



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

SPECIAL MEETING

Board of Directors
Tuesday, March 17, 2020, 9:30 AM
City of Seaside Council Chamber

1. **CALL TO ORDER**

BOARD OF DIRECTORS

Jerry Blackwelder
Pat Lintell
Alissa Kispersky

Chair
First Vice Chair
Second Vice Chair

2. **ROLL CALL**

BOARD OF DIRECTORS

Jerry Blackwelder
Pat Lintell
Alissa Kispersky

Chair
First Vice Chair
Second Vice Chair

3. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. **PUBLIC COMMENT**

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

5. **CONSENT AGENDA**

A. APPROVAL OF MINUTES FROM THE FEBRUARY 11, 2020 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the February 11, 2020 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVAL OF DECEMBER 2019 & JANUARY 2020 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION

DISTRICT.

PURPOSE: Approval of additional expenditures for December 2019 in the amount of \$382,902.15 and expenditures for January 2020 in the amount of \$655,073.43 for the Seaside County Sanitation District.

RECOMMENDATION: Approve additional expenditures for December 2019 and total expenditures for January 2020. Additional expenditures to report for December 2019 were \$382,902.15. Total expenditures for January 2020 were \$655,073.43. A drawdown in the amount of \$1,037,975.58 for the additional December 2019 expenditures and January 2020 expenditures is being requested.

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR FEBRUARY 2020.

PURPOSE: Receive Seaside County Sanitation District Operations report for February 2020.

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

6. NEW BUSINESS

A. APPROVE A CONSTRUCTION CONTRACT WITH K.J. WOODS CONSTRUCTION, INCORPORATED FOR AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$3,338,000) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

PURPOSE: The purpose of this item is for the District's Board to consider approval of a Construction Contract Agreement with K.J. Woods Construction, Incorporated to provide all labor, material, equipment, and services necessary to complete the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION: It is recommended that the Board adopt a resolution approving the Construction Contract Agreement with K.J. Woods Construction, Incorporated for an amount not to exceed Three Million Three Hundred Thirty-Eight Thousand Dollars (\$3,338,000) to provide all labor, material, equipment, and services necessary to construct the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Construction Contract Agreement.

B. APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT

NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$322,300) TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT FOR THE DEL MONTE SEWER REPLACEMENT PROJECT

PURPOSE: The purpose of this item is for the District's Board to consider amending an agreement with Harris & Associates to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION: It is recommended that the Board adopt a resolution approving an amendment to the Professional Services Agreement with Harris & Associates for an amount not to exceed Three Hundred Twenty-Two Thousand Three Hundred Dollars (\$322,300) to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Amendment.

C. APPROVE AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY DOLLARS (\$86,060) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

PURPOSE: The purpose of this item is for the District's Board to consider approval of an amendment to the Design Professional Services Agreement with Wallace Group to provide additional professional engineering and technical services for engineering support during construction of the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION: It is recommended that the Board adopt a resolution approving an amendment to the Design Professional Services Agreement with Wallace Group for an amount not to exceed Eighty-Six Thousand Sixty Dollars (\$86,060) to provide additional professional engineering and technical services for engineering support during construction for the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Amendment.

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:
April 14, 2020
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. SCSD's meetings are held at an accessible facility. 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. Agenda related writings or documents provided to the SCSD Board of Directors are available for public inspection during the meeting or may be requested from the office of the District Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956. Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, February 11, 2020 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:30 AM.

2. ROLL CALL

PRESENT: Kispersky, Blackwelder

ABSENT: Lintell

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CONSENT AGENDA

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved Consent Agenda with the exception of Items B and C which were pulled by Second Vice Chair Kispersky.

<i>RESULT:</i>	<i>Approved</i>
<i>AYES:</i>	<i>Jerry Blackwelder, Alissa Kispersky</i>
<i>NOES:</i>	<i>None</i>
<i>ABSENT:</i>	<i>Pat Lintell</i>

**A. APPROVAL OF MINUTES FROM THE JANUARY 14, 2020
REGULAR MEETING.**

Action: Approved

**B. APPROVAL OF DECEMBER 2019 EXPENDITURE REPORT FOR SEASIDE
COUNTY SANITATION DISTRICT.**

Second Vice Chair Alissa Kispersky had questions on the withdrawals that were answered by District Finance Director, Kimberly Drabner.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved the December 2019 Expenditure Report as presented.

<i>RESULT:</i>	<i>Approved</i>
<i>AYES:</i>	<i>Jerry Blackwelder, Alissa Kispersky</i>
<i>NOES:</i>	<i>None</i>
<i>ABSENT:</i>	<i>Pat Lintell</i>

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JANUARY 2020.

Second Vice Chair Alissa Kispersky has questions on this item that were answered by Acting District Engineer, Scott Ottmar.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved the Operations Report for January 2020.

RESULT:	Approved
AYES:	Jerry Blackwelder, Alissa Kispersky
NOES:	None
ABSENT:	Pat Lintell

6. NEW BUSINESS

A. RECEIVE REPORT ON THE AUDIT OF THE SEWER SYSTEM MANAGEMENT PLAN AND AMEND THE CONTRACT WITH CAUSEY CONSULTING TO PROVIDE PROFESSIONAL SERVICES TO PERFORM THE OUTLINED REVISIONS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$24,085 AND TO APPROPRIATE THE FUNDS.

Acting District Engineer, Scott Ottmar, spoke on the item. There were questions by the Board that were answered by Mr. Ottmar. Paul Causey also answered questions in regards to the 2017 audit.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT:	Approved
AYES:	Jerry Blackwelder, Alissa Kispersky
NOES:	None
ABSENT:	Pat Lintell

B. APPROVAL OF A CONSTRUCTION CONTRACT WITH MONTEREY PENINSULA ENGINEERING, INCORPORATED FOR AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,368,180) FOR THE CANYON DEL REY CMP SEWER MAIN REPLACEMENT PROJECT

Scott Ottmar, Acting District Engineer, spoke on item. There were questions by the Board that were answered by Mr. Ottmar.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

C. APPROVAL OF AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$22,700) FOR THE CANYON DEL REY CMP SEWER MAIN REPLACEMENT PROJECT

Scott Ottmar, Acting District Engineer, spoke on the item.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

D. APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$131,600) FOR CONTINUATION OF CAPITAL IMPROVEMENT PROGRAM (CIP) MANAGEMENT AND SUPPORT

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

7. CORRESPONDENCE

A. PUMP STATION 19: LETTER'S TO BUSINESS OWNERS

Scott Ottmar, Acting District Engineer, spoke on item. Informed Board of the letters that were sent to the businesses. There were questions by the Board that were answered by Mr. Ottmar.

8. STAFF REPORTS

None

9. BOARD MEMBERS COMMENTS

None.

10. ADJOURNMENT

On motion, the meeting was adjourned at 10:04 AM.

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Kimberly Drabner, Finance Director

DATE: March 17, 2020

**SUBJECT: APPROVAL OF DECEMBER 2019 & JANUARY 2020
EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION
DISTRICT.**

PURPOSE

Approval of additional expenditures for December 2019 in the amount of \$382,902.15 and expenditures for January 2020 in the amount of \$655,073.43 for the Seaside County Sanitation District.

RECOMMENDATION

Approve additional expenditures for December 2019 and total expenditures for January 2020. Additional expenditures to report for December 2019 were \$382,902.15. Total expenditures for January 2020 were \$655,073.43. A drawdown in the amount of \$1,037,975.58 for the additional December 2019 expenditures and January 2020 expenditures is being requested.

BACKGROUND

The additional expenditure reported for December 2019 and the total expenditure for January 2020 are attached. The local cash balance as of January 31, 2020 was - \$219,030.84 due to \$655,073.43 of expenditures in January. The cash balance with the county as of January 31, 2020 was \$8,158,523.57.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. DEC 19 Additional expenditure spreadsheet
 2. JAN 20 expenditure spreadsheet
 3. EFT Form 3-17-20
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Reviewed for Submission to the
Board by:



Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	9,614.23	7,982.81	1,631.42
951-8810-0002	OVERTIME	1.46	1.46	-
951-8810-0006	WORKERS COMPENSATION	808.00	-	808.00
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	245.52	245.52	-
951-8810-0012	VACATION\COMP TIME PAYOFF	122.74	122.74	-
951-8810-0016	DEFERRED COMPENSATION	127.23	103.40	23.83
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	268.00	-	268.00
951-8810-0031	PERS PENSION	4,381.49	826.66	3,554.83
951-8810-0032	PARS PENSION	689.41	562.51	126.90
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	2,036.60	1,626.37	410.23
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	143.98	116.55	27.43
951-8810-0061	VISION INSURANCE	14.31	11.70	2.61
951-8810-0071	LTD	25.74	20.65	5.09
951-8810-0081	LIFE INSURANCE	24.51	19.69	4.82
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	139.46	117.70	21.76
951-8810-1022	LEGAL SERVICES	5,046.53	2,680.31	2,366.22
951-8810-1025	CITY AUDIT	4,125.00	-	4,125.00

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	1,858.67	1,423.00	435.67
951-8810-1030	CONSULTANT	8,741.25	5,328.75	3,412.50
951-8810-1033	FITNESS PROGRAM	20.93	20.93	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	2,625.00	-	2,625.00
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	75.00	75.00	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-
951-8810-3092	STATIONARY SUPPLIES	44.07	-	44.07
951-8810-3095	DEPARTMENT CONSUMABLES	108.82	-	108.82
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	1,651.00	1,651.00	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	919.08	765.90	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	24,342.37	24,342.37	-
951-8810-9395	VEHICLE MAINTENANCE	9,750.00	-	9,750.00
951-8810-9396	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	84,752.75	67,374.20	17,378.55
951-8820-0002	OVERTIME	6,215.88	5,297.46	918.42
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	11,096.00	-	11,096.00
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	786.55	607.56	178.99
951-8820-0017	PARS-ARS 457	-	-	-
951-8820-0020	PART-TIME HOURLY WAGES	54.37	-	54.37
951-8820-0030	PERS PENSION OB BOND	636.50	-	636.50
951-8820-0031	PERS PENSION	35,111.44	6,413.19	28,698.25
951-8820-0032	PARS PENSION	227.50	167.99	59.51
951-8820-0033	LIUNA PENSION	1,266.59	1,058.42	208.17
951-8820-0041	MEDICAL INSURANCE	12,860.00	8,854.05	4,005.95
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0051	DENTAL INSURANCE-GARDIAN	802.60	597.53	205.07
951-8820-0061	VISION INSURANCE	82.40	64.23	18.17
951-8820-0071	LTD	155.12	116.48	38.64
951-8820-0081	LIFE INSURANCE	126.52	93.95	32.57
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0092	MEDICARE TAX	1,227.85	985.24	242.61
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	300.00	300.00	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	33.75	27.00	6.75
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	1,110.07	913.92	196.15
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	89.26	22.94	66.32
951-8820-2073	SUBCONTRACTED WORK	16,857.69	16,777.69	80.00
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	4,763.18	2,591.55	2,171.63
951-8820-3097	SAFETY EQUIPMENT	360.51	360.51	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	4,900.00	4,600.00	300.00
951-8820-4122	DUES AND MEMBERSHIPS	4,312.85	4,312.85	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	3,625.57	2,820.10	805.47

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	7,319.29	7,319.29	-
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	583.59	583.59	-
951-8820-9605	INTEREST EXPENSE	45.35	45.35	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	382,902.15	382,902.15	-
		660,555.73	563,252.26	97,303.47

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	9,571.15	4,600.00	4,971.15
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	4,128.92	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		13,700.07	8,728.92	4,971.15
953-8820-0016	DEFERRED COMPENSATION	37.65	29.87	7.78
953-8820-0031	PERS PENSION	859.12	156.00	703.12
953-8820-0032	PARS PENSION	137.38	108.68	28.70
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	348.83	268.16	80.67
953-8820-0051	DENTAL INSURANCE	19.32	9.15	10.17
953-8820-0061	VISION INSURANCE	2.56	2.04	0.52
953-8820-0071	LTD	5.08	2.40	2.68
953-8820-0081	LIFE INSURANCE	5.32	2.52	2.80

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-0092	MEDICARE TAX	28.13	22.53	5.60
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	547.25	432.04	115.21
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	394,104.58	39,552.58	354,552.00
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	18,485.65	14,254.60	4,231.05
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	21,427.27	13,595.08	7,832.19
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	-	-	-
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
DECEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9218	SEWER LINE REPLACEMENTS	11,882.25	11,882.25	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
		447,890.39	80,317.90	367,572.49
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	58,218.00	58,218.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		58,218.00	58,218.00	-
			951-1009	97,303.47
			952-1009	4,971.15
			953-1009	367,572.49
			954-1009	-
DECEMBER 2019 DRAWDOWN - CORRECT				469,847.11

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	12,250.15	9,614.23	2,635.92
951-8810-0002	OVERTIME	1.46	1.46	-
951-8810-0006	WORKERS COMPENSATION	808.00	808.00	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	245.52	245.52	-
951-8810-0012	VACATION\COMP TIME PAYOFF	122.74	122.74	-
951-8810-0016	DEFERRED COMPENSATION	150.24	127.23	23.01
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	268.00	268.00	-
951-8810-0031	PERS PENSION	4,652.33	4,381.49	270.84
951-8810-0032	PARS PENSION	877.02	689.41	187.61
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	2,419.47	2,036.60	382.87
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	171.30	143.98	27.32
951-8810-0061	VISION INSURANCE	16.74	14.31	2.43
951-8810-0071	LTD	30.79	25.74	5.05
951-8810-0081	LIFE INSURANCE	29.33	24.51	4.82
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	176.18	139.46	36.72
951-8810-1022	LEGAL SERVICES	10,072.13	5,046.53	5,025.60
951-8810-1025	CITY AUDIT	5,250.00	4,125.00	1,125.00

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	1,872.11	1,858.67	13.44
951-8810-1030	CONSULTANT	11,886.25	8,741.25	3,145.00
951-8810-1033	FITNESS PROGRAM	36.91	20.93	15.98
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	2,625.00	2,625.00	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	75.00	75.00	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-
951-8810-3092	STATIONARY SUPPLIES	44.07	44.07	-
951-8810-3095	DEPARTMENT CONSUMABLES	108.82	108.82	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	390.00	-	390.00
951-8810-4122	DUES AND MEMBERSHIPS	1,651.00	1,651.00	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	1,072.26	919.08	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	24,342.37	24,342.37	-
951-8810-9395	VEHICLE MAINTENANCE	9,750.00	9,750.00	-
951-8810-9396	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	112,235.47	84,752.75	27,482.72
951-8820-0002	OVERTIME	6,255.32	6,215.88	39.44
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	11,096.00	11,096.00	-
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	965.02	786.55	178.47
951-8820-0017	PARS-ARS 457	2.83	-	2.83
951-8820-0020	PART-TIME HOURLY WAGES	271.83	54.37	217.46
951-8820-0030	PERS PENSION OB BOND	636.50	636.50	-
951-8820-0031	PERS PENSION	37,546.37	35,111.44	2,434.93
951-8820-0032	PARS PENSION	289.76	227.50	62.26
951-8820-0033	LIUNA PENSION	1,637.67	1,266.59	371.08
951-8820-0041	MEDICAL INSURANCE	17,116.21	12,860.00	4,256.21
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0051	DENTAL INSURANCE-GARDIAN	992.45	802.60	189.85
951-8820-0061	VISION INSURANCE	101.66	82.40	19.26
951-8820-0071	LTD	191.81	155.12	36.69
951-8820-0081	LIFE INSURANCE	157.80	126.52	31.28
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0092	MEDICARE TAX	1,599.52	1,227.85	371.67
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	300.00	300.00	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	40.50	33.75	6.75
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	1,314.93	1,110.07	204.86
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	89.26	89.26	-
951-8820-2073	SUBCONTRACTED WORK	25,263.95	16,857.69	8,406.26
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	5,544.98	4,763.18	781.80
951-8820-3097	SAFETY EQUIPMENT	360.51	360.51	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	5,200.00	4,900.00	300.00
951-8820-4122	DUES AND MEMBERSHIPS	4,312.85	4,312.85	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	3,625.57	3,625.57	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	7,319.29	7,319.29	-
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	583.59	583.59	-
951-8820-9605	INTEREST EXPENSE	45.35	45.35	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	382,902.15	382,902.15	-
		719,394.34	660,555.73	58,838.61

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	9,571.15	9,571.15	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	4,128.92	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		13,700.07	13,700.07	-
953-8820-0016	DEFERRED COMPENSATION	45.86	37.65	8.21
953-8820-0031	PERS PENSION	966.87	859.12	107.75
953-8820-0032	PARS PENSION	212.43	137.38	75.05
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	433.90	348.83	85.07
953-8820-0051	DENTAL INSURANCE	23.96	19.32	4.64
953-8820-0061	VISION INSURANCE	3.10	2.56	0.54
953-8820-0071	LTD	6.30	5.08	1.22
953-8820-0081	LIFE INSURANCE	6.60	5.32	1.28

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-0092	MEDICARE TAX	43.17	28.13	15.04
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	547.25	(547.25)
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	909,310.83	394,104.58	515,206.25
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	356.01	18,485.65	(18,129.64)
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	77,578.60	21,427.27	56,151.33
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	14,400.00	-	14,400.00
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JANUARY 2020**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9218	SEWER LINE REPLACEMENTS	40,737.58	11,882.25	28,855.33
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
		1,044,125.21	447,890.39	596,234.82
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	58,218.00	58,218.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		58,218.00	58,218.00	-
			951-1009	58,838.61
			952-1009	-
			953-1009	596,234.82
			954-1009	-
JANUARY 2020 DRAWDOWN - CORRECT				655,073.43

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

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

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

Pay to Bank : **RABOBANK**
 1658 FREMONT BLVD., SEASIDE, CA 93955

Account No. 9782713643
 Routing No. 122238420
 Customer Name: CITY OF SEASIDE
 Amount : \$ **1,037,975.58**

AUTHORIZED SIGNATURES: 1 _____
 2 _____
 3 _____

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

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

AUDITOR		TREASURER	
Hilda Castro	_____	_____	_____
Deputy Auditor	Date	Deputy Treasurer	Date of Transfer

For Auditor-Controller Office use only

Period _____	JV Number _____
Budget Yr. _____	Date _____
	Total _____

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

Kimberly Drabner, Finance Director / Administrative Services (831) 899-6718; SCSD

Expenses for Part of December 2019 and January 2020.

Prepared By: Hilda Castro Date: _____
 Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer
Billy Thomas, Junior Engineer

DATE: March 17, 2020

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR FEBRUARY 2020.**

PURPOSE

Receive Seaside County Sanitation District Operations report for February 2020.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for February 2020.

FISCAL IMPACT

There is no fiscal impact associated with this item.

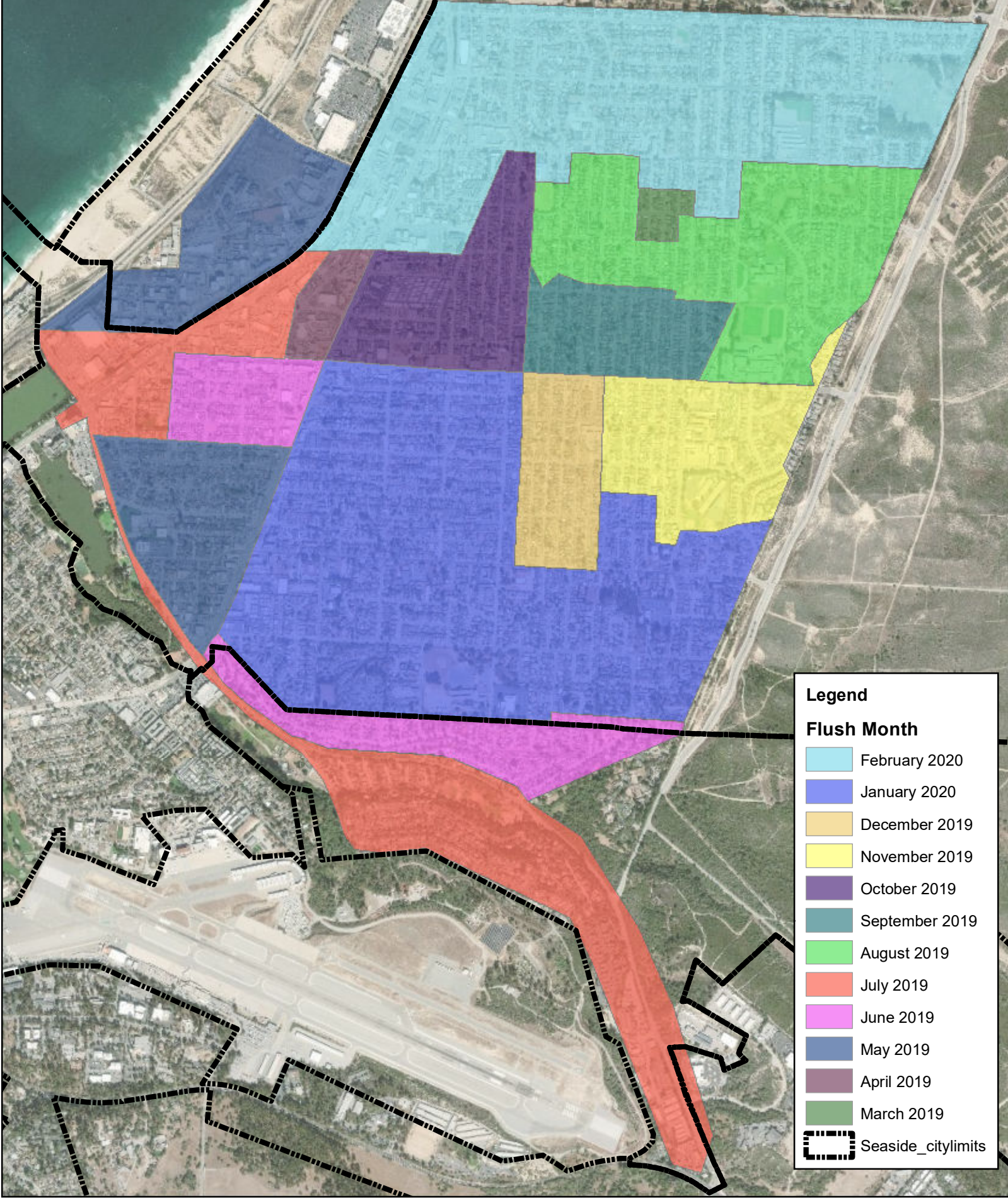
ATTACHMENTS

1. Flush Map_February_19-20
 2. Monthly Sanitation Report February_19-20
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

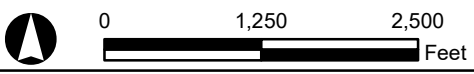


Legend

Flush Month

- February 2020
- January 2020
- December 2019
- November 2019
- October 2019
- September 2019
- August 2019
- July 2019
- June 2019
- May 2019
- April 2019
- March 2019

 Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Seaside County Sanitation District Operations Report

Fiscal Year 2019/2020 Month of February

	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
Main Line Jetted	0	20,252	0	567	59,195	263,286	59,195	284,105
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	1,680	190	2,319	1,787	31,972	2,239	35,971
Stoppages								
Main Line	0	0	0	0	0	6	0	6
Laterals	0	2	0	1	0	10	0	13

Sewer Repairs

Rosita Rd - B12 -10 to B12-? Replaced 4' of 6"VCP with 4' of 6"SDR

Sewers Video

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

None



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: March 17, 2020

SUBJECT: APPROVE A CONSTRUCTION CONTRACT WITH K.J. WOODS CONSTRUCTION, INCORPORATED FOR AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$3,338,000) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

PURPOSE

The purpose of this item is for the District's Board to consider approval of a Construction Contract Agreement with K.J. Woods Construction, Incorporated to provide all labor, material, equipment, and services necessary to complete the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving the Construction Contract Agreement with K.J. Woods Construction, Incorporated for an amount not to exceed Three Million Three Hundred Thirty-Eight Thousand Dollars (\$3,338,000) to provide all labor, material, equipment, and services necessary to construct the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Construction Contract Agreement.

