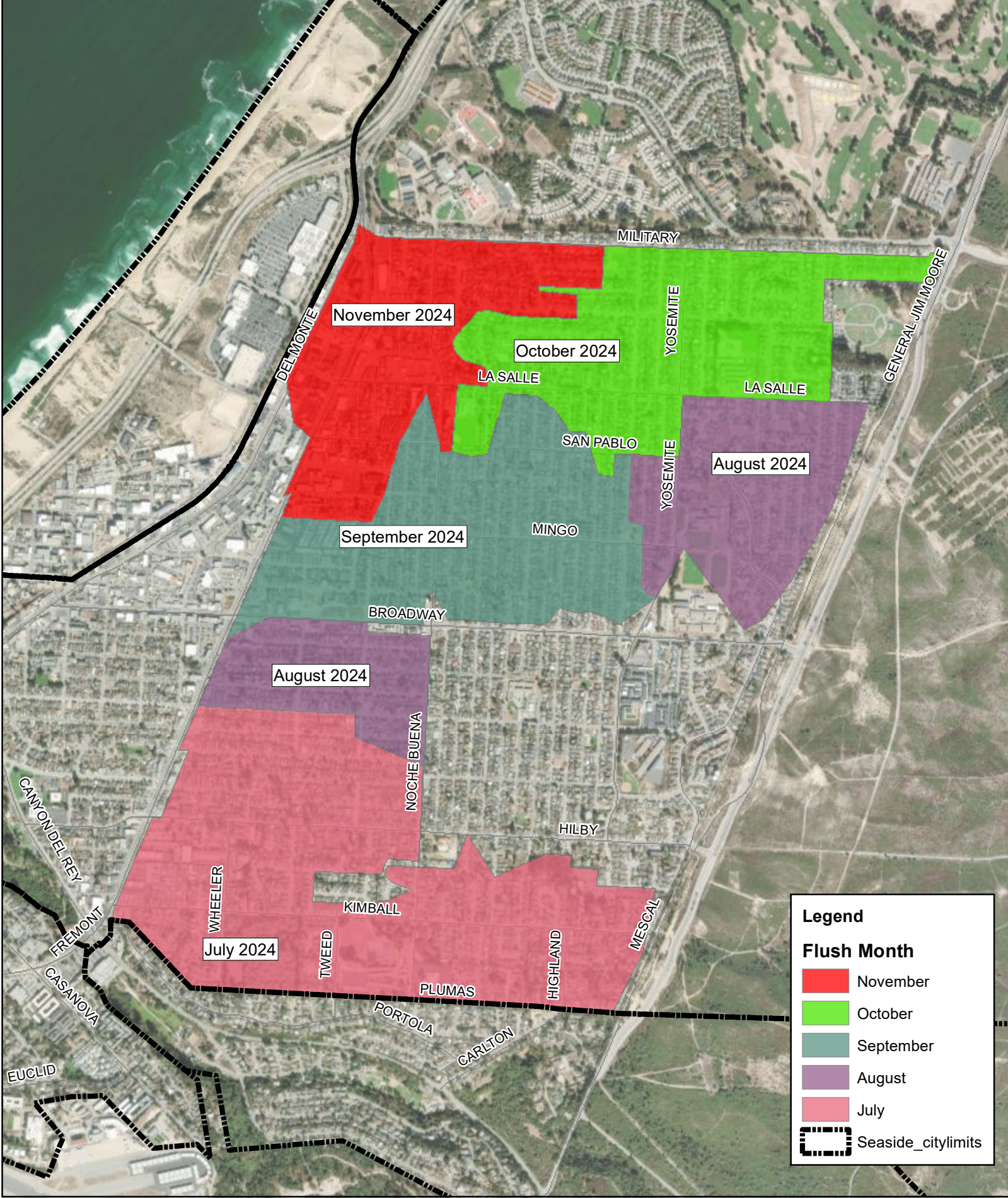
1. Flush_map_November_2024-2025
-

2. Monthly Sanitation Report November_24-25

Reviewed for Submission to the
Board by:



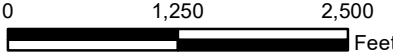
Craig Malin, Interim District Manager



Legend

Flush Month

- November
- October
- September
- August
- July
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2024-2025

Seaside County Sanitation District Operations Report

Fiscal Year 2024/2025 Month of November

	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	412	1,996	277	1,385	38,648	237,897	39,337	241,278
Main Line Video	0	135	0	0	0	6,707	0	6,842
Main Lines Treated for Grease Control (Jet Power II)	412	1,996	277	1,385	6,383	30,871	7,072	34,252
Mainline Root Treatment	0	0	0	0	2,043	6,700	2,043	6,700
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