BACKGROUND

The Del Monte Boulevard Sewer Main Replacement Project proposes to replace and re-route an existing sewer main in Fremont Boulevard (Near Term Project No. 5, Sewer Master Plan and Rate Study, 2011). The existing sewer main has potential for overflow due to insufficient capacity. Relocating the new sewer in Del Monte Boulevard allows for multiple existing sewer mains to be abandoned and consolidated, and limits

construction in Fremont Boulevard, which is costly due to the thickness of the existing asphalt concrete pavement and concrete in the roadway. The total length of the proposed 15-inch diameter sewer main is approximately 3,200 linear feet. The proposed sewer main is sized to accept future flows. In addition, the Project includes re-routing the Tioga Lift Station wastewater flows through a new gravity sewer main in Tioga Avenue and tie into the new sewer main on Del Monte Boulevard. This component will include the construction of nearly 900 linear feet of sewer main, and abandonment of the Tioga Lift Station.

A single, non-mandatory pre-bidding conference and site visit was conducted on February 5, 2020. On February 21, 2020, the District publicly received and opened bids for the Del Monte Boulevard Sewer Main Replacement Project. Three (3) bids were received from the following contractors: (1) Anderson Pacific Engineering Construction, Incorporated, (2) K.J. Woods Construction, Incorporated, and (3) Specialty Construction, Incorporated. The apparent low was from K.J. Woods Construction, Incorporated in the amount of three million three hundred thirty-eight thousand dollars (\$3,338,000).

The apparent second place bidder, Specialty Construction, Incorporated, with a bid in the amount of three million four hundred five thousand ninety-one dollars (\$3,405,091) formally protested the K.J. Woods Construction, Incorporated in a written letter dated February 27, 2020. Subsequently and on February 28, 2020, the District requested a formal response to the protest letter from K.J. Woods Construction, Incorporated. On March 6, 2020, the District received a response from K.J. Woods Construction, Incorporated responding to the protest, qualifying their Bid as the apparent low responsive and responsible bid, and requesting the District award the Construction Contract Agreement. On March 9, 2020, the District received a letter from representatives of Specialty Construction, Inc. rebutting the response from K.J. Woods Construction.

LEGAL ANALYSIS - BID PROTEST

The bid protest and response are set forth in detail in the letters submitted by legal counsel for the two bidders, and which are attached to this report. In summary, the second lowest bidder, Specialty Construction, Inc., ("Specialty") protested the bid submitted by the low bidder, K.J. Woods Construction Inc., ("Woods") on two grounds:

1. Woods failed to sign three bid forms in the bid package as required by the bid instructions; and
2. Woods failed to list subcontractors that would perform at least 0.5% of the work.

In response to the bid protest:

1. Woods contends that although it did not provide longhand signatures on all of the bid forms, its submission was sufficient to legally bind itself to the bid, and that any

irregularities are not material and may be waived by the Board; and
2. Woods asserts that it did not fail to list any subcontractors it intends to use for 0.5% or more of the work.

Regarding the first grounds for protest, Specialty is correct that Woods' bid did not comply with the bid instruction signature requirements. The bid instructions required the bidders to sign all of the forms, and to do so with "longhand" signatures. As a result, the Woods bid is not strictly compliant with the bid instructions, and may be rejected for that reason. The Board, however, has the discretion to waive irregularities in a submitted bid, as requested by Woods. Woods cites as precedent *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175, which held that the absence of a signature on a bid form that was signed elsewhere and was otherwise binding on the bidder was a waivable procedural defect. *Menefee* is applicable to the facts here and would support the Board exercising its discretion to waive the signature irregularities.

Regarding the second grounds for protest, Specialty is correct to note that Woods did not name all of the same subcontractors as it did, specifically for the manhole lining and striping work. Woods asserts that it did not need to name subcontractors for this work as it calculates the striping work to be less than 0.5% of the work (Woods provides a quote to this effect), and that Woods can and will perform the manhole lining work itself. As this protest raises technical issues, the District's engineer for the project was consulted and confirmed that Woods' assertions are not unreasonable. Absent a clear technical requirement for a subcontractor to perform over 0.5% of specified work, failure to name such a subcontractor is not grounds to reject a bid as non-responsive. Accordingly, this protest ground is without legal merit.

In conclusion, the Board has the following options:

1. Waive the signature irregularities and award the contract to Woods, the lowest bidder;
2. Do not waive the signature irregularities, find the Woods bid to be non-responsive, and award the bid to the next lowest bidder, Specialty; or
3. Reject all bids and direct staff to re-bid the project.

RECOMMENDATION

It is recommended the Board adopt the attached resolution approving a Construction Contract Agreement with K.J. Woods Construction, Incorporated and authorize the District Manager to execute the Construction Contract Agreement.

ENVIRONMENTAL COMPLIANCE:

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the Del Monte Boulevard Sewer Main Replacement is considered a "Project" under CEQA Statute

21065, because the Project is an activity, which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies. A combined Initial Study (IS) and Environmental Checklist was completed in March 2019 for the Del Monte Boulevard Sewer Replacement Project and Canyon Del Rey Boulevard Sewer Replacement Project. A Mitigated Negative Declaration (MND) was prepared consisting of the Initial Study, all comments received during the public review period, and a Mitigation Monitoring and Reporting Program. The District approved the IS/MND at its November 12, 2019 regularly scheduled meeting and a Notice of Determination filed on November 14, 2019.

FISCAL IMPACT

The proposed Construction Contract Agreement with K.J. Woods Construction, Incorporated is a not-to-exceed amount of Three Million Three Hundred Thirty-Eight Thousand Dollars (\$3,338,000). It is appropriate to establish a contingency equal to 10% of the Construction Contract Agreement in the amount of \$333,800.

The Fiscal Year 2019/2020 Budget for Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) is \$3,200,000. The Del Monte Sewer Replacement project has expended approximately \$78,500 in design costs during the current fiscal year. The project will require extensive construction management and specialized design support during construction from Harris & Associates and the Wallace Group respectively. The combined fiscal impact for the Construction Contract Agreement with K.J. Woods Construction, Incorporated, with a 10% contingency, the Construction Management and Inspection Services with Harris & Associates, the Engineering Support During Construction (ESDC) services with Wallace Group, results in a proposed revised budget of \$4,200,000.

As of June 30, 2019, there were available cash assets of \$8,178,000. District revenue is anticipated to be approximately \$2,380,000. The District has encumbered approximately \$2,080,000 for lift station upgrades and an additional \$1,700,000 for the Canyon Del Rey Sewer Replacement project. District operating and other expenses are anticipated to total approximately \$1,115,000, resulting in an approximate available cash balance of \$5,663,000.

Based upon the lowest bid and the available assets, it is recommended to amend the FY 2019/2020 budget for the Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) to \$4,200,000 and authorize the District manager to execute an Agreement with K.J. Woods Construction, Incorporated, for an amount not-to-exceed Three Million Three Hundred Thirty-Eight Thousand Dollars (\$3,338,000) and amendments up to Three Hundred Thirty-Three Thousand Eight Hundred Dollars (\$333,800).

ATTACHMENTS

1. Resolution No. 2020-XX (KJ Woods Construction) 2020-03-17Updated
 2. KJ_Woods_Contract
 3. Specialty Protest
 4. KJ Woods Response
 5. Specialty Rebuttal
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT APPROVING A CONSTRUCTION CONTRACT AGREEMENT WITH K.J. WOODS CONSTRUCTION, INCORPORATED FOR AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$3,338,000) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

WHEREAS, the fiscal year 2019/2020 adopted CIP budget allocated funds of \$3,200,000 for the Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214), hereinafter referred to as the “Project”; and

WHEREAS, on January 23, 2020, the District advertised the Project for a period of four (4) weeks; and

WHEREAS, on February 21, 2020, the District held a public bid opening for construction of the Project; and

WHEREAS, the District received three (3) bids in the amounts of \$3,523,229 (Anderson Pacific Engineering Construction, Incorporated), \$3,338,000 (K.J. Woods Construction, Incorporated), and \$3,405,091 (Specialty Construction, Incorporated); and

WHEREAS, the District recognizes the Bid from K.J. Woods Construction, Incorporated included irregularities relating to signatures, and the District hereby waives such irregularities; and

WHEREAS, the District has determined that the Bid is responsible, responsive, reasonable, and within the approved CIP Scope of Work and Budget for said Project(s);

WHEREAS, the District desires to retain K.J. Woods Construction, Incorporated and K.J. Woods Construction, Incorporated agrees to render all labor, material, equipment, and services necessary to complete the Del Monte Boulevard Sewer Main Replacement Project; and

WHEREAS, it is prudent to establish a construction contingency for this project of 10% equal to \$338,000; and

WHEREAS, the District has determined that the project budget, including construction management services and design support during construction is Four Million Two Hundred Thousand Dollars (\$4,200,000); and

WHEREAS, as of June 30, 2019, District maintained reserves of approximately \$8,178,000; and

WHEREAS, in accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 “CEQA Guidelines,” Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, a combined Initial Study (IS) and Environmental Checklist was completed in March 2019 for the Del Monte Boulevard Sewer Main Replacement Project and Canyon Del Rey CMP Sewer Main Replacement Project; and

WHEREAS, a Mitigated Negative Declaration (MND) was prepared consisting of the Initial Study, all comments received during the public review period, and a Mitigation Monitoring and Reporting Program; and

WHEREAS, the District approved the IS/MND at its November 12, 2019 regularly scheduled meeting and a Notice of Determination filed on November 14, 2019.

NOW THEREFORE, BE IT RESOLVED, that the District approves a budget amendment for the Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) to be funded from the District Reserves for a total fiscal year 2019/2020 budget of Four Million Two Hundred Thousand Dollars (\$4,200,000) and directs the District Finance Manager to make appropriate budget adjustments; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the Seaside County Sanitation District authorizes the District Manager to execute a construction contract agreement with K.J. Woods Construction, Incorporated for an amount not-to-exceed Three Million Three Hundred Thirty-Eight Thousand Dollars (\$3,338,000) and amendments up to Three Hundred Thirty Eight Thousand Dollars (\$338,000) to provide all labor, material, equipment, and services necessary to complete the Del Monte Boulevard Sewer Main Replacement Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 17th day of March 2020, by the following vote:

AYES: Board Members:
NOES: Board Members:
ABSENT: Board Members:
ABSTAIN: Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Lesley Milton-Rerig, District Clerk
Seaside County Sanitation District

DOCUMENT 00 52 00

AGREEMENT FORM

THIS CONTRACT AGREEMENT, made this _____ day of _____, 2020, by and between the SEASIDE COUNTY SANITATION DISTRICT hereinafter called "District" and KJ Woods Construction Incorporated, hereinafter called "Contractor".

WITNESSETH

WHEREAS, District has caused Volume I, Project Manual (Procurement and Contracting Requirements, Contracting Forms, Project Forms, and Conditions of the Contract (Vol. IA) and Specification Documents (Vol. IB), and Volume II (Drawings), and other Contract Documents to be prepared and issued to bidder for certain Work described as the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**, and

WHEREAS, Contractor has offered to perform the proposed Work in accordance with the terms of the Contract Documents, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, Contractor hereby agrees to complete the Work at the price and on the terms and conditions herein contained, and District hereby employs the Contractor and agrees to pay him the Contract Price provided herein for the full and complete performance of the Work, pursuant to the terms, conditions and covenants set forth in this Contract Agreement and other Contract Documents referenced below.

The Contract Documents incorporated into this Contract Agreement by this reference and made a part thereof are set forth in the following exhibit parts and include, in addition to this Contract Agreement, the following:

- a. The Contractor's Bid
- b. The Contractor's Bid Security
- c. Addendum No. 1 issued February 12, 2020
- d. Volume IA: Project Manual consisting of: Procurement and Contracting Requirements (Documents 00 11 16 through 00 73 00), issued January 17, 2020.
- e. Volume IB: Project Manual consisting of Specifications (Divisions 01 through 33), issued January 17, 2020.
- f. Volume II: Drawings issued December 2019

- g. The District's Notice of Award
- h. The District's Notice to Proceed
- i. The Bonds issued by Contractor's Surety
- j. All Modifications issued after the date of this Contract Agreement

IN WITNESS WHEREOF, this Contract Agreement has been executed in duplicate on the day and year first above written.

Seaside County Sanitation District
District

KJ Woods Construction Incorporated
Contractor

License No. 701797

By: _____
Signature

By: _____
Signature

Craig Malin, District Engineer
Name & Title

Name & Title

*Signature must be accompanied by notarized document citing the individual's relationship to the Party of the Contract and his or her power to sign on behalf of the Party.

END OF SECTION 00 52 00

DOCUMENT 00 41 00

BID FORM

Seaside County Sanitation District
District Engineer – Administrative Services
440 Harcourt Avenue
Seaside, CA 93955

To Whom It May Concern:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE** as specifically set forth in the Contract Documents:

Volume IA Procurement and Contracting Requirements

Volume 1B Specification Documents

Volume II Drawings

and undersigned further proposes and agrees that, if this Bid is accepted, undersigned will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work to accomplish **Substantial Completion** in strict conformity therewith within the time limit specified in Article III, Invitation to Bid, and that undersigned will accept as full payment therefor the fixed price set forth in the following Bid Schedule forming a part hereof.

A Cashiers check or Certified check or Bid Bond properly made payable to Seaside County Sanitation District, hereinafter designated as the District, for the sum of TEN PERCENT (10%) OF TOTAL BID AMOUNT Dollars (\$ 10%), which amount is not less than ten percent (10%) of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds and certificates if awarded the Contract. The undersigned acknowledges and agrees that if the undersigned fails to execute the Contract Agreement or fails to furnish the required bonds and certificates within the time provided in the Contract Documents, the proceeds of all Bid Security shall be forfeited to the District and any Bid Bond surety's liability to the District for forfeiture of the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents including all additions, deletions, modifications, appendices and addenda as prepared prior to the date of bid opening.
2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself as to the nature and location of the Work and has fully informed himself as

Bid Form

00 41 00 - 1

to all conditions and matters which can in any way affect the Work or the cost thereof;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and he further understands that the District will in no way be responsible for any errors or omissions in the preparation of this Bid;
4. The undersigned will execute the Contract Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after notice to him of acceptance of his Bid by the District. The undersigned agrees that this bid may not be withdrawn for a period specified in Article V.E of the Invitation to Bid, unless otherwise required by law. The undersigned Bidder further agrees that if he withdraws his Bid within said period of time, the undersigned shall be liable to the District under the Bid Security provisions of the Contract Documents, or the undersigned and his surety shall be liable under the Bid Bond, as the case may be. The attached Bid Bond or checks will be returned after the successful Bidder has executed the Contract Agreement and has furnished to the District all required additional bonds and proofs of insurance coverage.
5. The undersigned Bidder further agrees that if undersigned shall fail to complete the Work within the Contract Time and any authorized extension thereof, undersigned shall pay liquidated damages to the District in the amount stated in the Invitation to Bid for each calendar day of unauthorized delay in completion of the Work until the Work is completed.
6. The undersigned hereby certifies that this proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on the behalf of, any persons not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder, person, or entity to submit a sham Bid or to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for undersigned an advantage over any other Bidder.
7. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

“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 before commencing the performance of the work of this contract.”
8. In compliance with the provisions of Sections 4100 through 4107 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the

Bid Form

00 41 00 - 2

Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that if undersigned fails to specify a Subcontractor for any portion of the Work, undersigned shall be deemed to have agreed to perform such portion himself/herself and that undersigned shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed fifty percent (50%) of total contract price in accordance with the provisions of Instructions to Bidders.

9. Nondiscrimination in Employment. The undersigned hereby states that he HAS previously performed work subject to the provisions of the President's Executive Order No. 11246 relative to nondiscrimination in employment.

NOTE: Bidder shall insert "has" or "has not" as applicable in the above statement.

10. Receipt is hereby acknowledged of addenda number(s) 1 through 1;

11. The undersigned, as bidder, declares that our valid California Contractor's license number is 701797, Class A, B and that the representations made in this Bid are made under penalty of perjury.

NOW: In compliance with the Invitation to Bid and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of contract is made.

Individual Contractor Name: _____

Address: _____

Bid Form

00 41 00 - 3

Partnership

Name: _____

Business Address: _____

By: _____, Partner

Other Partners: _____

Corporation

Name: K.J. WOODS CONSTRUCTION INC.

Business Address: 1485 BAYSHORE BLVD #149

SAN FRANCISCO, CA 94124

By: _____ KIERAN WOODS, President

MARIE WOODS, Secretary

Organized under the laws of the State of CALIFORNIA

Date: 2/21/20

Contractor: K.J. WOODS CONSTRUCTION INC.

(Seal)

By: _____

KIERAN WOODS

Bid Form

00 41 00 - 4

BID SCHEDULE
For
DEL MONTE BOULEVARD SEWER LINE UPGRADE

Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
1	Mobilization/Demobilization	LS	1	\$92,881.00	\$92,881.00
2	Construction Survey	LS	1	\$25,000.00	\$25,000.00
3	Storm Water Pollution Control/SWPPP	LS	1	\$18,000.00	\$18,000.00
4	Sheeting, Shoring and Bracing	LS	1	\$100,000.00	\$100,000.00
5	Sanitary Sewer Bypassing	LS	1	\$38,000.00	\$38,000.00
6	Traffic Control	LS	1	\$110,000.00	\$110,000.00
7	15" Replace Existing Gravity Sewer- 15' Depth and Shallower	LF	1,002	\$500.00	\$501,000.00
8	15" New Gravity Sewer- 15' Depth and Shallower	LF	836	\$575.00	\$480,700.00
9	15" Replace Existing Gravity Sewer - 15' Depth and Deeper	LF	414	\$500.00	\$207,000.00
10	15" New Gravity Sewer - 15' Depth and Deeper	LF	996	\$800.00	\$796,800.00
11	12" Gravity Sewer	LF	42	\$600.00	\$25,200.00
12	10" Gravity Sewer	LS	1	\$6,100.00	\$6,100.00
13	Abandon Existing Gravity Sewer and MHs	LS	1	\$40,000.00	\$40,000.00
14	Extend Existing Sewer Laterals to New Gravity Sewer	EA	16	\$1,743.75	\$27,900.00
15	48" Gravity Sewer Manhole	EA	8	\$10,800.00	\$86,400.00
16	Remove Existing Sewer MH and Replace with New 48" Gravity Sewer MH	EA	11	\$11,300.00	\$124,300.00
17	48" Gravity Sewer Drop Manhole	EA	4	\$11,300.00	\$45,200.00
18	Sewer MH Flow Monitoring Device	EA	2	- \$30,000.00	- \$60,000.00
19	8" Gravity Sewer/Replace Existing - 15' Depth and Shallower	LF	646	\$410.00	\$264,860.00
20	8" Gravity Sewer/Replace Existing - 15' Depth and Deeper	LF	254	\$720.00	\$182,880.00
21	Abandon Tioga Lift Station Wetwell and Force Main	LS	1	\$30,000.00	\$30,000.00
22	Slurry Seal Tioga Avenue	SY	3,471	\$5.50	\$19,090.50
23	Slurry Seal Del Monte Boulevard	SY	10,307	\$5.50	\$56,688.50
TOTAL BASE BID					\$3,338,000.00
TOTAL BASE BID (in words) Three Million,Three Hundred and Thirty Eight Thousand Dollars.					

END BID SCHEDULE

Bid Form
00 41 00 - 5

LIST OF MATERIAL AND EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that the District may consider this bid incomplete unless the bidder names a manufacturer for each item of equipment or material in the following list. Not more than one (1) manufacturer shall be named for each item of equipment or material. The undersigned Bidder hereby agrees that, after submission of this Bid, he will not make any change in the following list of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment or material unless such change, award, or agreement is first approved in writing by the District according to the provisions of the Contract Documents pertaining to substitutions and equals. The manufacturers named below produce the listed items of equipment or material that comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying equipment or material of the manufacturer respectively named in the following list. If the District determines that any listed manufacturer does not produce equipment or material that complies with the Contract Documents, the Contractor will be required to furnish such equipment and/or material from a different approved manufacturer at no increase in cost to the District.

SCHEDULE OF MANUFACTURERS

Item Description	Manufacturer
Smart Cover - Remote Sensor	SmartFLOE
PVC Pipe	Vinyl Tech
Manhole Covers	Oldcastle

Bid Form

00 41 00 - 6

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information for each Subcontractor performing more than one-half of one percent (0.5%) of the Total Base Bid. Do not list alternative subcontractors for the same work.

[illegible]

Bid Form

00 41 00 - 7

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 701797

Name of Individual Contractor (Print or Type): _____

Signature of District: _____

Business Address and Telephone Number: _____

Name of Firm: _____

Business Address and Telephone Number: _____

Signature, title, and address of members signing on behalf of the partnership: _____

Name: _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Or

Name of Corporation K.J. WOODS CONSTRUCTION INC.

Business Address and Telephone Number 1485 BAYSHORE BLVD #149

SAN FRANCISCO, CA 94124

Corporation organized under the laws of the State of CALIFORNIA



Signature of President of Corporation



Signature of Secretary of Corporation

CONTRACTOR'S EXPERIENCE STATEMENTS

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his outline the number, size, types and final costs of all similar type projects constructed in the past three (3) years. The Bidder shall also provide the name and telephone number of the responsible individual for the project owner (agency or entity) for whom the work was performed. If the work was performed as a subcontractor, do not reference the general contractor. The Bidder shall also provide the name, work resume and qualifications for the individual who will be the job superintendent during the performance of this contract. The Bidder shall not reassign the designated superintendent without prior approval of the District. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

Lake County Sanitation District - Janet Coppinger (707) 2630119 - Anderson Springs Sewer Project

Install 31,905 LF of 2" Thru 6" HDPE Sanitary Sewer Force main by Open Cut, 997 LF of 2" thru 12" HDPE

by HDD, laterals, valves, ARVs. Year: 2019 - Amount: \$6,948,000

City of San Bruno - Jimmy Tan (650) 6167065 - Crystal Springs Rd Sewer Replacement Project.

Install 2,900 LF of 8" thru 24" Sanitary Sewer gravity main by Open Cut; laterals, manholes and asphalt paving. Year: 2019 - Amount: \$3,348,000.

City of Belmont - Bozhena Palatnik (650) 5957463 - 2017 Annual Water Main Replacement Project.

Install 3,720 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting and Open Cut, laterals and manholes; 2,868 LF of 12" DIP Water Mains, Services and Valves. Year: 2018 - Amount: \$2,243,000

Central Contra Costa Sanitary District - Mark Wenslawski (925) 9577619 - Martinez Sewer Renovations

Phase 5. Install 2,425 LF of 8" PVC Sanitary Sewer Mains by Open Cut, 6,734 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting.

Continued on Attached Page

Bid Form

00 41 00 - 9

Caltrans - Doug Inori (707) 9734329 - HWY 101 / Broadway Overpass - Install 4,500 LF 8" thru 36"

Sanitary Sewer Mains by Open Cut and Bore. Year 2017 - Amount \$5,698,000.

San Francisco Public Utilities Commission - Bessie Tam (415) 5541519 - North Shore to Channel Force

Main Improvement. - Install 3,200 LF of 42" HDPE Sanitary Sewer Force Main by Open Cut & Guided

Bore methods; Cast in place structures; Distribution & auxiliary water mains; Asphalt Concrete paving.

Year: 2017 - Amount: \$35,400,000

Central Contra Costa Sanitary District - Amanda Schmidt (925) 2297363 - Lafayette Sewer Renovation

Phase 11. - Install 24,446 LF of 8" PVC Sanitary Sewer Mains by Open Cut, 2,741 LF of 8" HDPE Sanitary

Sewer Mains by Pipe Bursting. Year: 2018 - Amount: \$3,155,295

Napa Sanitation District - Matt Lemmon (707) 2586004 - 2017 Collection System Rehab Project.

Install 15,210 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting, Manholes & Laterals.

Year: 2017 - Amount: \$4,728,000.

SEE ATTACHED PAGES FOR PROJECT SUPERINTENDENT RESUME

**K.J. WOODS CONSTRUCTION, INC.
GENERAL ENGINEERING CONTRACTOR**

Calif. Lic. No. 701797

1845 Bayshore Blvd., No. 149 • San Francisco, CA 94124 • Tel. (415) 759-0506 • Fax (415) 759-1348

PROJECT SUPERINTENDENT / FOREMAN SUPERVISOR: - Mr. HUGH HOGAN

YEARS WITH K.J. WOODS CONSTRUCTION:- Twelve (12) (All As Project Superintendent / Foreman)

EXPERIENCE:- Project Foreman / Superintendent for K.J. Woods Construction Inc on projects installing domestic water supply, recycled water supply, sanitary sewer, storm drain, & dry utilities by open cut excavation, trenchless pipebursting, bore & jack drilling and horizontal directional drilling methods

TRAINING:- Cal / OSHA Excavation Competent Person Training Per 29 CFR 1926.650 & Cal-OSHA Title 8, 1541
Cal / OSHA Confined Space Entry Training Per CFR1910.146 and Cal-OSHA Title 8, 5157, 5158
Cal / OSHA 30 Hour Training Cert (Construction Safety Orders)

Fluent in English

Hugh Hogan - PROJECTS COMPLETED WITH K.J. WOODS CONSTRUCTION INC (2007 to 2019)

OWNER	PROJECT	AMOUNT	DESCRIPTION OF WORK	YR
Lake County Sanitation District	Anderson Springs Sewer Project	\$6,948,000.00	Install 31,905 LF of 2" Thru 6" HDPE Sanitary Sewer Force main by Open Cut; 997 LF of 2" thru 12" HDPE by HDD, Laterals, Valves, ARVs	19
City of Pleasanton	2017 Annual Water Main Replacement Project	\$2,243,000.00	Install 3,200 LF 12" PVC Water Main, Valves & Services	18
City of Belmont	Sanitary Sewer & Water Main Rehabilitation Project	\$2,638,000.00	Install 3,720 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting & Open Cut, Laterals & Manholes ; 2,868 LF of 12"DIP Water Mains, Services & Valves	18
Oro Loma Sanitary District	Sewer Line Replacement Project 45.143.08	\$3,768,000.00		18

Central Contra Costa Sanitary District	Martinez Sewer Renovations Phase 5	\$3,018,000.00	Install 2,425 LF of 8" PVC Sanitary Sewer Mains by Open Cut, 6,374 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting, Laterals & Manholes	17
Town of Hillsborough	Walnut Ave & A1 Priority Storm Drain Project	\$688,167.00	Install 599 LF of 36" & 174 LF of 24" HDPE of Storm Drains by Open Cut, Catch Basins, Manholes & Structures.	17
Apple Computer	Apple Campus 2 Water & Main Project	\$1,839,395.00	Install 3,920 LF of 12" DIP Water Mains, 390 LF of 14" PVC Recycled Water Mains, Hydrants, Services & Valves	17
Central Contra Costa Sanitary District	Martinez Sewer Renovations Phase 4	\$2,328,000.00	Install 3,680 LF of 8" PVC Sanitary Sewer Mains by Open Cut, 7,280 LF of 8" HDPE Sanitary Sewer Mains by Pipe Bursting, Laterals & Manholes	16
City of San Jose	Cast Iron Sanitary Sewer Replacement Project	\$938,000.00	Install 5,660 LF of 6" & 8" Ceramic Lined DIP Sanitary Sewer Mains, Laterals & Manholes	16
City of Mill Valley	2015 Sewer Rehabilitation Project	\$922,500.00	Install 2,624 LF of 8" & 12" PVC / HDPE Sanitary Sewer Mains by Open Cut / Pipe Bursting, Laterals & Manholes; CIPP Lining	16
City of Burlingame	Sanchez Bypass & Neighborhood Sewer Project PH 3	\$2,466,000.00	Install 3,034 LF 8" Thru 18" PVC Sanitary Sewer Mains by Open Cut; 320 LF 8" HDPE by HDD, Manholes & Laterals	15
City of Sunnyvale	Waterline Replacement Project UW-12/03-13	\$988,000.00	Install 5,076 LF of 6" Thru 10" PVC Water mains by Open Cut, valves & Services	15
City of Mountain View	2011-12 Miscellaneous Water & Sewer Replacement Projects 13-21 & 13-22	\$2,388,000.00	Install 3,700 LF of 8" Sanitary Sewer, 4800 LF 8" PVC Water Main & 80 Services	15
City of Sunnyvale	Waterline Replacement Project UW-12/02-13	\$1,593,000.00	Install 14,800 LF of 6" Thru 12" PVC Water mains by Open Cut, valves & Services	14
City of Sunnyvale	Waterline Replacement Project UW-12/01-13	\$4,688,000.00	Install 8,200 LF of 6" Thru 10" PVC Water mains by Open Cut, valves & Services	14
City of Mountain View	2011-12 Miscellaneous Water & Sewer Replacement Projects 12-21 & 12-22	\$1,878,000.00	Install 4,687 LF of 8" PVC Water Main, 140 EA Water Services; Install 4,300 LF 8" Sanitary Sewer, Laterals & Manholes.	13
City of Santa Clara	Monroe St / Chromite Dr Sanitary Sewer Project Phase 2	\$4,688,000.00	Install 8,877 LF of 12" - 24" PVC Sanitary Sewer by Open Cut up to 17 FT Deep; 670 LF Double Barrel 8" & 12" HDPE Siphons by HDD, Manholes, Laterals and Dewatering	13
City of Sunnyvale	Water Main Replacement at Ferndale Area & California Ave	\$484,000.00	Install 3,050 LF of 6" PVC Water Main, Fittings and Services	11
City of San Bruno	Mastick Ave Utility	\$1,848,000.0	Install 3,200 LF 12" Water Main & services &	11

CONTRACTOR'S EQUIPMENT AVAILABLE
FOR USE ON WORK UNDER THIS CONTRACT

The following outline is a list of principal equipment that the undersigned Bidder owns and has available for use on construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**

Excavator - Kobelco SK135 SR

- Kobelco 135 SR

Skidsteer Loaders - Caterpillar 259 D

- Mustang 2600 R

Backhoe - Case 580

- Caterpillar 420 D

Sweeper - Lay-Mor 6HC

Rollers - Caterpillar CB224E

Rubber Tire Loaders - Kawasaki 70 ZV

Excavator - Hitachi 330

END OF SECTION 00 41 00

Bid Form
00 41 00 - 10

DOCUMENT 00 45 19

NON-COLLUSION AFFIDAVIT

State of California

County of SAN FRANCISCO

KIERAN J. WOODS, being first duly sworn, deposes and say that he or she is of K.J. WOODS CONSTRUCTION INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed persons, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the 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; 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 the 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 the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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.

Signature

KIERAN WOODS

Name of Bidder

PRESIDENT

Title

2/20/19

Date

Non-Collusion Affidavit

00 45 19 - 1

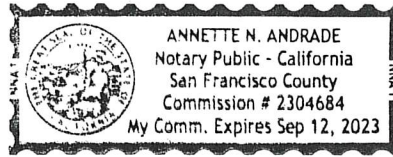
Subscribed and sworn to before me this

20th day of February, 20 20

Signature of Notary Public in and for

The County of San Francisco

State of California



END OF SECTION 00 45 19

Non-Collusion Affidavit

00 45 19 - 2

DOCUMENT 00 45 26

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

Date: 2/21/20

K.J. WOODS CONSTRUCTION INC.
Contractor

By: _____

Signature

PRESIDENT

Title

Attest:

By: _____

Signature

Title

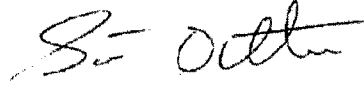
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**ADDENDUM NO. 1
FOR
Del Monte Boulevard Sewer Upgrade
Seaside County Sanitation District**

DATE: February 12, 2020

FROM: Seaside County Sanitation District
Scott Ottmar, Interim District Engineer
440 Harcourt Avenue
Seaside, CA 93955



TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Procurement Documents dated January 17, 2020, as noted herein. Each bidder shall acknowledge receipt of this Addendum by completing the acknowledgment at the end of this Addendum, and by confirming receipt of this addendum on the contract Bid Form. Failure to do so may subject Bidder to disqualification.

The following changes or clarifications have been made to the Bid Documents:

CHANGES TO PRIOR ADDENDA:

1. Not applicable.

CHANGES TO PROCUREMENT REQUIREMENTS:

2. Section 00 11 16, Article II. Add the following paragraph "A geotechnical report is available to Bidders upon request. Contact the Owner's Representative to request this information. Also refer to Technical Specification Section 01 11 00, Summary of Work, Paragraph 1.13 referencing this report."

CHANGES TO CONTRACTING REQUIREMENTS:

3. None.

CHANGES TO SPECIFICATIONS:

4. Section 01 11 00, Summary of Work.
 - a. Add the following to Paragraph 1.7.B: "Owner has provided existing sewer flow information, attached to this Addendum No. 1. Contractor shall be fully responsible for providing adequate sewer bypassing facilities to address anticipated flows and ensure no sewage spills, irrespective of available existing information provided by the District."
 - b. Para. 1.9.A., add the following: "Unless otherwise specified, all encroachment permits issued for this Project will be no-fee permits."
 - c. Para. 1.9.A, first sentence, delete the words "paying associated fees, bonds and charges associated with such permits," and replace with "paying associated bonds and other charges associated with such permits,".
 - d. Para. 1.9.A.2, add the following: "There are no known insurance or flagger requirements for Work within this inactive railroad right-of-way."
5. Section 01 20 00, Price & Payment Procedures. Replace Section 01 20 00 entirely with the attached Section 01 20 00, Price & Payment Procedures.

6. Section 01 55 26, Traffic Control, modify as follows:
 - a. Para. 3.01.C, replace sentence with the following: "Full road closures shall not be allowed on Del Monte Boulevard at any time. Temporary Road Closure for Tioga Avenue will be allowed as follows:
 - i. Partial road closure is permitted on Tioga Avenue at Metz Road and west thereof and on Tioga Avenue between Metz Road and California Road (but not including the California road intersection) is permitted on Work Days during Normal Working Hours provided that 14-feet of Tioga Avenue immediately adjacent to the northern curb remain open to delivery vehicles for Costco. Contractor shall coordinate delivery truck access to Costco from Metz Road and Tioga Avenue as may be required.
 - ii. Road closure on Tioga Avenue at California Avenue intersection is permitted on Work Days during Normal Working Hours provided that the closure does not extend for more than five (5) consecutive days.
 - iii. Partial road closure on Tioga Avenue east of California Avenue is permitted on Work Days during Normal Working Hours provided that 14-feet of Tioga Avenue immediately adjacent to the northern curb remain open to vehicular traffic for Storelli Brothers.
 - iv. All roads shall be fully re-opened to traffic during non-working hours specified in Section 01 11 00 Summary of Work, Paragraph 1.8."
7. Section 31 23 19 – Dewatering. Replace this section entirely with the attached Section 31 23 19 – Dewatering.
8. Section 33 31 00, Sanitary Utility Sewerage Piping, delete Paragraph 3.01.C and 3.01.D in their entirety, and replace with the following Paragraph 3.01.C: "New gravity sewer lines and appurtenances shall be video inspected and tested as required by the SCSD Sewer System Management Element 5 – Plan Design & Performance Provisions, Section 5.3.1, "Inspection of Sewer Mains with Video Equipment," and 5.3.2, "Acceptance Testing of Sewer Mains and Appurtenances," respectively.". The SCSD SSMP is available for download at: <https://www.ci.seaside.ca.us/372/Sewer-System-Management-Plan>."
9. Section 33 39 13, Sanitary Utility Sewerage Manholes, Frames and Covers. Delete Paragraph 3.1.J in its entirety and replace with the following Paragraph 3.01.J: "Negative pressure test sewer manholes prior to interior lining, per Section 33 31 00, Paragraph 3.01.C."

CHANGES TO DRAWINGS:

10. Drawing No. C-4.8, Change Reference Note #110 to read as follows:

"PIPELINE CROSSING SHALL NOT REQUIRE A CASING TO INSTALL PIPE BENEATH TAMC RIGHT-OF-WAY. PROTECT OR RESTORE EXISTING RAILROAD TRACKS IN ACCORDANCE WITH AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) *MANUAL OF RAILWAY ENGINEERING*, LATEST EDITION."

OTHER

11. Engineer's estimate for the Project is \$3,000,000.

Please acknowledge receipt of this Addendum No. 1 by signing where indicated below. **Please email a signed PDF copy of this addendum to Jason Caprio, Harris & Associates, at Jason.caprio@weareharris.com**

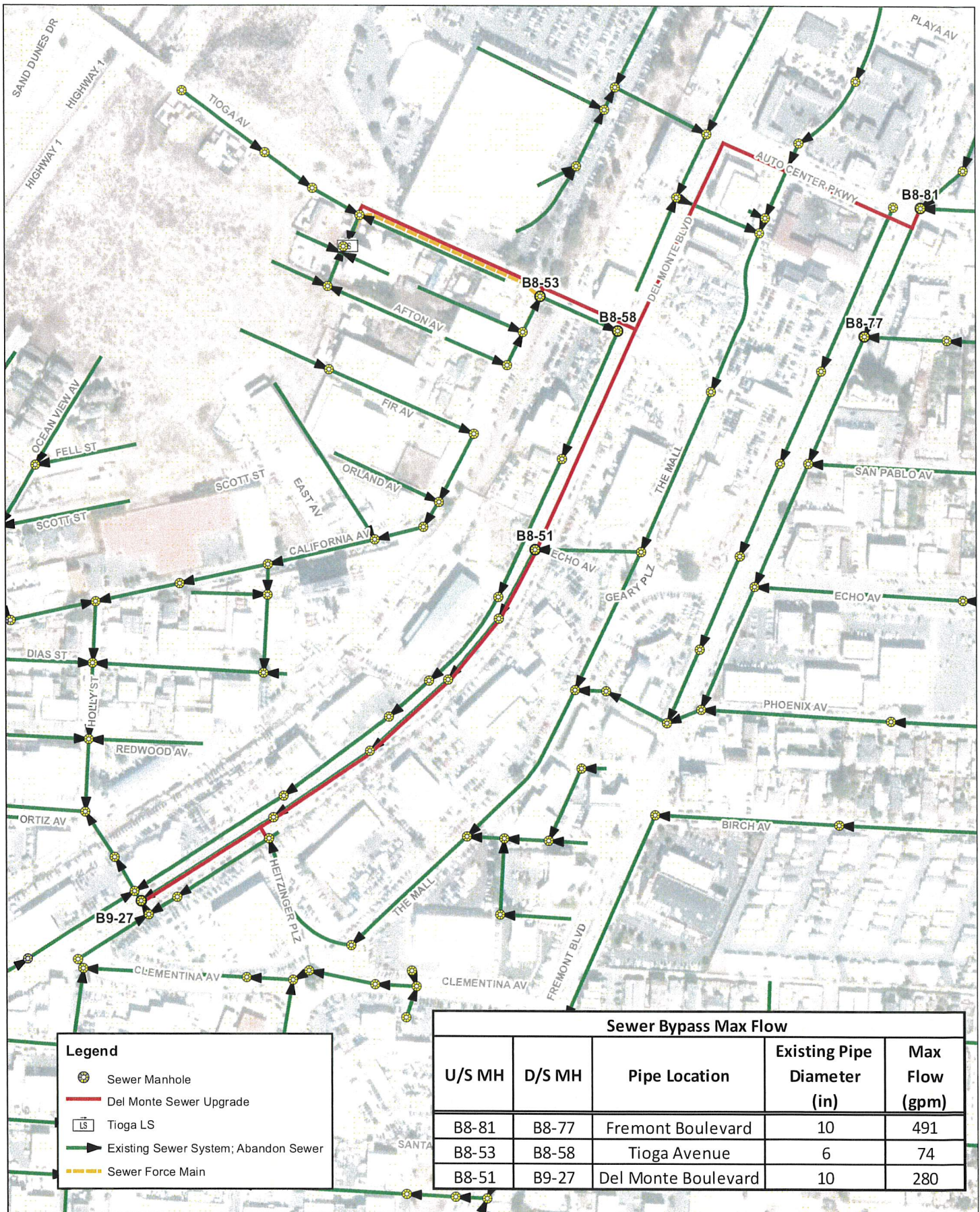

K.J. WOODS CONSTRUCTION INC.

Company Name

2/12/20

Date

END OF ADDENDUM



SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

- 1.01 This Section describes the methods of measurement and payment for the specific bid items. All other provisions of the Contract Documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL

- A. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- B. Payment for all bid items shall include full compensation for all equipment, materials, labor, tools, trucking, and all other incidental work necessary to construct complete and operational systems which conform to the Contract Documents.

3.02 MEASUREMENT AND PAYMENT FOR BID ITEMS

- A. All lengths shall be measured in a horizontal plane (plan view dimensions), unless otherwise specified. All areas measured shall be based on the specified measurement definition included in each bid item description.
- B. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- C. Basis for the submitted bid shall be on the quantities shown for the items on the Bid Sheet.
- D. Unit definitions of Measurement and Payment
 - 1. "Lump Sum", or "LS", shall mean a single Lump Sum Payment for the identified bid item. Partial payments may be made, based on the Engineer's estimate of the percent completion of the specified item. Provide schedule of values for lump sum bid items with pay designation of "SV" on the bid schedule. Refer to Section 01 30 00, Administrative Requirements, Para. 1.04 for submittal requirements for Schedule of Values.

2. "Each" shall mean the actual number of identified bid items provided. Payment for the identified bid item will be based on providing each item, complete and in place in accordance with the contract documents.
3. Measurable units of quantity expressed in "Linear Feet" or "LF"; "Cubic Yard or CY"; "Ton"; "SF" or "SY" shall mean the number of indicated measurable quantities of the bid item. Payment for the identified bid item will be based on actual and measured quantities of the bid item installed.
4. For quantity changes for unit price work, refer to the General Conditions, Article 16.5.

E. Final Pay Quantities.

1. Bid items that are designated a Final Pay Quantity bid item by having the notation (F) or (S-F) shown on the bid sheet or by designation in this Section 01 20 00, Measurement and Payment.
2. The quantity shown on the bid sheet for a Final Pay Quantity shall be the final pay quantity used for the purpose of payments, unless the dimensions of any portion of the item are modified by the Engineer, or the item or any portion of the item is eliminated.
3. If the dimensions of any portion of a Final Pay Quantity bid item are changed, and the changes result in an increase or decrease in the quantity of the item, the final pay quantity will be revised by the change in quantity.
4. If a portion of a Final Pay Quantity item, or the item is eliminated, the final pay quantity will be adjusted by the quantity eliminated.
5. The estimated quantity shown on the bid sheet for a Final Pay Quantity bid item shall be considered as an estimate only and no guarantee is made that a quantity computed based on the details and the plans, will equal the estimated quantity shown on the bid sheet. No allowance is made in the event that a computed quantity does not equal the estimate quantity.
6. In the case of a discrepancy between a quantity shown on the plans, and an estimated quantity shown on the bid sheet for a Final Pay Quantity item, payment will be based on the quantity shown on the bid sheet.

BASE BID

Bid Item No. 1 – Mobilization/Demobilization

- A. Units: Lump Sum
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for mobilization/demobilization.
 1. Partial payments based on Engineer's determination. No more than 50% of payment for mobilization/demobilization work will be made at beginning of Project, and no more than 95% of payment made until substantial completion is reached, and all the listed items have been completed to the satisfaction of the District.

- D. Scope of bid item: Mobilization/demobilization includes, but is not limited to the following:
1. Mobilization/demobilization at the Project site.
 2. Obtaining all required bonds, insurance, and permits.
 3. Posting all Cal-OSHA required notices and establishment of safety programs and injury and illness prevention plan (IIPP).
 4. Moving onto the site of all Contractors' plant and equipment required for project operations.
 5. Arranging for and erection of Contractor's work areas and storage yards.
 6. Coordination with utility companies during construction activities adjacent to utility agency facilities.
 7. Providing and installing temporary communication facilities.
 8. Potholing existing utilities to verify locations of subsurface utilities and tie-in points.
 9. Public notifications to public during construction, including customer notifications of service disruption.
 10. Providing and installing construction water and on-site sanitary facilities.
 11. Designation of the Contractor's superintendent who will be present at the job site full time.
 12. Documenting construction progress, including pre- and post-construction photographs, and progress photographs.
 13. Preparing and submitting field record drawings.
 14. Removing equipment, personnel, temporary facilities, and other construction resources at job completion.
 15. Site cleanup.
 16. All other incidental work as specified in Division 01 of the Specifications, and as necessary to complete mobilization/demobilization in accordance with the Contract Documents.

Bid Item No. 2 - Construction Survey

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for construction survey.
- D. Scope of bid item: Construction survey includes, but is not limited to the following:
1. All survey Work related to sanitary sewer works as described in Section 02 21 00, Surveys and the Drawings.
 2. Replacement of property corner markers, including proper recordation.
 3. Pothole surveys and pothole reports.

4. All other incidental work necessary to complete construction survey in accordance with the Contract Documents.

Bid Item No. 3 – Storm Water Pollution Control/SWPPP

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for storm water pollution control/SWPPP.
- D. Scope of bid item: storm water pollution control/SWPPP includes, but is not limited to the following:
 1. Proper management of storm water in accordance with local and State requirements.
 2. Compliance with all SWPPP requirements including QSP inspections during construction. Complying with all reporting, monitoring, inspection and permitting requirements for protection of water quality.
 3. All other incidental work necessary to complete storm water pollution control/SWPPP in accordance with the Contract Documents.

Bid Item No. 4 - Sheet piling, Shoring and Bracing

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for sheet piling, shoring and bracing.
- D. Scope of bid item: Work for sheet piling, shoring and bracing includes, but is not limited to the following:
 1. Required fees, permits, plans, and submittals, prepared by California registered civil or structural engineer.
 2. Compliance with all requirements for Cal-OSHA construction safety in the excavation of trenches and pits, and in Section 31 23 33, Trenching and Backfilling.
 3. Trench excavation plans if required.
 4. Providing adequate sheet piling, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to the applicable construction safety orders.
 5. All other incidental work necessary to complete sheet piling, shoring and bracing in accordance with the Contract Documents.

Bid Item No. 5 - Sanitary Sewer Bypassing

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.

- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for sanitary sewer bypassing.
- D. Scope of bid item: Work for sanitary sewer bypassing includes, but is not limited to the following:
 - 1. Required plans and submittals.
 - 2. All labor, equipment and materials to perform sewer bypassing, including pumps, generators, monitoring, alarms, and notifications.
 - 3. Logging and reporting as required to document safe and complete sewer bypassing with no sewage spills.
 - 4. All other incidental work necessary to complete sanitary sewer bypassing in accordance with the Contract Documents.

Bid Item No. 6 – Traffic Control

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for traffic control.
- D. Scope of bid item: traffic control includes, but is not limited to the following:
 - 1. Preparation of approved traffic control plans.
 - 2. Managing and notifying public and safety personnel (fire, police), utility services (US mail, garbage, etc.) of road closures, parking restrictions and other traffic related matters.
 - 3. Providing traffic control including flagmen, warning signs, cones, warning devices and other such labor, materials and equipment to provide traffic control for the Work.
 - 4. All other incidental work necessary to complete traffic control in accordance with the Contract Documents.

Bid Item Nos. 7, 9, 15" Replace Existing Gravity Sewer – (15' Depth and Shallower; 15' Depth and Deeper)

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 15" Replace Existing Gravity Sewer includes, but is not limited to the following:

1. Temporary work necessary to maintain operation of the existing sanitary sewer system during construction, other than sewer bypass work required as part of Bid Item 5.
2. New 15" PVC SDR 26 gravity sewer to replace existing 12" VCP sewer; or new 15" HDPE sewer pipe installed by pipe bursting.
3. New sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding re-connection of existing sewer laterals.
4. Removal of existing sewer as required for construction of new sewer, or installation by pipe bursting.
5. Restoration of traffic loops damaged during construction (no splicing allowed).
6. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration, but excluding slurry sealing where shown on the drawings.
7. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.
8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
9. Control of surface waters, verification of adjacent utilities.
10. Mandrel, air testing and video inspection per Section 33 31 00.
11. All other incidental work necessary to complete 15" Replace Existing Gravity Sewer in accordance with the Contract Documents.

Bid Item Nos. 8, 10 – 15" New Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 15" New Gravity Sewer includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer system during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 15" PVC SDR 26 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding re-connection of existing sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration, but excluding slurry sealing where shown on the drawings.
 5. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.

6. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
7. Control of surface waters, verification of adjacent utilities.
8. Mandrel, air testing and video inspection per Section 33 31 00.
9. All other incidental work necessary to complete 15" new gravity sewer in accordance with the Contract Documents.

Bid Item No. 11- 12" Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 12" gravity sewer includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 12" PVC SDR 26 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration but excluding slurry sealing where shown on the drawings.
 5. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.
 6. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 7. Control of surface waters, verification of adjacent utilities.
 8. Mandrel, air testing and video inspection per Section 33 31 00.
 9. All other incidental work necessary to complete 12" gravity sewer in accordance with the Contract Documents.

Bid Item No. 12- 10" Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.

- D. Scope of bid item: 10" gravity sewer includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 10" PVC SDR 26 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration and striping restoration in kind (do not replace pavement markers).
 5. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 6. Control of surface waters, verification of adjacent utilities.
 7. Mandrel, air testing and video inspection per Section 33 31 00.
 8. All other incidental work necessary to complete 10" gravity sewer in accordance with the Contract Documents.

Bid Item No. 13 - Abandon Existing Gravity Sewer and MHs

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for abandon existing gravity sewer and MHs.
- D. Scope of bid item: abandon existing gravity sewer and MHs includes, but is not limited to the following:
1. Video inspection of existing sewer has no "live" connections, and such abandonment may proceed, upon approval from District staff.
 2. Flushing clean existing sewer and properly managing such liquids generated from flushing.
 3. Filling abandoned sewer main with slurry per Section 02 42 00, removing and disposal of sewer pipe as required.
 4. Abandoning sewer MH by cracking base, filling cavity with sand backfill, removing upper 12" of grade rings, rim/cover, backfilling to finished grade/finished surface.
 5. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, but excluding slurry sealing where shown on the drawings.
 6. Restoration of road surface, hardscape and landscape improvements.
 7. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 8. Control of surface waters, verification of adjacent utilities.

9. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
10. All other incidental work necessary to complete abandon existing gravity sewer and MHs in accordance with the Contract Documents.

Bid Item No. 14 - Extend Existing Sewer Laterals to New Gravity Sewer

- A. Units: Each (EA)
- B. Measurement: The number of actually completed lateral extensions to new gravity sewer.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, extend existing sewer laterals to new gravity sewer in accordance with the contract documents.
- D. Scope of bid item: extend existing sewer laterals to new gravity sewer includes, but is not limited to the following:
 1. Customer notifications of service disruption.
 2. Lateral extensions, couplings, new sewer lateral material.
 3. Installing lateral extensions with minimum 1/4-inch per foot slope/drop.
 4. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement.
 5. Restoration of road surface, hardscape and landscape improvements.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Leakage testing, CCTV of sewer laterals.
 10. All other incidental work necessary to complete extend existing sewer laterals to new gravity sewer in accordance with the Contract Documents.

Bid Item No. 15 - 48" Gravity Sewer Manhole

- A. Units: Each (EA)
- B. Measurement: The number of actually completed 48" diameter gravity sewer manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, 48" gravity sewer manhole in accordance with the contract documents.

- D. Scope of bid item: 48" gravity sewer manhole includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. New gravity sewer manhole, including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 3. Lining manhole per Section 09 97 23.
 4. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 5. Restoration of road surface.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Forming new manhole base to details shown in the contract documents.
 10. Negative pressure testing.
 11. All other incidental work necessary to complete 48" gravity sewer manhole in accordance with the Contract Documents.

Bid Item No. 16 – Remove Existing Sewer MH and Replace With New 48" Gravity Sewer MH

- A. Units: Each (EA)
- B. Measurement: The number of actually completed removal of existing and replacement with new 48" diameter gravity sewer manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, Remove existing sewer MH and replace with new 48" gravity sewer MH in accordance with the contract documents.
- D. Scope of bid item: Remove existing sewer MH and replace with new 48" gravity sewer MH includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. Complete removal of existing sewer manhole.
 3. New gravity sewer manhole, including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 4. Lining manhole per Section 09 97 23.
 5. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 6. Restoration of road surface.

7. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
8. Control of surface waters, verification of adjacent utilities.
9. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
10. Forming new manhole base to details shown in the contract documents.
11. Negative pressure testing.
12. All other incidental work necessary to complete Remove existing sewer MH and replace with new 48" gravity sewer MH 48" gravity sewer manhole in accordance with the Contract Documents.

Bid Item No. 17 - 48" Gravity Sewer Drop Manhole

- A. Units: Each (EA)
- B. Measurement: The number of actually completed 48" diameter gravity sewer drop manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, 48" gravity sewer drop manhole in accordance with the contract documents.
- D. Scope of bid item: 48" gravity sewer drop manhole includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. New gravity sewer drop manhole, drop piping, and including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 3. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 4. Lining manhole per Section 09 97 23.
 5. Restoration of road surface.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Forming new manhole base to details shown in the contract documents.
 10. Negative pressure testing.
 11. All other incidental work necessary to complete 48" gravity sewer drop manhole in accordance with the Contract Documents.

Bid Item No. 18 – Sewer MH Flow Monitoring Device

- A. Units: Each (EA)
- B. Measurement: The number of actually completed monitoring devices in new sewer MHs.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, sewer MH flow monitoring device in accordance with the contract documents.
- D. Scope of bid item: sewer MH flow monitoring device includes, but is not limited to the following:
 - 1. Specified flow monitoring device, complete and installed per manufacturer's recommendations, in the sewer MHs indicated on the drawings.
 - 2. All other incidental work necessary to complete sewer MH flow monitoring device in accordance with the Contract Documents.

Bid Item Nos. 19, 20- 8" Gravity Sewer/Replace Existing – 15' Depth and Shallower; 15' Depth and Deeper

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 8" gravity sewer/replace existing includes, but is not limited to the following:
 - 1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 - 2. New 8" PVC SDR 26 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 - 3. Protection of existing railroad tracks in place, no trenching allowed across tracks.
 - 4. Removal of existing gravity sewer as required for construction of new sanitary sewer.
 - 5. Restoration of traffic loops damaged during construction (no splicing allowed).
 - 6. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration including cross gutter replacement where required, but excluding slurry seal where shown on the drawings.
 - 7. Restoration of striping in kind (do not re-install pavement markers) in areas not receiving new slurry seal.

8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
9. Control of surface waters, verification of adjacent utilities.
10. Mandrel, air testing and video inspection per Section 33 31 00.
11. All other incidental work necessary to complete 8" gravity sewer/replace existing in accordance with the Contract Documents.

Bid Item No. 21 - Abandon Tioga Lift Station Wetwell and Force Main

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for abandon Tioga lift station and force main.
- D. Scope of bid item: Abandon Tioga lift station and force main includes, but is not limited to the following:
 1. Plug incoming gravity sewer to wetwell, after ensuring there are no longer sewage flows to the lift station.
 2. Wash down wetwell interior, evacuate contents and dispose of sewage properly.
 3. Run pumps with clean water sufficiently to fill remaining sewage force main with clean water. Drain force main, plug force main at both ends. The force main plug at the wetwell shall be at the interior face of the wetwell wall (cut and remove portion of force main pipe required to install plug).
 4. Crack bottom of wetwell such that it cannot hold water/fluids.
 5. Disconnect power to pumps, pump controllers and control panel, salvage pumps, pump controllers and control panel to District.
 6. All other incidental work necessary to complete abandon Tioga lift station and wetwell in accordance with the Contract Documents.

Bid Item 22 - Slurry Seal Tioga Avenue

- A. Units: Square Yard (SQYD).
- B. Measurement: The actual square yard of coverage of Type II slurry seal.
- C. No payment will be made for slurry seal placed outside of the dimensions, tolerances, and areas specified unless ordered by the Engineer.
- D. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the slurry seal Tioga Avenue in accordance with the contract documents.
- E. Scope of bid item: slurry seal Tioga Avenue includes, but is not limited to the following:
 1. Providing the number of coats required per plans and specifications.
 2. Restoration of surface striping in kind (do not restore pavement markers).

3. All other incidental work necessary to complete slurry seal Tioga Avenue accordance with the Contract Documents.

Bid Item 23 - Slurry Seal Del Monte Boulevard

- A. Units: Square Yard (SQYD).
- B. Measurement: The actual square yard of coverage of Type II slurry seal.
- C. No payment will be made for slurry seal placed outside of the dimensions, tolerances, and areas specified unless ordered by the Engineer.
- D. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the slurry seal Del Monte Boulevard in accordance with the contract documents.
- E. Scope of bid item: slurry seal includes, but is not limited to the following:
 1. Providing the number of coats required per plans and specifications.
 2. Restoration of surface striping in kind (do not replace pavement markers).
 3. All other incidental work necessary to complete slurry seal Tioga Boulevard accordance with the Contract Documents.

TESTING

- A. The District will perform or will contract for the performance of the following tests. The District will pay for the costs of the initial tests. Should test results show that any work, construction, materials, or methods is unacceptable, the Contractor shall pay for all costs associated with any necessary retesting before or after corrective measures have been made. Such costs will be deducted from payments due to the Contractor.
 1. Compaction Test and R-Values- Testing for soil compaction and R-Values will be provided by a Soils Engineer under separate contract with the District.
- B. The Contractor shall furnish and pay for all labor, materials, tools, and supplies required to make the following performance tests in the presence of the Engineer:
 1. Video logging for sanitary sewer mains and laterals.
 2. Air and deflection testing for sanitary sewer mains.
 3. Sewer manhole leakage testing.
 4. Other Test Required by the Contract Documents

All tests must be passed, and any test reports requested by the District shall be provided to the District prior to acceptance of the work.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.01 DESCRIPTION

Provide dewatering for trench and structure excavations, if required, in accordance with the Contract Documents. Secure all necessary permits for such Work. The Work also includes managing the collected groundwater for discharge into the Seaside CSD wastewater collection system, which eventually flows to the Monterey 1 Water Recycling Facility.

Dewatering, if required, is not included as part of the Work specified in the Contract Documents, and will be paid for as change order Work in accordance with the General Conditions.

1.02 QUALITY ASSURANCE

- A. Dewatering operations are the sole responsibility of the Contractor to ensure protection of property, life safety, and proper installation of Work.
- B. Material Standards. Furnish lumber for shores, wales, and sheeting of grading required by the American Lumber Standards for the particular application.
- C. Control rate of dewatering in such a manner to minimize potential for settlement, and avoid objectionable levels of subsidence.
- D. Design dewatering facilities with filters such that removal of sands and fine grained materials is kept to a minimum during the soil dewatering process.
- E. Settlement monitoring surveys where required, shall be conducted by a licensed California Land Surveyor.
- F. Provide all required water quality testing, and obtain approval for discharge to the sanitary sewer from District, prior to the discharge. Accurately measure quantity and rate of discharge of groundwater released to sanitary sewer. Include a minimum of one sample per Project Area.
- G. Provide adequate size Baker Tank or equivalent storage vessel, to store collected groundwater prior to approval to discharge to sanitary sewer. Control discharge rate to the maximum flow rates summarized in the following table. Some of the sewer manholes referenced in this table are shown on the drawings. For sewer manholes not shown on the drawings, request sewer MH locations from the District.

Reach	Reach Diameter (in)	Most Upstream Manhole	Maximum Additional Flow Allowed (gpm)
B8-65 to B8-51 (through the Mall)	10	B8-65	350
B8-51 to B9-27	10	B8-51	400
B8-58 to B9-26	6	B8-58	210

1.03 SUBMITTALS

- A. Submit Dewatering Plan, prepared by qualified professional, including description of materials, equipment and personnel required to employ dewatering, and describe wells, well points, sump pumps, drain rock or gravel placement, and other equipment and means of accomplishing the Work. Include details of standby pumping equipment, standby generators, standby personnel or automated monitoring alarm systems, to be provided. The Dewatering Plan shall describe in detail, any treatment train proposed to meet water quality objectives and compliance with water quality objectives. Once approved, Dewatering Plan shall be incorporated with the Detailed Erosion Control Plan outlined in Section 01 57 23.
- B. Settlement Monitoring and Contingency Plan. If required, submit for approval by the Engineer, proposed settlement monitoring and contingency Plan showing location of settlement monitoring points, reference benchmarks, survey procedures and frequency of monitoring. Plan shall include contingency measures to demonstrate Contractor's preparedness in responding to and mitigating the effects of excessive settlement.
- C. Water Quality Analyses. A minimum of 5 working days prior to planned release of groundwater to the sanitary sewer, provide the District with laboratory results from a representative sample of groundwater from each Project Area, including the chain of custody documentation/form. Such results shall be from a State certified laboratory, for the following:
 1. Metals analysis, including arsenic, cadmium, copper, lead, mercury, nickel, silver, total chromium, zinc.
 2. Cyanide
 3. pH
 4. Phenolic Compounds
 5. Total toxic organic (TTO) compounds

1.04 JOB CONDITIONS

- A. Federal, state and local requirements for safety of job personnel and public apply to work under this Section.
- B. Geotechnical investigations have been performed for these Project sites, refer to Section 01 11 00, Summary of Work.

1.05 PERMIT REQUIREMENTS

- A. Discharge collected groundwater to the Seaside CSD sanitary sewer, subject to the requirements contained herein.
- B. Comply with all restrictions, prohibitions and other applicable requirements set forth in Ordinance No. 2008-01, Ordinance Establishing Regulations for the Interception, Treatment and Disposal of Sewage and Wastewater, attached hereto.
 - 1. Prohibition 2.03: For clarification, Contractor will be permitted to discharge the treated/collected groundwater to the sanitary sewer system, once approval is granted from the District. If the groundwater collected from dewatering activities does not meet the water quality parameters set forth in the Ordinance, Contractor shall dispose of groundwater by other means, the costs of which will be addressed as a contract change order.
 - 2. Prohibition 2.04: The District, once groundwater discharge to the sanitary sewer is approved, will not require a separate sewer permit. Contractor shall accurately measure flows discharged to the sanitary sewer, in a manner approved by the District prior to such discharge. Such flow measurements shall comply with Article 3 of the Ordinance, to the satisfaction of the District. The District will pay the "per gallon" charge for the discharge water.
 - 3. Prohibition 2.09: The Contractor will not be required to obtain a permit for discharge from the holding vessel.

PART 2 PRODUCTS

2.01 DEWATERING EQUIPMENT

- A. Dewatering equipment may consist of wells, well points, sump pumps, drain rock or gravel placement, and other equipment and means of accomplishing the Work. Such equipment shall be described in Para. 1.03A of this Section.
- B. Standby pumping equipment, standby generators, standby personnel or automated monitoring alarm systems, shall be provided at all times during working and non-working hours.

2.02 TREATMENT EQUIPMENT

- A. Treatment equipment, where used, shall be used as necessary to treat extracted groundwater prior to discharge, such that the discharge meets the objectives outlined in Paragraph 1.05 above.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Provide all equipment, materials, manpower necessary for adequate site dewatering.
- B. Maintain all dewatering and treatment equipment in good operating condition, and provide necessary standby equipment and personnel to ensure groundwater dewatering operations can be adequately maintained during power outages.
- C. Site water generated as a result of dewatering shall be adequately contained and adequately treated, prior to discharge directly to any water courses or storm drains.
- D. Provide dewatering at all times to adequately protect and preserve soil bearing capacity, and prevent quick sand, soft soils, and other undesirable conditions that could impact the integrity of construction Work.
- E. Maintain groundwater level a minimum of one foot below bottom of excavation in all work areas where groundwater occurs.
- F. Prevent flotation of pipe by maintaining continuous removal of water from trench.
- G. Properly and adequately discharge and dispose of all constructing dewatering water, as described in Part 1 of this Specification. All water shall be adequately settled, filtered or otherwise de-silted prior to discharge. Discharge of dewatering water to street gutters shall not be allowed. Contractor is advised that significant quantities of dewatering water is anticipated as part of this Work, and Contractor is fully responsible for all dewatering activities including proper management and disposal of water, as part of the Contract Work.
- H. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill land prevent flotation or movement of structures, pipelines, and sewers.

3.02 SETTLEMENT MONITORING (NOT USED)

END OF SECTION
(Attached: Ordinance 2008-01, 23 pages)

ORDINANCE NO. 2019-01

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INTERCEPTION, TREATMENT AND DISPOSAL OF SEWAGE AND WASTEWATER; PROVIDING FOR AND REQUIRING CHARGES AND FEES THEREFOR; AND FIXING PENALTIES FOR THE VIOLATION OF SAID REGULATIONS

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THE BOARD OF DIRECTORS OF MONTEREY ONE WATER DOES ORDAIN AS FOLLOWS:

ARTICLE 1 – GENERAL PROVISIONS

§1.01 Short Title. This Ordinance shall be known as, and may be cited as, the Wastewater Discharge Ordinance of Monterey One Water, formerly the Monterey Regional Water Pollution Control Agency.

§1.02 Purpose and Policy. This Wastewater Discharge Ordinance (sometimes hereinafter "Ordinance" or "this Ordinance") is the legal authority which sets uniform requirements for discharges into the Wastewater collection and treatment system of Monterey One Water and all tributary collection systems and enables Monterey One Water to comply with the administrative provisions of the Clean Water Grant Regulations, and specifically incorporates and enforces Pretreatment Standards and requirements as defined in 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*." This Ordinance also enables Monterey One Water to comply with the water quality requirements set by the Central Coast Regional Water Quality Control Board (Central Coast Water Board) of the State of California and all applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, Recycled Water standards, applicable biosolids standards, and any other discharge criteria which are required or authorized by state or federal law, and to derive the maximum public benefit by regulating the quality and quantity of Wastewater discharged into the Monterey One Water sewer system. This Ordinance provides a means for determining Wastewater volumes, constituents and characteristics, and setting of charges and fees, and the issuance of permits to certain Users. Revenues derived from the application of this Ordinance shall be used to defray Monterey One Water's cost of operating and maintaining adequate Wastewater collection and treatment systems, enforcing Pretreatment Standards and requirements, implementation of source control and Waste minimization programs and to provide improvements and depreciation.

§1.03 Definitions. Unless otherwise defined herein, terms and definitions shall be as adopted in the latest edition of "*Standard Methods for the Examination of Water and Wastewater*," published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Waste constituents and characteristics shall be measured in accordance with said *Standard Methods* unless expressly stated otherwise, or as established by Monterey One Water, federal or state regulatory agencies. For the purposes of this Ordinance, unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

1. **Act** – the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, Title 33 of the United States Code (33 U.S.C.) section 1251 et seq.
2. **Authorized or Duly Authorized Representative of the User:**
 - a. If the User is a corporation:
 - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manger in accordance with corporate procedures.
 - b. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - c. If the User is a federal, state, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - d. The individuals described in §1.03(2)(a)-(c) may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to Monterey One Water.
3. **Building Sewer** – a sewer conveying Wastewater from the premises of a User to a Community Sewer or the Regional Wastewater Treatment Plant (RTP).
4. **Beneficial Uses** – uses of the water of the state that may be protected against quality degradation, including domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible as specified by federal or state law.
5. **Best Management Practices (BMP)** – a schedule of activities, prohibition of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Article 2 of this Ordinance. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage, leaks, sludge, or Waste disposal, or drainage from raw materials storage.

6. **Carbonaceous Biochemical Oxygen Demand (CBOD)** – the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20) degrees centigrade, usually expressed as a concentration (e.g., mg/L).
7. **Categorical Pretreatment Standard or Categorical Standard** – any regulation containing pollutant discharge limits promulgated by the United States Environmental Protection Agency (USEPA) in accordance with sections 307(b) and (c) of the Clean Water Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
8. **Categorical Industrial User (CIU)** – an Industrial User subject to a Categorical Pretreatment Standard or Categorical standard.
9. **Community Sewer** – a sewer and/or pump station owned and/or operated by Monterey One Water, and/or by any public Member Entity of Monterey One Water, and/or by any Person who has a written contract for wastewater services by Monterey One Water, and which is tributary to the RTP.
10. **Compatible Pollutant** – CBOD, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in Monterey One Water's National Pollutant Discharge Elimination System (NPDES) permit if the RTP was designed to treat such pollutants, and in fact, does remove such pollutants to a substantial degree.
11. **Contamination** – an impairment of the quality of the Waters of the State by Waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination shall include any equivalent effect resulting from the disposal of Wastewater, whether Waters of the State are affected.
12. **Daily Maximum** – the arithmetic average of all effluent samples for a pollutant collected during a calendar day.
13. **Daily Maximum Limit** – The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentrations derived from all measurements taken that day.
14. **Existing Source** – any source of discharge that is not a "New Source".
15. **General Manager** – the General Manager (GM) of Monterey One Water.
16. **Grab Sample** – a sample that is taken from a wastestream without regard for the flow rate in the wastestream and over a period of time not to exceed fifteen (15) minutes.
17. **Holding Tank Waste** – any Waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.
18. **Incompatible Pollutant** – any pollutant which is not a "Compatible Pollutant" as defined in this Section.
19. **Indirect Discharge** – the discharge or the introduction of pollutants into the Community Sewer or RTP from any source regulated under section 307(b) or (c) of the Act (33 U.S.C. section 1317), including holding tank Waste discharge.

20. **Industrial User** – an entity that contributes any Indirect Discharge to a Community Sewer or to the RTP.
21. **Industrial Waste Generator** – a facility that generates industrial Waste that may be hauled to the RTP for disposal by a Waste hauler.
22. **Instantaneous Limit** – the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of flow rate and duration of the sampling event.
23. **Interference** – a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
 - a. Inhibits or disrupts the Community Sewer, RTP, or Recycled Water facility, its treatment processes or operations, or its sludge processes, use, or disposal; or
 - b. Therefore is a cause of a violation of any requirement of the Monterey One Water's NPDES or other discharge permits, including an increase in the magnitude or duration of a violation, or of the prevention of Sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder [or more stringent State or local regulations]: Section 405 of the Act, the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, the State Drinking Water Act, and the Marine Protection, Research and Sanctuaries Act.
24. **Liquid Waste Hauler** – any person or company who hauls and disposes of liquid Wastes at the RTP.
25. **Local Limit** – specific discharge limits technically-developed and enforced by Monterey One Water upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR Part 403.5(a)(1) and (b) and in §2.01.1 and §2.01.2 of this Ordinance.
26. **Mass Emission Rate** – the weight of material discharged to the Community Sewer or RTP during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day (lb/day) of an individual constituent or combination of constituents.
27. **Monterey One Water Member Entities** – cities of Del Rey Oaks, Monterey, Pacific Grove, Salinas, Sand City, and Seaside, Marina County Sanitation District and the communities of Boronda, Castroville, Moss Landing, and Fort Ord in Monterey County.
28. **Monterey One Water Service Area** – the land areas of the Member Entities for which Monterey One Water provides Wastewater collection and/or treatment service by agreement or contract.
29. **Monthly Average** – the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.
30. **Monthly Average Limit** – the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured

during a calendar month divided by the number of "daily discharges" measured during that month.

31. **National Categorical Pretreatment Standards** – any regulation containing pollutant discharge limits promulgated by USEPA in accordance with section 307(b), (c), and 402 (b) (8) of the Act (33 U.S.C. section 1347) and 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to a specific category of Industrial Users.
32. **National Pollution Discharge Elimination System (NPDES) Permit** – a permit issued pursuant to section 403 of the Federal Act (33 U.S.C. section 1342) to Monterey One Water by the Central Coast Water Board that regulates the discharge of treated Wastewater to the Pacific Ocean.
33. **National Pretreatment Standard, Pretreatment Standard, or Standard** – any regulation containing pollutant discharge limits promulgated by USEPA in accordance with section 307(b), (c) and 402(b)(8) of the Act (33 U.S.C. section 1347) incorporated in 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR Part 403.5.
34. **New Source** –
 - a. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - iii. The production or Wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
 - b. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of §1.03(34)(a)(ii) or (iii), but otherwise alters, replaces, or adds to existing process or production equipment.
 - c. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
 - i. Begun, or caused to begin, as part of a continuous onsite construction program

- (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
 - ii. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
35. **Noncontact Cooling Water** – water used for cooling that does not come into direct contact with any raw material, intermediate product, Waste product, or finished product.
36. **Pass Through** – a discharge which exits the RTP into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Monterey One Water's NPDES permit or a Waste Discharge Requirement and/or Water Recycling Requirement Permit, including an increase in the magnitude or duration of a violation.
37. **Person** – any individual, firm, company, partnership, association, the responsible corporate officer of any private, public, or municipal corporation, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.
38. **pH** – a measure of the acidity or alkalinity of a solution, expressed in standard units.
39. **Pollutant** – dredged spoil, solid Waste, incinerator residue, filter backwash, Sewage, garbage, Sewage sludge, munitions, medical Wastes, chemical Wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial Wastes, and certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, color, CBOD, chemical oxygen demand, toxicity, or odor).
40. **Pollution** – an alteration of the quality of the Waters of the State by Waste to a degree which unreasonably affects such waters for beneficial use or affects the facilities which serve such beneficial uses. Pollution may include Contamination.
41. **Premises** – a parcel of real estate or portion thereof, including any improvements thereon, which is determined by Monterey One Water to be a single User for purposes of receiving, using, and paying for service.
42. **Pretreatment** – the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Community Sewer or RTP. The reduction or alteration can be by physical, chemical, or biological processes; process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

43. **Pretreatment Requirements** – any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on a User.
44. **Prohibited Discharge Standards or Prohibited Discharges** – absolute prohibitions against the discharge of certain substances. These prohibitions are identified in Article 2 of this Ordinance.
45. **Publicly Owned Treatment Works (POTW)** – a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned, or leased, operated and maintained, by Monterey One Water or its Member Entities. This definition includes any devices or systems used in the collection, storage, treatment, and recycling of Sewage or industrial Wastes of a liquid nature and any conveyances, which convey Wastewater to a treatment plant.
46. **Recycled Water** – water which, as a result of treatment of Waste, is suitable for direct beneficial use or a controlled use that would not otherwise occur that is regulated by Title 22 of the California Code of Regulations.
47. **Regional Wastewater Treatment Plant (RTP)** – The Wastewater treatment plant operated by Monterey One Water.
48. **Saline Waste Hauler** – any person or company who hauls and discharges saline Wastes, as defined by this Ordinance, to the RTP.
49. **Septic Tank Waste** – any Sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
50. **Sewage** – human excrement and gray water (household showers, dishwashing operations, etc.).
51. **Shall** is mandatory; **May** is permissive.
52. **Significant Industrial User (SIU)** – except as provided in §1.03(52)(c), (d) and (e) of this Ordinance, a Significant Industrial User is:
- a. A User subject to Categorical Pretreatment Standards; or
 - b. A User that:
 - i. Discharges an average of twenty-five thousand (25,000) gallons per day or more of *process Wastewater* into the Community Sewer or POTW (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater);
 - ii. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW; or
 - iii. Is designated as such by Monterey One Water on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement.
 - c. Monterey One Water may determine that a User subject to Categorical Pretreatment Standards is a non-significant Categorical Industrial User (NSCIU) rather than an SIU on a finding that the User never discharges more than one hundred (100) gallons per day of total categorical Wastewater (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

- i. The User, prior to Monterey One Water's finding, has consistently complied with all applicable Categorical Pretreatment Standards and requirements;
 - ii. The User annually submits the certification statement required in §4.04.7 of this Ordinance, together with any additional information necessary to support the certification statement; and
 - iii. The User never discharges any untreated concentrated Wastewater.
 - d. Monterey One Water may determine that a User subject to Categorical Pretreatment Standards is a middle tier Categorical Industrial User (MTCIU) on finding that the discharge of Categorical Wastewater does not exceed the following:
 - i. 0.01 percent of the design dry weather hydraulic capacity of the RTP, or 5,000 gallons per day (gpd), which ever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches;
 - ii. 0.01 percent of the design dry weather organic treatment capacity of the RTP; and
 - iii. 0.01 percent of the maximum allowable headworks loading (MAHL) for any pollutant for which approved Local Limits were developed by Monterey One Water.
 - e. Upon a finding that a User meets the criteria in §1.03(52)(c) of this Ordinance has no reasonable potential for adversely affecting the RTP's operation or for violating any Pretreatment Standard or requirement, Monterey One Water may at any time, on its own initiative or in response to a petition received from the User, and in accordance with the procedures in 40 CFR Part 403.8(f)(6), determine that such User should not be considered an SIU.
53. **Significant Non-Compliance (SNC)** – applied to any User that:
- a. Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or requirement, including Instantaneous Limits as defined in §1.03(22) of this Ordinance;
 - b. Technical Review Criteria (TRC) violations, as defined as those in which thirty-three (33) percent) or more of Wastewater measurements taken for each pollutant parameter during a six- (6-) month period equal or exceeds the product of the numeric Pretreatment Standard or requirement including Instantaneous Limits, as defined in §1.03(22) of this Ordinance multiplied by the applicable criteria (1.4 for CBOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
 - c. Any other violation of a Pretreatment Standard or requirement as defined in Article 2 of this Ordinance (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the General Manager, or their designee, determines has caused, alone or in combination with other discharges, Interference or pass through, including endangering the health of Monterey One Water personnel or the general public;

- d. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or as resulted in the General Manager's exercise of its emergency authority to halt or prevent such a discharge;
 - e. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - f. Failure to provide within forty-five (45) days after the due date, any required report, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - g. Failure to accurately report noncompliance; or
 - h. Any other violation(s), which may include a violation of BMPs, which the General Manager, or their designee, determines will adversely affect the operation or implementation of the Monterey One Water Pretreatment Program.
- 54. **Special Hauled Waste Load** – any hauled liquid Waste that is not otherwise defined in this Ordinance, which has potential for disposal at the Monterey One Water treatment facility with prior approval.
 - 55. **Standard Industrial Classification (SIC)** – a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.
 - 56. **Slug Discharge** – any discharge at a flow rate of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or pass through, or in any other way violate Monterey One Water's regulations, Local Limits, or conditions of applicable permits regulating Monterey One Water.
 - 57. **Storm Water** – any flow occurring or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
 - 58. **Total Suspended Solids (TSS)** – the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and that is removable by laboratory filtering.
 - 59. **Toxic Pollutant** – any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the USEPA under the provision of the section 307(a) of the Act.
 - 60. **United States Environmental Protection Agency (USEPA)** – the United States Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said Agency.
 - 61. **Unpolluted Water** – water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to Monterey One Water having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters.

- 62. **User** – any person who discharges, causes, or permits the discharge of Waste or Wastewater or disposes of Waste or Wastewater into a Community Sewer or the RTP.
- 63. **Waste** – Includes Sewage and any and all other Waste substances, liquid, solid, or gaseous, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operations of whatever nature prior to, and for purposes of, disposal.
- 64. **Wastewater** – liquid and water-carried industrial Wastes and Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, public or private seawater or brackish groundwater desalination facilities, and institutions, whether treated or untreated, which are contributed to the Community Sewer or RTP.
- 65. **Waters of the State** – any water, surface or underground, including saline waters, within the boundaries of the State of California.

ARTICLE 2 – REGULATIONS

§2.01 Prohibitions on Discharges

§2.01.1 General Prohibitions. No User shall discharge into the Community Sewer or to the RTP any pollutant(s) which cause pass through or Interference. These general prohibitions and the specific prohibitions in §2.01.2 of this Ordinance apply to each User introducing pollutants into the Community Sewer or the RTP, whether or not the User is subject to National Pretreatment Standards or any federal, state, or local pretreatment requirements.

§2.01.2 Specific Prohibitions. No User shall introduce or cause to be introduced into the Community Sewer or RTP the following pollutants, substances, or Wastewater:

1. Pollutants which create a fire or explosion hazard in the Community Sewer or RTP, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade) using the test methods specified in 40 CFR Part 261.21. Reference closed cup flashpoint values may be found in the National Institute of Occupational Safety and Health (NIOSH) *Pocket Guide to Chemical Hazards*;
2. Pollutants which will cause corrosive structural damage to the Community Sewer or RTP, but in no case discharges with a pH lower than 6.0 or above 10.5 standard pH units;
3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the Community Sewer or RTP resulting in Interference;
4. Any pollutant, including oxygen demanding and Compatible Pollutants (CBOD, TSS, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the RTP;
5. Heat in amounts which will inhibit biological activity at the RTP resulting in Interference, but in no case, heat in such quantities that the temperature at the RTP exceeds 104 degrees Fahrenheit (40 degrees Centigrade) or 140 degrees Fahrenheit (60 degrees Centigrade) in the Community Sewer;
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or pass through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Community Sewer or RTP in a quantity that may cause acute worker health and safety problems;
8. Any Wastewater containing Toxic Pollutants in sufficient quantity, either singly or by interaction with other pollutants, that injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the RTP, or exceed the limitation set forth in a national Categorical Pretreatment Standard. A Toxic Pollutant shall include, but not be limited to, any pollutant identified pursuant to section 307(a) of the Act; and
9. Unpolluted Water, pond water, Storm Water, ground water, precipitation, street drainage, or yard drainage shall not be discharged through direct or indirect connections to the Community Sewer or RTP unless a Wastewater discharge permit or written approval is issued by Monterey One Water. If a Wastewater

discharge permit is granted for the discharge of such water to the Community Sewer or RTP, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water.

§2.03 National Categorical Pretreatment Standards – Users must comply with the applicable Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471.

§2.04 Prohibitions on Dilution as Substitute for Treatment – Except where expressly authorized to do so by an applicable Categorical Pretreatment Standard, no User shall increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard.

§2.05 Limitations of Radioactive Wastes – No person shall discharge or cause to be discharged any radioactive Waste into a Community Sewer except:

1. When the User is authorized to use radioactive materials by the California Department of Public Health or other governmental agency empowered to regulate the use of radioactive materials, and
2. When the Waste is discharged in strict conformity with current California Radiation Control Regulations (Title 17 of the California Code of Regulations) and the Nuclear Regulatory Commission regulations and recommendations for safe disposal, and
3. When the User is in compliance with all rules and regulations of the other applicable regulatory agencies.

§2.06 Limitations on the Use of Garbage Grinders – Waste from garbage grinders shall not be discharged into a Community Sewer except:

1. Wastes generated in preparation of food normally consumed on the premises, or
2. Where the User has obtained a Wastewater discharge permit for the specific use from Monterey One Water, and agrees to undertake whatever self-monitoring is required to enable Monterey One Water to equitably determine the charges and fees based on the Waste constituents and characteristics.

Such grinders must shred the Waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the Community Sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

§2.07 Limitations on Point of Discharge – No person shall discharge any substances directly into a manhole or other opening in a Community Sewer other than through an approved building sewer unless that person has been issued a Wastewater discharge permit by or received written approval from Monterey One Water. If a Wastewater discharge permit or written approval is issued for such direct discharge, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water.

§2.08 Holding Tank Waste – No User shall discharge any holding tank Waste into a Community Sewer unless it has been issued a Wastewater discharge permit by or received written approval from Monterey One Water. Unless otherwise allowed by Monterey One Water

under their terms and conditions of the Wastewater discharge permit or written approval, a separate permit or written approval must be secured for each separate discharge. This Wastewater discharge permit or written approval will state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the Wastewater constituents and characteristics. If a Wastewater discharge permit or written approval is granted for discharge of such Waste into a Community Sewer, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water. An exception to the above is that no Wastewater discharge permit or written approval will be required for discharge of domestic Wastes from motor home holding tanks, provided that such discharges are made into a Monterey One Water-approved facility designed to receive such Wastes.

§2.09 Hauled Waste – No person shall discharge any trucked or hauled Waste without a Wastewater discharge permit issued by Monterey One Water. Only the following types of trucked or hauled Waste are accepted by Monterey One Water:

1. Acceptable liquid Wastes include domestic Wastes generated from residential and commercial (non-industrial) septic tanks, chemical Waste toilet Wastes, restaurant oil and grease, and dilute petroleum oil Wastes which are transported by truck to the RTP for processing and treatment. Examples of domestic sources include single and multiple family residences, hotels and motels, non-industrial commercial office complexes, campground, picnic grounds, and day use recreation areas.
2. Acceptable hauled saline Wastes include high salt concentration solutions from water softener regeneration, reverse osmosis reject/backwash, reverse osmosis membrane cleaning operations, chemical treatment for potable water system pollutant removal, and seawater are all acceptable provided that any associated pollutant levels meet all compliance limits in force at the time.
3. Special Hauled Waste loads include any hauled Waste that is not otherwise defined in this Ordinance, which has the potential for disposal at the RTP with prior approval by Monterey One Water.

§2.09.1 Waste Hauler Permits and Requirements

All Waste haulers disposing of Waste at the RTP are required to have a Waste hauler permit and have proof of a current registration as a saline, septage, or chemical toilet hauler with the County of Monterey Department of Public Health. The following requirements apply to Waste haulers:

1. All hauled Wastes, liquid, saline waste, or otherwise defined by this Ordinance, generated outside of Monterey, Santa Cruz, or San Benito Counties must be approved by Monterey One Water prior to disposal at the RTP.
2. Waste haulers must provide advanced notice no later than one (1) business day before the expected discharge to allow for Monterey One Water to review and respond to the request.
3. Discharge procedures are provided in the Waste hauler permit, and Waste haulers not complying with the discharge procedures may be subject to enforcement action in accordance with Articles 6 and 7 of this Ordinance. The Waste receiving facility is located at the east end of the RTP. Monterey One Water requires a

special arrangement if Waste is hauled to the RTP outside of normal operating hours.

4. Each Waste hauler shall accurately complete the "Monterey One Water Hauled Waste Discharge Manifest" form for each load discharged to the RTP.
5. The acceptance of hauled Wastes may be terminated by Monterey One Water without prior notice due to RTP operational problems or other special circumstances.
6. A discharge report shall be filed with Monterey One Water a minimum of sixty (60) days prior to making any proposed changes to the character, location, or volume of the discharge.
7. Wastes not permitted to be discharged at the RTP must be transported to a state-approved disposal site. To protect the RTP against illegal discharges, Monterey One Water may require the Waste hauler to submit a copy of the official hauling manifest or "Waste Haulers Report" within thirty (30) days.
8. Monterey One Water reserves the right to sample all wastes prior to discharging to the RTP and to deny the discharge of any unacceptable waste. Monterey One Water reserves the sole right and authority to determine whether a Waste is acceptable for discharge. In the event there is uncertainty as to whether a Waste is acceptable, or whether there is a dispute in this regard, Monterey One Water shall render a decision, and this decision shall be final and binding.
9. The Waste shall have a relative respirometer toxicity of less than or equal to 1.2.
10. The Waste shall not have more than twenty (20) percent inert organic solids content by volume (e.g., grit, sands, silts, drilling muds) unless prior approval has been received from Monterey One Water.
11. The Waste shall not exceed any "Action Levels" as defined by the State Water Resources Control Board Division of Drinking Water or the County of Monterey Department of Environmental Health.

§2.09.2 Insurance and Binder Requirements

Each Waste hauler discharging wastes to the RTP shall be required to maintain insurance for Commercial General Liability, Vehicle Liability, and Workers' Compensation. Required provisions and conditions of the policies are as follows:

1. The insurance shall have an endorsement naming Monterey One Water as an additional insured, and the policy shall have a standard cross-liability clause or endorsement.
2. The coverage shall be primary, and no other insurance or self-insurance such as may be utilized by Monterey One Water shall contribute to a loss under these policies.
3. The policy shall not be cancelled or materially altered without thirty (30) days prior notice to Monterey One Water.
4. The certificate and endorsement are to be signed by a person authorized by the insurers to bind coverage on their behalf.
5. Insurances shall have at least an "A: policy holders' rating and XI financial rating" in accordance with the most current Best's Key Rating Guide.

6. The Waste hauler shall furnish Monterey One Water with adequate certificates of insurance and endorsements demonstrating that the provisions and/or requirements stated above have been complied with.
7. Monterey One Water reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.
8. In lieu of all or a portion of the above-required coverage, Monterey One Water may accept, in its sole discretion, satisfactory evidence of equivalent self-insurance.

Commercial General Liability Insurance

Each waste hauler shall be required to maintain Commercial General Liability Insurance coverage which insures the hauler and Monterey One Water and its employees against claims of bodily injury, personal injury, and property damage. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury, personal injury, and property damage is required. Coverage shall also include any vehicle (owned, leased, rented, or borrowed) used by the Waste hauler to dispose of hauled Waste at the RTP.

Vehicle Insurance

Each Waste hauler shall be required to maintain Vehicle Insurance coverage which insures the hauler and Monterey One Water and its employees against claims of bodily injury and property damage. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury and property damage is required. Coverage shall also include any vehicle (owned, leased, rented, or borrowed) used by the Waste hauler to dispose of hauled Waste at the RTP.

Workers' Compensation Insurance

Each Waste hauler shall be required to maintain Workers' Compensation coverage as required by the State of California, which insures the hauler and Monterey One Water and its employees against claims of bodily injury and disease. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury or disease is required.

Binder

Each Waste hauling company must furnish Monterey One Water with a cash deposit or an irrevocable letter of credit in the form acceptable to Monterey One Water in the sum of \$2,500.00, which shall be retained by Monterey One Water for so long as the Waste hauler is permitted and until a written application for a refund or release is received. All or a portion of the cash deposit or letter of credit may be surrendered to Monterey One Water pursuant a violation as outlined in Articles 6 and 7 of this Ordinance.

§2.10 Hauled Waste Generators – All hauled Waste generators shall request approval from Monterey One Water to have their Wastes disposed of at the RTP. A hauled Waste generator permit may be issued to a hauled Waste generator. The hauled Waste generator permit may include provisions requiring monitoring and reporting depending on the type and volume of Wastes that will be disposed of at the RTP. Violations of conditions of the hauled Waste

generator permit may result in denial of the Waste being disposed of at the RTP and subject to enforcement actions outlined in Articles 6 and 7 of this Ordinance.

§2.11 Local Limits

§2.11.1 The General Manager or their designee is authorized to establish Local Limits pursuant to 40 CFR Part 403.5(c).

§2.11.2 The following pollutant limits are established to protect against pass through and Interference. No User shall discharge Wastewater containing in excess of the following Daily Maximum Limits:

Pollutant	Maximum Daily Limit (mg/L)	Pollutant	Maximum Daily Limit (mg/L)
Ammonia as N	44	Molybdenum	90
Arsenic	0.42	Nickel	1.5
Cadmium	0.27	Selenium	0.80
Chromium	1.7	Silver	1.1
Copper	1.9	Phenolic compounds	8.1
Cyanide, total	0.53	Total Dissolved Solids	7,400
Lead	2.5	Zinc	2.6
Mercury, total	0.018		

The above Local Limits apply at the point where the Wastewater is discharged to the POTW. All concentrations for metallic substances are for total recoverable metal unless indicated otherwise. The General Manager, or their designee, may impose mass limitations in lieu of or in addition to the concentration-based limitations above.

§2.11.3 Best Management Practices – The General Manager, or their designee, may develop BMPs, by Ordinance or in a Wastewater discharge permit, to implement Local Limits and the requirements of Article 2.

§2.12 Denial of New or Increased Pollutant Contributions – Monterey One Water may deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the Community Sewer or RTP by Users where such contributions do not meet applicable Pretreatment Standards and requirements or where such contributions would cause the RTP to violate Monterey One Water's NPDES permit.

§2.13 Slug Discharge Evaluations – Monterey One Water shall evaluate whether each SIU needs a plan or other action to control Slug Discharges to the Community Sewer or RTP as required by 40 CFR Part 403.8(2)(vi). Monterey One Water will include any slug control requirements in a User's Wastewater discharge permit.

§2.14 Sewerage Design Requirements – All new sewers and connections to the Community Sewer or RTP shall meet all design requirements of all Member Entities owning the Community Sewer and having area jurisdiction in question, pursuant to the applicable Uniform Plumbing

Code adopted by said Member Entity, and shall also meet all design requirements as may be established from time to time by Monterey One Water.

§2.15 Monterey One Water's Right to Revision – Monterey One Water reserves the right to establish, by Ordinance, or in a Wastewater discharge permit, more stringent standards or requirements on discharges to the Community Sewer or RTP consistent with the purpose of this Ordinance.

ARTICLE 3 – WASTEWATER VOLUME DETERMINATION

§3.01 Determination of Volume – The volume of Wastewater that a User discharges to a Community Sewer shall be determined by Monterey One Water by use of one of the alternative methods described in this Article, with the method for each User or group of Users to be selected by Monterey One Water. Selection of such method will be based upon the principal activities of the User as they relate to Wastewater flows, fluctuation of flows, practicality of obtaining flow measurements, and other pertinent factors. The volume of the Wastewater being discharged shall be one of the factors used in establishing charges and may require certain Users to obtain Wastewater discharge permits in conjunction with the determination of their Wastewater volume.

§3.02 Metered Water Supply and Water Diversions – When charges and fees are to be based upon the water usage, such charges and fees shall be applied against the total amount of water used from all sources, unless in the opinion of Monterey One Water significant portions of water received are not discharged to a Community Sewer. The total amount of water used from public and private sources will be determined by means of public meters or private meters, installed and maintained at the expense of the User and approved by Monterey One Water. When charges and fees are to be based upon water usage, and where, in the opinion of Monterey One Water, a significant portion of the water received from any metered source does not flow into the Community Sewer because of the principal activity of the User or removal by other means, the charges and fees will be applied against the volume of water discharged from such premises into the Community Sewer. Written notification and proof of the diversion of water must be provided by the User, and approved by Monterey One Water, if the User is to avoid the application of the charges and fees against the total amount of water used from all sources. If acceptable to Monterey One Water, the User may install a meter of a type and at a location approved by Monterey One Water and at the User's expense. Such meters shall measure the amount of water diverted. Such meters shall be maintained at the expense of the User and be tested for accuracy when deemed necessary by Monterey One Water, at the expense of the User.

§3.03 Metered Wastewater Volume – When charges and fees are to be based upon the metered volume of Wastewater being discharged to a Community Sewer, the User shall install a meter of a type and at a location approved by Monterey One Water, at the User's expense. Such meter shall measure the amount of Wastewater being discharged and shall be maintained and tested for accuracy when deemed necessary by Monterey One Water, at the expense of the User.

§3.04 Estimated Wastewater Volume – For Users where, in the opinion of Monterey One Water, it is unnecessary or impractical to install meters, the charges and fees may be based upon an estimate of the volume to be discharged as calculated by Monterey One Water. A rational method will be used to estimate the quantity of Wastewater discharged and may consider such

factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services, or such other determination of water use necessary to estimate the Wastewater volume discharged.

ARTICLE 4 – DISCHARGE REPORTS, WASTEWATER DISCHARGE PERMITS, NOTIFICATION, REPORTING REQUIREMENTS AND ADMINISTRATION

§4.01 Notification of Hazardous Wastes Discharged to the Community Sewer or POTW

§4.01.1 All Users shall notify Monterey One Water, the USEPA Regional Waste Management Division Director, and state hazardous Waste authorities in writing of any discharge into the Community Sewer or RTP of a substance, which, if otherwise disposed of, would be a hazardous Waste under 40 CFR Part 261. Such notification must include the name of the hazardous Waste as set forth in 40 CFR Part 261, the USEPA hazardous Waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than 100 kilograms of such Waste per calendar month to the Community Sewer or RTP, the notification shall also contain the following information:

1. An identification of the hazardous constituents contained in the Wastes;
2. An estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month; and
3. An estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All Users shall provide notification no later than one hundred and eighty (180) days after the discharge of the listed or characteristic hazardous Waste.

§4.01.2 Discharges are exempt from the requirements of §4.01.1 of this Ordinance during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous Wastes, unless the Wastes are acute hazardous Wastes as specified in 40 CFR Parts 261.30(d) and 261.33(3). Discharge of more than fifteen (15) kilograms of non-acute hazardous Wastes in a calendar month, or of any quantity of acute hazardous Wastes as specified in 40 CFR Parts 261.30(d) and 261.33(3), requires notification.

§4.01.3 In the case of any new regulations under Section 3001 of RCRA, identifying additional characteristics of hazardous Waste or listing any additional substance as a hazardous Waste, the User must notify Monterey One Water, the USEPA Regional Waste Management Division Director, and state hazardous Waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

§4.01.4 In the case of any notification made under §4.01 of this Ordinance, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous Wastes generated to the degree it has determined to be economically practical.

§4.02 Notification of Potential Problems – All Users shall notify Monterey One Water *immediately* of all discharges that could cause problems in the Community Sewer, at the RTP, or the receiving waters, including any Slug Discharges of compatible or Incompatible Pollutants, accidental discharge of non-routine, episodic nature, or a non-customary batch discharge. This notification shall include the location of the discharge, the type of Waste, concentration and volume, if known, and corrective actions taken by the User. Monterey One Water may require that the User submit a detailed written report, describing the cause(s) of the discharge and measures taken by the User to prevent similar future occurrences, within five (5) days following such discharge.

Such notification does not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Community Sewer or POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant of this Ordinance.

§4.02.1 Notices to Employees – In order that employees of Users be informed of Monterey One Water requirements, Users shall make available to their employees copies of this Ordinance together with such other Wastewater information and notices which may be furnished by Monterey One Water from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on the User's bulletin board advising employees whom to call in case of an accidental discharge in violation of this Ordinance.

§4.02.2 Preventive Measures – Any direct or indirect connection or entry point for persistent or deleterious Wastes to the User's plumbing or drainage system should be eliminated. Where such action is impractical or unreasonable, the User shall appropriately label such entry points to warn against discharge of such Wastes in violation of this Ordinance.

§4.03 Notification of Changes in Discharge – All Users shall notify Monterey One Water at least thirty (30) days in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous Wastes for which the User has submitted initial notification under 40 CFR Part 403.12(p) and §4.01 of this Ordinance. Monterey One Water may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater discharge permit application. Monterey One Water may modify the existing Wastewater discharge permit in response to the changed conditions or anticipated changed conditions. Monterey One Water may also deny such discharge in accordance with §2.12 of this Ordinance.

§4.04 Discharge Reports

§4.04.1 General Discharge Report – Monterey One Water may require that any User discharging or proposing to discharge Wastewater into a Community Sewer or to the RTP, file a periodic discharge report. The discharge report, at the discretion of Monterey One Water, may include but not be limited to, nature or process, volume, rates of flow, mass emissions rate, production quantities, hours of operation, number and classification of employees, or other information which relates to the generation of Waste including Wastewater discharge. Such reports may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they are not normally discharged. In addition to discharge reports,

Monterey One Water may require information in the form of Wastewater discharge permit applications and self-monitoring reports.

§4.04.2 Baseline Monitoring Report – Users subject to federal Categorical Pretreatment Standards that are currently discharging to or are scheduled to discharge to the Community Sewer or RTP shall submit to Monterey One Water a Baseline Monitoring Report that meets all requirements and time guidelines set forth in 40 CFR Part 403.12(b) and any other such requirements as deemed appropriate by Monterey One Water.

§4.04.3 Pretreatment Compliance Report – Users subject to federal Categorical Pretreatment Standards shall submit to Monterey One Water a report on their compliance status with any Categorical Pretreatment Standard deadline. This report must be received within ninety (90) days following the date for final compliance with the applicable Categorical Pretreatment Standards, or in the case of a New Source within ninety (90) days following the commencement of introduction of Wastewater to the Community Sewer or RTP. This report shall contain the information described in 40 CFR Part 403.12(d).

§4.04.4 Periodic Compliance Reports – All SIUs shall submit periodic compliance reports on a semiannual basis (usually by July 15 and January 15 of each calendar year) to Monterey One Water that contain the information described in 40 CFR Parts 403.12(e) and (h).

§4.04.5 Report Certification Statement – All semiannual compliance reports shall contain a certification statement signed by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the User to meet the applicable Pretreatment Standards and requirements. This statement shall contain the information described in 40 CFR Part 403.12(b)(6).

§4.04.6 Report Accuracy Statement – All reports, self-monitoring data submissions, and Wastewater discharge permit applications to Monterey One Water by Users shall contain the following accuracy statement and must be signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of this Ordinance:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

§4.04.7 Non-Significant Categorical Industrial User Certification – A User determined to be an NSCIU by Monterey One Water must annually submit the following certification statement signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of

this Ordinance. This certification must accompany the report(s) required by Monterey One Water:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR Part ____, I certify that, to the best of my knowledge and believe that during the period from ____ to ____:

1. The facility described as ____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in §1.03(52)(c) of the Monterey One Water Ordinance XXXX;
 2. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
 3. The facility never discharged more than 100 gallons of total categorical Wastewater on any given day during this reporting period.
- This compliance certification is based on the following information:
-

§4.04.8 Date of Receipt of Reports – Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

§4.05 Wastewater Discharge Permits

§4.05.1 Mandatory Permits – Each SIU as defined in §1.03(52) of this Ordinance must obtain a Wastewater discharge permit before connecting to or discharging into a Community Sewer or the RTP.

§4.05.2 Optional Permits – Monterey One Water may require a Wastewater discharge permit for any User, in accordance with the terms of §4.05 of this Ordinance, including, but not limited to, the following categories:

- a. A User who request charges and fees to be based on metered water supply and water diversions, or metered Wastewater volume, or
- b. Any User whose Wastewater strength is less than the normal range for User classification to which he is assigned because of pretreatment, process changes or other reason, or
- c. Any User who will discharge Wastewater on a temporary basis, such as groundwater clean-up or storage tank rinsings.

§4.05.3 Wastewater Discharge Permit Application – Users seeking a Wastewater discharge permit shall complete and file with Monterey One Water a Wastewater discharge permit application, accompanied by the applicable fees. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

1. Name, address, and SIC number of the applicant;
2. Volume of Wastewater to be discharged;

3. Wastewater constituents and characteristics including, but not limited to, those identified in §2.11 as determined by a laboratory approved by Monterey One Water;
4. Time and duration of discharge;
5. Average and thirty- (30-) minute peak Wastewater flow rates, including daily, monthly and seasonal variations, if any;
6. Site plan, floor plans, mechanical and plumbing plans and details to show all sewer and appurtenances by size, location and elevation;
7. Description of activities, facilities and plant processes on the premises, including all materials, processes and types of materials which are or could be discharged;
8. Each product produced by type, amount and rate of production;
9. Where known, the nature and concentration of any pollutants in the discharge which are limited by any Monterey One Water, state, or federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and if not, whether additional operations and maintenance (O&M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards;
10. If additional pretreatment and/or O&M will be required to meet Pretreatment Standards; the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:
 - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
 - b. No increment referred to in paragraph (a) above shall exceed nine (9) months.
 - c. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to Monterey One Water including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to Monterey One Water.
11. Number and type of employees, and hours of work;
12. Any other information as may be deemed by Monterey One Water to be necessary to evaluate the Wastewater discharge permit application.

All Wastewater discharge permit applications must be signed by an authorized or duly authorized representative of the User, as defined in §1.03(2) of this Ordinance and contain the certification statement in §4.04.6 of this Ordinance. If the designation of an authorized or duly authorized representative of the User is no longer accurate because a different individual or

position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the User, a new written authorization satisfying the requirements of this section must be submitted to Monterey One Water prior to or together with any reports to be signed by an authorized or duly authorized representative of the User.

Monterey One Water will evaluate the data furnished by the User and may require additional information. After evaluation and approval of all the data required, Monterey One Water may issue a Wastewater discharge permit subject to terms and conditions provided herein. Incomplete or inaccurate Wastewater discharge permit applications will not be processed and will be returned to the User for revision. Monterey One Water may deny any application for a Wastewater discharge permit.

§4.05.4 Permit Conditions – Wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other applicable ordinances, regulations, and charges and fees established by Monterey One Water. The conditions of Wastewater discharge permits shall be uniformly enforced by the General Manager, or their designee, in accordance with this Ordinance and applicable state and federal regulations.

Wastewater discharge permits must contain:

1. A statement that indicates the Wastewater discharge permit issuance date, expiration date, and effective date;
2. A statement that the Wastewater discharge permit is nontransferable in accordance with §4.05.7 of this Ordinance;
3. Effluent limits, including BMPs, based on applicable Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;
5. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the discharge in accordance with §4.05.9.1 of this Ordinance.
6. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;
7. Requirements to control Slug Discharges, if determined by Monterey One Water to be necessary; and
8. Any grant of the monitoring waiver by Monterey One Water must be included as a condition in the User's Wastewater discharge permit.

Wastewater discharge permits may contain the following:

1. The unit charge or schedule of charges and fees for the Wastewater to be discharged to the Community Sewer or RTP;
2. The average and maximum Wastewater constituents and characteristics;

3. Limits on rate and time of discharge or requirements for flow regulations and equalization;
4. Requirements for the installation of pretreatment technology, pollution control, construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the Community Sewer or RTP;
5. Requirements for installation of inspection and sampling facilities, including flow measurement devices; and
6. Other conditions as deemed appropriate by Monterey One Water to ensure compliance with this Ordinance or any regulations affecting the operation of the Community Sewer or RTP.

§4.05.5 Duration of Wastewater Discharge Permits – Wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years. A Wastewater discharge permit may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the Wastewater discharge permit may be subject to modification and change by Monterey One Water during the term of the Wastewater discharge permit as limitations or requirements are modified and changed. Any changes or new conditions to a Wastewater discharge permit shall include a reasonable time schedule for compliance.

A User with an expiring Wastewater discharge permit shall apply for a Wastewater discharge permit reissuance by submitting a complete Wastewater discharge permit application, in accordance with §4.05.03 of this Ordinance, a minimum of ninety (90) days prior to the expiration of the User's Wastewater discharge permit.

§4.05.6 Wastewater Discharge Permit Modification -- Within nine (9) months of the promulgation of a national Categorical Pretreatment Standard, Wastewater discharge permit of Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater discharge permit, they must do so within one hundred and eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard. In addition, the User with an existing Wastewater discharge permit shall submit to Monterey One Water within one hundred and eighty (180) days after the promulgation of an applicable Pretreatment Standard the information required in §4.05.3 of this Ordinance.

Monterey One Water may also modify a Wastewater discharge permit for good cause including, but not limited to, the following reasons:

1. To address significant alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of the Wastewater discharge permit issuance;
2. A change in the Community Sewer or RTP that requires either a temporary or permanent reduction or elimination of the authorized discharge;
3. Information indicating that the permitted discharge poses a threat to the Community Sewer, RTP, the public, personnel, or receiving water;
4. Violation of any terms or conditions of the Wastewater discharge permit;

5. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater discharge permit application or in any required reporting; or
6. To correct typographical or other errors in the Wastewater discharge permit.

§4.05.7 Transfer of a Wastewater Discharge Permit – Wastewater discharge permits are issued to a specific User for a specific operation. A Wastewater discharge permit shall not be reassigned, transferred or sold to a new owner, new User, different premises, or a new or changed operation.

§4.05.8 Revocation of Wastewater Discharge Permit – Any User who violates the conditions of its Wastewater discharge permit, applicable state and federal regulations, *or any provisions of this Ordinance, including, but not limited to, the following*, is subject to having its Wastewater discharge permit revoked:

1. Failure to notify Monterey One Water of significant changes to its discharge including, but not limited to, the volume and characteristics of the Wastewater, prior to the changed discharge;
2. Failure to provide prior notification to Monterey One Water of changed conditions pursuant to §4.03 of this Ordinance;
3. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater discharge permit application;
4. Falsifying self-monitoring reports and certification statements;
5. Tampering with monitoring equipment;
6. Refusing to allow the General Manager, or their designee, timely access to the facility premises and records;
7. Failure to meet effluent limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a Wastewater survey or the Wastewater discharge permit application; or
12. Violation of any Pretreatment Standard or requirement, or any terms of the Wastewater discharge permit or this Ordinance.

Any violation of the terms and conditions of a Wastewater discharge permit shall be deemed a violation of this Ordinance and subjects the User to the sanctions set out in Articles 6 and 7 of this Ordinance. Obtaining a Wastewater discharge permit does not relieve a User of its obligation to comply with all applicable federal and state Pretreatment Standards or requirements or with any other requirements of federal, state, or local law.

§4.05.9 Self-Monitoring

1. **Monitoring and Analysis to Demonstrate Continued Compliance** – Self-monitoring reports required in this section shall contain the results of sampling and analysis of the User's discharge, including the flow and the nature and concentration, or production and mass where requested by Monterey One Water, of pollutants contained therein which are limited by the applicable national, state

and local Pretreatment Standards and Wastewater discharge permit requirements and which meet all sampling, analysis, and monitoring requirements contained in 40 CFR Part 403.12(g).

2. Notification of Self-Monitoring Violations and Repeat Sampling and Analysis Requirements – If sampling performed by a User indicates a violation, the User shall notify Monterey One Water within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to Monterey One Water within thirty (30) days after becoming aware of the violation.
3. Self-Monitoring Reports – The reports required in this section shall be based upon all data obtained through Monterey One Water-approved self-monitoring sampling and analysis which is performed by the User during the period covered by the report (all monitoring results must be reported). Monterey One Water shall specify the frequency and type of monitoring necessary to assess and assure compliance by Users with applicable national, state and local Pretreatment Standards and requirements.
4. Sample Collection – All Wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
 - a. Except as indicated in §4.05.9(4)(b) and (c) of this Ordinance, the User must collect Wastewater samples using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by Monterey One Water. Where time-proportional composite sampling or grab sampling is authorized by Monterey One Water, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate USEPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by composited procedures as documented in approved USEPA methodologies may be authorized by Monterey One Water, as appropriate. In addition, Grab Samples may be required to show compliance with Instantaneous Limits.
 - b. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection methods.
 - c. For sampling required in support of baseline monitoring and ninety (90)-compliance reports, a minimum of four (4) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, Monterey

One Water may authorize a lower minimum. For periodic compliance reports, the User is required to collect the number of Grab Samples necessary to assess and assure compliance with applicable Pretreatment Standards and requirements.

5. Analytical Requirements – All self-monitoring analyses shall be performed in accordance with procedures established by Monterey One Water pursuant to Section 304(h) of the Act and contained in 40 CFR Part 136 and amendments thereto, or with any other test procedures approved by Monterey One Water. Sampling shall be performed in accordance with the techniques approved by Monterey One Water. Where 40 CFR Part 136 does not include sampling or analytical techniques for the pollutants in question, or where the Monterey One Water determines that 40 CFR Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by Monterey One Water.
6. Reporting of Self-Monitoring Analysis Performed More Frequently Than Required – If a User is subject to self-monitoring reporting requirement(s), any pollutant monitored more frequently than required by Monterey One Water shall include the results of this monitoring in the self-monitoring report.

§4.05.9.1 Monitoring Waiver

Monterey One Water may authorize a User subject to a Pretreatment Standard, including a Categorical Pretreatment Standard, to forego sampling of a pollutant regulated by a Pretreatment Standard if the User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the User. This authorization is subject to the following conditions:

1. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary Wastewater discharged from the facility provided that the sanitary Wastewater is not regulated by an applicable standard and otherwise includes no process Wastewater.
2. The monitoring waiver is only valid for the duration of the effective period of the Wastewater discharge permit, but in no case longer than five (5) years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent Wastewater discharge permit.
3. In making a demonstration that a pollutant is not present, the User must provide data from at least one sampling of the facility's process Wastewater prior to any treatment present at the facility that is representative of all Wastewater from all processes.
4. The request for a monitoring waiver must be signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of this Ordinance and include the certification statement in §4.05.9.1(7) of this Ordinance.
5. Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the USEPA-approved method from 40 CFR Part 136

with the lowest minimum detection level for that pollutant was used in the analysis.

6. Any grant of the monitoring waiver by Monterey One Water must be included as a condition in the User's Wastewater discharge permit. The reasons for supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by Monterey One Water for three (3) years after expiration of the waiver.
7. Upon approval of the monitoring waiver and revision of the User's Wastewater discharge permit by Monterey One Water, the User must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR Part ____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of ____ [list pollutant(s)] in the Wastewaters due to the activities at the facility since the filing of the last periodic report."

8. In the event that a waived pollutant is found to be present or is expected to present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements outlined in its Wastewater discharge permit.
9. This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.

§4.05.10 Record-Keeping Requirements – Any User subject to the reporting requirements established in Article 4 of this Ordinance shall maintain records of all information resulting from any monitoring activities required. Such records shall include for all samples:

1. The date, exact location, method and time of sampling and the name(s) of the person or persons taking the samples;
2. The dates analyses were performed;
3. Who performed the analyses;
4. The analytical techniques/methods used; and
5. The results of such analyses.

Any User subject to reporting requirements shall be required to retain for a minimum of three (3) years any records of monitoring activities and results and shall make such records available for inspection and copying by Monterey One Water. This period of retention shall be extended during the course of any unresolved litigation regarding the User when requested by Monterey One Water.

§4.06 Monitoring Facilities – Users who propose to discharge, or who in the judgment of Monterey One Water could discharge now or in the future, Wastewater with Incompatible Pollutants (see §5.04 of this Ordinance) may be required to install a monitoring facility.

When more than one User discharges into a common building sewer, Monterey One Water may require installation of a separate monitoring facility for each User. Also when, in the judgment of Monterey One Water, there is a significant difference in Wastewater constituents and characteristics produced by different operations of a single User, Monterey One Water may require that separate monitoring facilities be installed for each separate discharge.

Monitoring facilities that are required to be installed shall be constructed, operated, and maintained at the User's expense. The purpose of a facility is to enable inspection, sampling, and/or flow measurement of Wastewaters produced by a User. If sampling or metering equipment is also required by Monterey One Water, it shall be provided, installed, and operated at the User's expense. The monitoring facility will normally be required to be located on the User's premises outside of the building. Monterey One Water may, however, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area with the approval of the public agency having jurisdiction over that street or sidewalk, and located so that it will not be obstructed by landscaping or parked vehicles.

If the monitoring facility is inside the User's fence, there shall be accommodations to allow safe and immediate access for Monterey One Water personnel, such as a gate secured with a Monterey One Water lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the User.

When, in the judgment of Monterey One Water, an existing User requires a monitoring facility, the User will be so notified in writing. Construction must be completed within ninety (90) days following written notification unless a time extension is otherwise granted by Monterey One Water.

§4.07 Inspection and Sampling – Monterey One Water shall inspect the facilities of any User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where Wastewater is created or discharged shall allow Monterey One Water personnel ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. Monterey One Water shall have the right to set up on the User's property such devices as are necessary to conduct sampling or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards, that upon presentation of suitable identification, personnel from Monterey One Water shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

§4.08 Pretreatment – Users shall make Wastewater acceptable under the limitations established herein before discharging into any Community Sewer or to the RTP. Any facilities required to pretreat Wastewater to a level acceptable to Monterey One Water shall be provided and maintained at User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to Monterey One Water for review and approval by Monterey One Water before construction of the facility. The review and approval of such plans and operating

procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by Monterey One Water. Any pretreatment facilities necessary to achieve compliance with all Categorical Pretreatment Standards, Local Limits, and prohibitions of this Ordinance must be provided within the time limitations specified by USEPA, the state, or Monterey One Water, whichever is more stringent.

§4.09 Protection from Accidental Discharge – Each User shall provide protection from accidental discharge of prohibited materials or other Wastes regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the User's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to Monterey One Water for review and approval by Monterey One Water before construction of the facility.

The review and approval of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Ordinance.

§4.10 Confidential Information – All information and data on a User obtained from reports, questionnaires, Wastewater discharge permit applications, Wastewater discharge permit and monitoring programs, and inspections shall be available to the public or any other governmental agency without restriction unless the User specifically requests and is able to demonstrate, to the satisfaction of Monterey One Water, that the release of such information would divulge information, processes or methods which would be detrimental to the User's competitive position.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be available to governmental agencies for use in making studies; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics are not be recognized as confidential information.

Information accepted by Monterey One Water as confidential, shall not be transmitted to any governmental agency or to the general public by Monterey One Water until and unless prior and adequate notification is given to the User.

§4.11 Discharge from Outside Monterey One Water Service Area – Any User located partially or fully outside Monterey One Water's Service Area which seeks to discharge wastewater to the Community Sewer or the POTW shall first request in writing permission to discharge from the General Manager. Upon review and approval of such a request, Monterey One Water may enter a contractual agreement with the User which shall require the User to comply with all local, state, and federal pretreatment regulations as well as any National Categorical Pretreatment Standards yet to be promulgated. The agreement shall also be subject to such terms, conditions, and fees as Monterey One Water finds necessary or appropriate.

§4.12 Special Agreements – Special agreements and arrangements between Monterey One Water and any Users or agencies may be established when in the opinion of Monterey One Water, unusual or extraordinary circumstances compel special terms and conditions. Such agreements shall not, however, exempt the User from complying with any National Categorical Pretreatment Standard.

§4.13 Regulation of Waste Received from Within Monterey One Water Service Area

If a Person or jurisdiction within the Monterey One Water Service Area seeks to contribute Wastewater to the Community Sewer or to the RTP, it shall first request in writing permission to contribute or discharge from the General Manager. Upon review and approval of such a request, Monterey One Water may enter into an agreement with the contributing Person or jurisdiction. Prior to entering into the agreement, Monterey One Water shall request and obtain the following information from the contributing jurisdiction:

1. A description of the quality and volume of Wastewater discharged to the Community Sewer and/or RTP by the contributing Person or jurisdiction;
2. An inventory of all Users located within the contributing jurisdiction or the Person's property that are discharging to the Community Sewer and/or RTP; and
3. Such other information as Monterey One Water may deem necessary.

An agreement shall contain the following conditions:

1. A requirement for the contributing jurisdiction to adopt or the Person to agree to a sewer use ordinance which is at least as stringent as this Ordinance and Local Limits, including required baseline monitoring reports which are at least as stringent as those set out in §4.04.2 of this Ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to Monterey One Water's Ordinance or Local Limits;
2. A requirement for the contributing Person or jurisdiction to submit a revised User inventory on at least an annual basis;
3. A provision specifying which pretreatment implementation activities, including Wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing Person or jurisdiction; which of these activities will be conducted by Monterey One Water; and which of these activities will be conducted jointly by the contributing Person or jurisdiction and Monterey One Water;
4. A requirement for the contributing Person or jurisdiction to provide Monterey One Water with access to all information that the contributing jurisdiction obtains as part of its pretreatment activities;
5. Limits on the nature, quality, and volume of the contributing Person's or jurisdiction's Wastewater at the point where it discharges to the Community Sewer and/or RTP;
6. Requirements for monitoring the contributing Person's jurisdiction's discharge;
7. A provision ensuring Monterey One Water access to the facilities of Users located within the contributing Person's jurisdiction's boundaries for the purpose of

inspection, sampling, and other duties deemed necessary by Monterey One Water;
and

8. A provision specifying remedies available for breach of terms of the agreement.

ARTICLE 5 – WASTEWATER CHARGES AND FEES

§5.01 Schedule of Charges and Fees – A schedule of charges and fees shall be adopted by Monterey One Water, by ordinance or resolution, as permitted by law, which will enable it to comply with the revenue requirements of any grants or loans from local, state, or federal sources, and such charges and fees shall be determined in a manner consistent with regulations of those funding programs.

§5.02 Classification of Users – All Users are to be classified by Monterey One Water either by assigning each one to a "User category" according to the principal activity conducted on the User's premises, by individual User analyzation or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of Wastewater discharges based on Wastewater constituents and characteristics, to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of Monterey One Water's costs.

§5.03 Types of Charges and Fees – The charges and fees as established in Monterey One Water's schedules of charges and fees, may include, but not be limited to:

1. User category charges;
2. Fees for connection to sewer system;
3. Fees for monitoring;
4. Fees for Wastewater discharge permit applications;
5. Appeal fees;
6. Charges and fees based on Wastewater constituents and characteristics to include cost recovery provisions of the Act;
7. Interruptible rate fees; and
8. Annexation fees.

§5.04 Basis for Determination of Charges – The charges and fees established for all Users or categories of Users shall be based upon the measured or estimated constituents and characteristics of the Wastewater discharge of that User or User category which may include, but not be limited to, CBOD, TSS, and volume. The constituents and characteristics may be either measured or estimated, as determined by Monterey One Water. The volume subject to charge shall be determined in accordance with Article 3 of this Ordinance.

§5.05 Basic Minimum Charge – Notwithstanding the provisions of §5.04, in any event the basic charge so determined for Users in the residential category shall constitute the basic minimum charge for all Users, and no User shall be charged less than this amount.

§5.06 Waste Hauler Fee Schedule

§5.06.1 Discharge Fees

There will be a discharge fee assessed to all Waste haulers, which for saline Waste, septic, and chemical toilet pumping trucks shall be based on the permitted capacity of the Waste hauler's truck and/or derived from the certified weight of the load delivered.

Monthly billing statements will be transmitted to the Waste haulers for the number of loads discharged at the RTP. If the Waste hauler does not record a load, it will be considered a violation of this Ordinance.

All billing statements will be transmitted at the end of the month and payment from the Waste haulers shall be due within fifteen (15) days of the billing date, after which it will be deemed delinquent. Delinquent Waste hauler fees may be grounds for termination of the Waste hauler's permit. There shall be a ten (10) percent surcharge assessed to all delinquent fees and any balances over sixty (60) days old shall be subject to a 1.5 percent monthly late charge.

§5.06.2 Waste Hauler Permit Fees

There will be an annual Waste hauler permit fee assessed to all Waste haulers each year. The fee shall be due and payable on January 15th of each calendar year and deemed delinquent on January 31st. Delinquent Waste hauler permit fees shall be grounds for termination of a Waste hauler's permit.

§5.07 Hauled Waste Generator Permit Fees

There will be an annual hauled Waste generator permit fee assessed to all generators of hauled Waste each year. The fee shall be due and payable on January 15th of each calendar year and deemed delinquent on January 31st. Delinquent hauled Waste generator permit fees shall be grounds for termination of a hauled Waste generator's permit.

ARTICLE 6 – ENFORCEMENT

§6.01 Notice of Violation – When Monterey One Water finds that a User has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, Monterey One Water may serve upon that User a written notice of violation. Within fourteen (14) days of receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to Monterey One Water. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after the receipt of the notice of violation. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.02 Consent Orders – Monterey One Water may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as administrative orders issued pursuant to §6.04 and §6.05 of this Ordinance and shall be judicially enforceable. Issuance of a consent order shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.03 Show Cause Hearing – Monterey One Water may order a User which has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, to appear before the General Manager, or their designee, and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the User.

§6.04 Compliance Order – When Monterey One Water finds that the User has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, Monterey One Water may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may contain other requirements to address noncompliance, including additional self-monitoring and BMPs designed to minimize the amount of pollutants discharged to the Community Sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

§6.05 Cease and Desist Orders – When Monterey One Water finds that a discharge of Wastewater has taken place, in violation of prohibitions or limitations of this Ordinance, or the provisions of a Wastewater discharge permit, Monterey One Water may issue an order to cease

and desist, and direct the User not complying with such prohibitions, limits, requirements, or provisions to:

1. Comply forthwith;
2. Comply in accordance with a time schedule set forth by Monterey One Water; or
3. Take appropriate remedial or preventive action in the event of a threatened violation.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.06 Administrative Fines – When the Director finds that a User has violated, or has continued to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, the Director may assess an administrative fine on such User. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term discharge limits, fines shall be assessed for each day during the period of violation.

A User not paying a duly assessed fine within the date specified in the issued notice of the fine shall be assessed a penalty, and interest (at the maximum legal rate) shall accrue on the total of the fine plus penalty as of the date of User's receipt of the penalty notice.

By ordinance or resolution the Monterey One Water Board shall adopt a schedule of fines, penalties and payment deadlines, to enable the Director to carry out the requirements of this Section 6.06.

A User assessed a fine and/or penalties may file a written request for Director's reconsideration, to be accompanied by full payment of fines and/or penalties then due, within 10 days following such assessment. By ordinance or resolution Monterey One Water shall adopt procedures for Director's reconsideration, notices, hearings where required, and other procedural matters including placement of liens on User property.

§6.07 Harmful Contributions – Monterey One Water may immediately suspend the Wastewater treatment service and/or Wastewater discharge permit when such suspension is necessary, in the opinion of Monterey One Water, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of the public or to the environment, causes Interference to the Community Sewer or RTP, or causes Monterey One Water to violate any condition of its applicable discharge permits.

Any User notified of a suspension of the Wastewater treatment service and/or the Wastewater discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, Monterey One Water shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the Community Sewer or RTP or endangerment to any individuals. Monterey One Water shall reinstate the Wastewater discharge permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. This proof shall be submitted to Monterey One Water within fifteen (15) days of the date of occurrence.

§6.08 Appeals – Any User, Wastewater discharge permit applicant, or Wastewater discharge permit holder affected by any decision, action, or determination made by Monterey One Water, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with Monterey One Water a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the User's request for reconsideration.

If the ruling made by Monterey One Water is unsatisfactory to the User requesting reconsideration, the User may within ten (10) days after notification of Monterey One Water action, file a written appeal to the Monterey One Water Board of Directors. The written appeal shall be heard by the Board of Directors within thirty (30) days from the date of filing. The Board of Directors shall make a final ruling on the appeal within fifteen (15) days of the close of the meeting. The General Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

§6.09 Enforcement Response Plan – The General Manager, or their designee, is authorized and directed to prescribe regulations necessary to implement Articles 6 and 7 of this Ordinance and a Pretreatment Enforcement and Response Plan (ERP) as required by and in compliance with state and federal law and regulations. The ERP and any changes thereto shall be effective upon approval by resolution of the Board of Directors. Any enforcement measure or procedure contained in Articles 6 and 7 of this Ordinance and the ERP shall be considered to be complimentary and cumulative and not exclusive of any other enforcement measure or procedure and Monterey One Water may pursue any one or all of such measures or any other remedy or relief which may be provided for by law.

§6.11 Publishing of Dischargers in Significant Non-Compliance – Monterey One Water will provide annual public notification in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by Monterey One Water of Users which at any time during the previous twelve (12) months were in Significant Non-Compliance with applicable pretreatment requirements as defined in 40 CFR Part 403.8(f)(2)(viii) and §1.03(53) of this Ordinance.

ARTICLE 7 – ABATEMENT

§7.01 Public Nuisance – Discharge of Wastewater in any manner in violation of this Ordinance or of any order issued by Monterey One Water as authorized by this Ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by Monterey One Water. Any person creating a public nuisance shall be subject to provisions of Monterey One Water codes or ordinances governing such nuisance.

§7.02 Injunction – Whenever a discharge of Wastewater is in violation of the provisions of this Ordinance or otherwise causes or threatens to cause a condition of Contamination, pollution or nuisance, Monterey One Water may petition the Superior Court of Monterey County for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge. A petition for an injunction shall not be a bar against, or a prerequisite for, taking any other action against a User.

§7.03 Damage to Facilities – When a discharge of wastes causes an obstruction, damage, or any other impairment to Monterey One Water facilities, Monterey One Water may assess a charge against the User for the work required to clean or repair the facility and add such charge to the User's sewer service charge.

§7.04 Correction of Violations; Collection of Costs; Injunction – In order to enforce the provision of this Ordinance, Monterey One Water may correct any violation hereof. The cost of such correction may be added to any sewer service charge payable by the person violating the Ordinance or the owner or tenant of the property upon which the violation occurred, and Monterey One Water shall have such remedies for the collection of such costs as it has for the collections of sewer service charges. Monterey One Water may also petition the Superior Court of Monterey County for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Ordinance.

§7.05 Civil Liabilities and Penalties – Any User who intentionally or negligently violates any provision of this Ordinance, requirements, or conditions set forth in a Wastewater discharge permit duly issued, or who discharges Wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, including non-discharge Pretreatment Standards, shall be liable to injunctive relief for non-compliance imposed by Monterey One Water for a maximum civil penalty of ten thousand dollars (\$10,000) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation. Monterey One Water may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including inspection, sampling, and monitoring expenses, and the cost of any actual damage incurred by Monterey One Water or its Member Entities.

Monterey One Water may petition the Superior Court of Monterey County to impose, assess and recover such sums. In determining such amount the court shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

§7.06 Falsifying of Information – Any User who knowingly makes any false statements, representation record, report, plan or other document filed with Monterey One Water, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, is hereby declared to be in violation of this Ordinance, and subject to the civil liabilities imposed under §7.05 of this Ordinance.

§7.07 Emergency Suspensions

Monterey One Water may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. Monterey One Water may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the RTP, or which presents, or may present, an endangerment to the environment.

1. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event a User's failure to comply voluntarily with the suspension order, Monterey One Water may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Community Sewer or RTP, its receiving stream, or endangerment to any persons. Monterey One Water may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the General Manager that the period of endangerment has passed, unless termination proceedings in §7.08 of this Ordinance are initiated against the User.
2. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to Monterey One Water prior to the date of any show cause or termination hearing under §6.03 or §7.08 of this Ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

§7.08 Termination of Service – In order to effect its powers, Monterey One Water may enter upon private property for the purpose of inspection and maintenance of sanitary and Waste disposal facilities and may terminate service to property in which a violation of any rule, regulation, or this Ordinance is found to exist, including, but not limited to:

1. Violation of Wastewater discharge permit conditions;
2. Failure to accurately report the Wastewater constituents and characteristics of the discharge;
3. Failure to report significant changes in operations or Wastewater volume, constituents, and characteristics prior to discharge;

4. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
5. Violation of Pretreatment Standards in Article 2 of this Ordinance.

Prior to termination of service, however, the Monterey One Water Board of Directors shall notify, in writing, the owner and tenant, if any, of such property that service is intended to be so terminated and conduct a hearing thereon as herein provided. Such notice shall be mailed to the owner at the address shown on the records of the Assessor of the County, or as known to Monterey One Water, and a copy shall be delivered to the tenant or posted conspicuously on the property. The notice shall state the date of proposed termination of service and the reasons therefore and the date the Monterey One Water Board of Directors shall hold a hearing upon such intended termination. Such a hearing shall not be held less than ten (10) days subsequent to the giving of the notice as herein required.

§7.09 Criminal Prosecution

1. A User who willfully or negligently violates any provision of this Ordinance, Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, or who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, Wastewater discharge permit or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or through method shall, upon conviction, be guilty of a misdemeanor. Punishment for conviction shall be as set forth in Sections 19, 19.2, and 19.3 of the California Penal Code.
2. In the event of a second conviction, a User shall be punished by a fine of not more than the maximum allowable under state law per violation per day or imprisonment, or both.

§7.10 Remedies Nonexclusive

The remedies provided for this Ordinance are not exclusive. Monterey One Water may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with Monterey One Water's ERP. However, Monterey One Water may take other action against any User when the circumstances warrant. Further, Monterey One Water is empowered to take more than one enforcement action against any noncompliant User as necessary.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

§8.01 Severability – If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any User or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The Monterey One Water Board of Directors hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

§8.02 Repeal of Conflicting Ordinances – Ordinances No. 92-02, 93-03, 2000-01, 2008-01, and 2015-01 hereby are repealed. Further, in the event of conflict between this Ordinance and other ordinances, rules and regulations of Monterey One Water adopted prior to this Ordinance, the provisions of this Ordinance shall prevail.

§8.03 Publication of Ordinance – Within fifteen (15) days after the passage of this Ordinance, the Monterey One Water General Manager/Secretary shall cause it to be published at least once in a newspaper of general circulation published and circulated within Monterey County.

The foregoing Ordinance was introduced at a regular meeting of the Board of Directors of the Monterey One Water and was passed and adopted on August 26, 2019 by the following vote:

Effective Date – This Ordinance shall take effect and be in force thirty (30) days from and after the final passage and adoption hereof.

AYES: STEFANI, CARBONE, PHILLIPS, GAGLIOTI, MOORE, WILLIAMSON,
SMITH, DE LA ROSA, KISPERSKY

NOES: NONE

ABSENT: GRIER



Ron Stefani, Board Chair
Board of Directors

ATTEST:



Paul A. Sciuto, General Manager
Secretary to Board of Directors

(Note: The following form shall be used in case a bond accompanies bid :)

KNOW ALL MEN BY THESE PRESENTS:

THAT K.J. WOODS CONSTRUCTION, INC., hereinafter called Principal, and HARTFORD FIRE INSURANCE COMPANY, hereinafter called the Surety, are jointly and severally held and firmly bound unto the SEASIDE COUNTY SANITATION DISTRICT, hereinafter called District, in the penal sum of ten percent (10%) of the total amount of the Bid of Principal for the Work of constructing the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**. This sum not to exceed TEN PERCENT (10%) OF TOTAL BID AMOUNT Dollars (\$ 10%) lawful money of the United States of America, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the total amount Bid by Principal for Work which is awarded to Principal by the District.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled **DEL MONTE BOULEVARD SEWER LINE UPGRADE**.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Invitation to Bid enters into, executes and delivers to the District an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said agreement in the time stated in the Bid or should fail or refuse to furnish a Performance Bond and Payment Bond in the time stated in the Bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 11TH day of FEBRUARY, 2020.

K.J. WOODS CONSTRUCTION, INC.

Principal

By: 

Signature KIERAN J. WOODS, PRESIDENT

HARTFORD FIRE INSURANCE COMPANY

Surety

By: 

Signature (Attach Notarial Acknowledgment of Surety) ROBERT W. BABCOCK
ATTORNEY-IN-FACT

6600 KOLL CENTER PARKWAY, #150, PLEASANTON, CA 94566

(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)

END SECTION 00 43 13

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

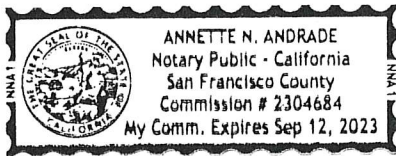
State of California

County of San Francisco

On 2/20/20 before me, Annette Nicole Andrade
Date Here Insert Name and Title of the Officer

personally appeared Kieran J. Woods
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 2/11/20 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kieran Woods

☒ Corporate Officer – Title(s): President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: RW BABCOCK INS BROKERAGE INC

Agency Code: 57-151716

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Robert W. Babcock, Sheri Cooper, Mollie Whalen, Keli Wheatley of PLEASANTON, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of FEBRUARY 11, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

ACKNOWLEDGMENT

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

State of California
County of Alameda)

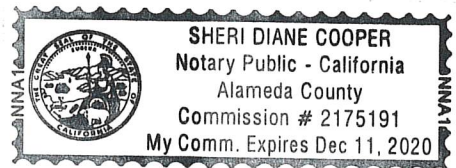
On FEBRUARY 11, 2020 before me, SHERI DIANE COOPER, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



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**PROJECT MANUAL FOR THE CONSTRUCTION OF
DEL MONTE BOULEVARD SEWER LINE UPGRADE
VOLUME 1A**

***PROCUREMENT AND CONTRACTING
REQUIREMENTS***



Prepared for
SEASIDE COUNTY SANITATION DISTRICT
Department of Public Works

January 17, 2020

A handwritten signature in blue ink, appearing to read "Scott Ottmar", is written over a horizontal line.

Approved by: Scott Ottmar, P.E
District Engineer

Prepared by
WALLACE GROUP
612 CLARION COURT, SAN LUIS OBISPO, CA 93401 • 805-544-4011

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PROCUREMENT REQUIREMENTS

DOCUMENT 00 11 16

INVITATION TO BID

I. RECEIPT AND OPENING OF BIDS.

- A. Sealed Bids will be received by the SEASIDE COUNTY SANITATION DISTRICT (District), District Engineer – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, **until 3:00 P.M. on Friday, February 21, 2020** for the construction of the Work entitled:

**SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE**

- B. Bids will be publicly opened and read aloud at the place and time stated above. Bidders are invited to be present.
- C. The work is to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, skills, and all other items and facilities necessary for the construction completion of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**.

II. INQUIRIES ABOUT THE PROJECT AND SECURING BID DOCUMENTS:

- A. The SEASIDE COUNTY SANITATION DISTRICT will be the Owner of the Project. The firm of Wallace Group will provide Construction Phase Engineering Services for the Owner. Inquiries about the project and the Contract Documents shall be directed to **Jason Caprio, P.E.**, of Harris & Associates, and all requests to examine or purchase the Contract Documents are to be directed to:

Harris & Associates
Owner's Representative
450 Lincoln Avenue, Suite 103
Salinas, CA 993901
Attn: Jason Caprio, PE
email: Jason.caprio@weareharris.com
Telephone: (619) 814-9507
Telephone: (661) 319-9251 (Cell)

- B. The Contract Documents, **dated January 17, 2020**, for this project consist of three (3) volumes: Project Manual Volume IA, which contains Procurement Requirements and Contracting Requirements; Project Manual Volume 1B - Specification documents; and Volume II - Project Drawings. Bidders may examine and/or purchase the Contract Documents at the address stated in Paragraph A above. Contact Jason Caprio to order hard copies of the Contract Documents and for pricing to obtain documents.

INVITATION TO BID

00 11 16 - 1

- III. CONTRACT TIME. The Contract Time for **Substantial Completion** of all the Work is established at one hundred eighty **(180) consecutive calendar days** beginning with the date of the Notification to Proceed (NTP) from the Owner.

The Contract Time for **Final Completion** is established at **thirty (30) consecutive calendar days** following and beginning with the date of certification of Substantial Completion of the Work.

- IV. LIQUIDATED DAMAGES. The fixed liquidated damages amount is hereby established as Three Thousand Dollars (\$3,000) for each calendar day of unauthorized delay in substantial completion and final completion of the Work. The liquidated damages for final completion will not be cumulative to those for substantial completion.

- V. BIDS. Bidders must comply with and agree to all instructions and requirements in this Invitation to Bid and in the Instructions to Bidders, including post-bidding procedures.

- A. All Bids shall be submitted on the prescribed Bid Form. Sealed bids shall be addressed to "SEASIDE COUNTY SANITATION DISTRICT," and labeled "**Bid for Construction - DEL MONTE BOULEVARD SEWER LINE UPGRADE**".
- B. Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent (10%) of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Requests for interpretation of the Contract Documents shall be submitted in writing to the Engineer not later than the 10th day preceding the date set for the receipt of Bids.
- D. No Addendum will be issued to Bidders after the 5th day preceding the date set for the receipt of Bids.
- E. No Bid or bid security may be withdrawn for ninety (90) calendar days after the date Bids are received.
- F. If the Contract is awarded, the Owner will provide the successful Bidder a Notice of Award within ninety (90) calendar days from the date of bid opening. The successful Bidder shall execute the Contract within ten (10) working days after the date of the Notice of Award.
- G. The successful Bidder shall furnish a Performance Bond and a Payment Bond, each in an amount equal to the Contract Price, before execution of the Contract Agreement.
- H. The successful Bidder shall furnish insurance in accordance with the Contract Documents before execution of the Contract Agreement.

INVITATION TO BID

00 11 16 - 2

- I. The Owner may withhold issuance of the Notice to Proceed for a period not to exceed thirty (30) calendar days after the date the Contract Agreement is executed.
- J. The Contractor shall start the Work within ten (10) working days after the date of the Notice to Proceed.
- K. A **non-mandatory** pre-bidding conference will be held at 10:00 AM local time, on **Wednesday, February 5, 2020, 10 am PST** in the City of Seaside Council Chamber located at, 440 Harcourt Avenue, Seaside CA 93955, to answer bidders' questions regarding the Contract Documents. Bidders are highly recommended to attend the pre-bidding conference. Any changes, additions, or deletions resulting from this pre-bidding conference will be addressed in an addendum to the Contract Documents.
- L. A site-visit tour will be conducted immediately following the pre-bidding conference starting from the SEASIDE COUNTY SANITATION DISTRICT office.

VI. APPROVAL. This Notice is approved and authorized by the Board of Directors of the SEASIDE COUNTY SANITATION DISTRICT.

January 17, 2020

Date



Scott Ottmar, P.E., District Engineer

SEASIDE COUNTY SANITATION DISTRICT

END OF SECTION 00 11 16

INVITATION TO BID

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INVITATION TO BID

00 11 16 - 4

INSTRUCTIONS TO BIDDERS

IB-01 GENERAL. The Contract Documents will be available for examination without charge, and copies may be secured in accordance with the Invitation to Bid. Terms used in the Bidding Requirements shall have the meanings defined in the Conditions of the Contract.

IB-02 EXAMINATION BY BIDDERS. At Bidder's own expense and prior to submitting the Bid, each Bidder shall (a) examine the Contract Documents, (b) visit the site and determine the local conditions which in any way affect the performance of the Work including the prevailing wages and other pertaining cost factors, (c) familiarize him(her)self with all Federal, State and local laws, ordinances, permits, rules, regulations and codes affecting the performance of the Work including the cost of permits and licenses required for the Work, (d) make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where Work is to be performed, as Bidder may deem necessary for performance of the Work at Bidder's Bid price within the terms of the Contract Documents, (e) determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided, and (f) correlate Bidder's observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions, as they are believed to exist, and the surveys, investigations, and other data which have been used in the design of the Work. Neither the District nor the Engineer shall be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the Bidder's examination or during the progress of the Work. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this Article IB-02.

IB-03 QUALIFICATIONS OF BIDDERS.

- A. Bidders on this work shall possess, at the time of the Bid of the Contract, a valid Class A Contractor's license issued by the California Contractor's State License Board. All Subcontractors desiring to bid on this Work shall similarly possess a license appropriate for the work they will be performing.
- B. No person, organization, or corporation is allowed to make, submit, or be interested in more than one (1) Bid for the Work of this Contract unless in a sub-contractual relationship with respect to the Bids or unless Alternative Bids are required. A person, organization, or corporation submitting sub-proposals or quoting prices on materials to Bidders is not prevented from submitting a Bid for the entire Work.
- C. The District may require any Bidder to furnish a written statement as to the Bidder's experience, financial responsibility, technical ability, equipment, and references. Bidders shall be experienced, to the satisfaction of the District, in the construction of work of the type and magnitude described in these Contract Documents, and shall have a proven history of successfully undertaking such Work.

Instructions to Bidders

00 21 13 - 1

IB-04 PREPARATION AND SUBMISSION OF BIDS.

- A. Bids shall be submitted on the Bid Form bound herein, or exact duplicates. All bid items and statements shall be properly filled out in accordance with these Instructions, the Invitation to Bid, and **Section 01 20 00, Price and Payment Procedures**, of these Specifications. Numbers shall be stated both in words and in figures where so indicated, and the signatures of all persons signing shall be in longhand. Where there is a conflict in the words and the figures, the words will govern.
- B. Prices, wording, and notations must be in **ink or typewritten**. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto, and must be initialed in ink by the person or persons signing the Bid.
- C. The phraseology of the Bid must not be changed, and no additions shall be made to items mentioned therein. Conditions, limitations, or provisions attached to a proposed bid will cause its rejection.
- D. Bids shall not contain any recapitulation of the Work. Alternative Bids will not be received or considered unless required by the Contract Documents. No oral or telephonic bids or modifications will be considered. Any Bidder may modify his Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the District prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification, so that the final price or term will not be known by the District until the sealed bid is opened.
- E. Each Bid shall be accompanied by the prescribed Bid Security and other required documents.
- F. Delivery of Bids shall comply with the Invitation to Bid as to place, date, and time. Bids and Bid Security shall be enclosed in a sealed opaque envelope bearing the title of the Work and the name of the Bidder.
- G. In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture naming the individual who shall be the agent of the joint venture, shall sign all necessary documents for the joint venture, and should the joint venture be the successful Bidder shall act in all matters relative to the Contract resulting therefrom for the joint venture.

IB-05 WITHDRAWAL OF BIDS. Any Bidder may withdraw his Bid and Bid Security prior to the date and time set for the receipt of Bids, either in person or by written notice delivered to the District before said date and time. Thereafter, no Bid or Bid Security may be withdrawn for the period of time stated in the Invitation to Bid.

Instructions to Bidders

00 21 13 - 2

IB-06 BID SECURITY. Each Bid shall be accompanied by a Bid Security in the form of a certified check, a bank cashier's check, or a Surety Bid Bond. Checks or Bid Bond shall be made payable to the District. The Bid Bond and surety thereon shall comply with the requirements for Bonds in the General Conditions. The Bid Security will be held by the District as a guarantee that the Bidder, if awarded the Contract, will enter into the Contract Agreement in good faith and furnish the required Bonds and proof of Insurance. Each Bidder hereby agrees that, in case of Bidder's refusal or failure to execute the Contract Agreement if awarded to him and to furnish the Bonds within the time required by the Contract Documents, the Bid Security and the monies represented thereby shall remain the property of the District as compensation for damages the District may suffer by reason of such failure or refusal, not exceeding the amount of the Bid Security. Any Bid not accompanied by a Bid Security may be rejected. The Bid Security shall be in an amount not less than that stated in the Invitation to Bid. Bid Bonds shall be in the exact form shown in the Bidding Requirements.

IB-07 INTERPRETATIONS.

- A. Should any Bidder find discrepancies in or omissions from the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the Bidder shall at once submit a written request for correction, clarification, or interpretation. Such requests shall be submitted not later than the time stated in the Invitation to Bid.
- B. If the District or the Engineer determines the Contract Documents require changes, correction, clarification, or interpretation prior to the receipt of Bids, an appropriate Addendum will be issued.
- C. The District, the Engineer, and their officers, employees, and agents will not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the Contract Documents given to Bidders during the bidding period in any manner other than written Addendum.

IB-08 REQUESTS FOR SUBSTITUTIONS OR EQUALS. References in the Contract Documents to any material, item of equipment, or type of construction by manufacturer's name, make, catalog number, or other proprietary identification shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Bids shall be based on the products or types of construction so referred to and identified in the Contract Documents, or on substitute or equal items approved by the District or the Engineer prior to the receipt of Bids. Bidders wishing to propose substitute or equal materials, equipment items, or types of construction shall submit a written request fully and technically describing each proposed item and its intended use. Manufacturers and suppliers may informally seek approval of their products directly from the District or the Engineer. Bidders will be notified of approved substitute or equal items by Addendum only. All such requests shall be submitted within the time limit stated in the Invitation to Bid and in the Supplementary Conditions.

IB-09 SUBCONTRACTOR LIST. Each Bidder shall list in the spaces provided in the Bid Form: (1) the name and business address of each Subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work, if the value of such subcontracted portion **exceeds one-half of one percent (0.5%)** of the Bidder's total aggregate Bid amount, and (2) the portion of the Work to be performed by each proposed Subcontractor. Only one (1) Subcontractor shall be listed for each portion of the Work so defined by the Bidder. Proposed Subcontractors must be licensed according to the State and jurisdiction where the Work is located. No change may be made to the listing after receipt of Bids without the written consent of the District. **The bidder shall furnish and install with bidder's own 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.**

IB-10 ADDENDA.

- A. Full consideration shall be given to all Addenda in the preparation of Bids, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.
- B. The District or the Engineer may issue Addenda to advise Bidders of changed requirements. Such Addenda may modify previously issued Addenda.
- C. No Addendum will be issued after the time stated in the Invitation to Bid.

IB-11 AWARD.

- A. Award of the Contract or the rejection of Bids will be made during the time period stated in the Invitation to Bid that Bidders may not withdraw Bids.
- B. The Contract for the Work, if awarded, will be awarded to the eligible Bidder submitting the lowest responsive responsible Bid complying with these Instructions to Bidders, the Invitation to Bid, and other bidding requirements in the Bidding Documents. By submitting a Bid, each Bidder agrees and consents that the District, in determining the successful Bidder and Bidder's eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the Work.
- C. After all Contract contingencies are satisfied and the Notice of Award is issued, the successful Bidder shall execute the Contract Agreement within the time limit stated in the Invitation to Bid and shall furnish the Bonds and Proof of Insurance as required herein. The Contract Agreement shall be executed in the form stipulated by the District. A copy of the required form is included in the Contracting Forms Section of Volume IA of the Contract Documents.

Instructions to Bidders

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- D. If a Bidder receiving a Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bonds and proof of Insurance as required herein, the District may annul the award and declare the Bid Security forfeited, and may issue an award to the next lowest responsive responsible Bidder or may reject all Bids and re-advertise the project.
- E. A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the office signing the Contract Agreement and Bonds for the corporation is duly authorized to do so.

IB-12 BONDS.

- A. The successful Bidder shall furnish to the District 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 District at the time and place the Contract Agreement is executed unless otherwise provided in the Contract Documents or otherwise approved in writing by the District. Bonds shall conform exactly to the forms included in the Contracting Forms Section of Volume IA of the Contract Documents.
- B. Failure to execute the bonds within the time specified shall allow the District 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 District.
- C. The Performance and Payment Bond(s) may be either a single bond or a separate Performance Bond and a Separate Payment (labor and materials) Bond. If a single bond is used, it must be in the amount of two hundred percent (200%) of the Total Bid, and if separate Bonds are used, each must be for one hundred percent (100%) of the Total Bid. The Bond covering payment must comply with Section 3248 of the California Civil Code.
- D. All bonds and endorsements thereto to be submitted pursuant to the terms of the Contract Documents must be written and issued by a company having a minimum of an "A" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A. M. Best Company, Oldwick, New Jersey 08858.

IB-13 RIGHTS RESERVED. The District reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid, to have performed the entire Work defined by the Contract Documents or such parts of said Work as the District may elect, to combine various alternative bids and bid items within a Bid, and to accept or reject one or more separately scheduled bid items within a Bid. The District further reserves the right to withhold issuance of the Notice to Proceed, after execution of the Contract Agreement, for the period of time stated in the Invitation to Bid and no additional payment will be made to the successful Bidder on account of such withholding.

Instructions to Bidders

00 21 13 - 5

- IB-14 LOCAL WAGE RATES. The District has obtained and attached to the Supplementary Conditions the current Prevailing Rate Determination for per diem wages, including wages for overtime and holiday work, for each craft or type of workman needed in the execution of the Work as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Sections 1170, 1773 and 1773.1. Said Determination is periodically modified and updated by the Director of Industrial Relations. The wage rates set forth in said Determination and any subsequent updates issued by the Director of Industrial Relations shall be the minimum wage rates paid to workers employed for the Work. Copies of the Prevailing Wage Determination shall be posted at the jobsite by the successful bidding Contractor, and thereafter Contractor shall be responsible for obtaining and posting all applicable current updates to said Prevailing Rate Determination as the Work progresses. Any changes in the Prevailing Rate Determination during the course of the Work, however, shall not affect the Contract Price.
- IB-15 SEPARATE BID PRICES FOR EXCAVATION SAFETY MEASURES. The requirements of Sections 6705 and 6707 of the California Labor Code apply to this Project. Accordingly, each Bidder shall state in the Bid the lump sum bid price or prices for providing shoring, sheeting, bracing, and other safety measures for all excavations 5 feet or more in depth. Before any work is commenced, the Contractor shall secure and pay for the excavation permit required by the California Division of Occupational Safety and Health, and shall furnish the District with a copy thereof prior to commencing any excavation.

END SECTION 00 21 13

Instructions to Bidders

00 21 13 - 6

DOCUMENT 00 41 00

BID FORM

Seaside County Sanitation District
District Engineer – Administrative Services
440 Harcourt Avenue
Seaside, CA 93955

To Whom It May Concern:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE** as specifically set forth in the Contract Documents:

Volume IA Procurement and Contracting Requirements

Volume 1B Specification Documents

Volume II Drawings

and undersigned further proposes and agrees that, if this Bid is accepted, undersigned will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work to accomplish **Substantial Completion** in strict conformity therewith within the time limit specified in Article III, Invitation to Bid, and that undersigned will accept as full payment therefor the fixed price set forth in the following Bid Schedule forming a part hereof.

A Cashiers check or Certified check or Bid Bond properly made payable to Seaside County Sanitation District, hereinafter designated as the District, for the sum of _____ Dollars (\$ _____), which amount is not less than ten percent (10%) of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds and certificates if awarded the Contract. The undersigned acknowledges and agrees that if the undersigned fails to execute the Contract Agreement or fails to furnish the required bonds and certificates within the time provided in the Contract Documents, the proceeds of all Bid Security shall be forfeited to the District and any Bid Bond surety's liability to the District for forfeiture of the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents including all additions, deletions, modifications, appendices and addenda as prepared prior to the date of bid opening.
2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself as to the nature and location of the Work and has fully informed himself as

Bid Form
00 41 00 - 1

to all conditions and matters which can in any way affect the Work or the cost thereof;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and he further understands that the District will in no way be responsible for any errors or omissions in the preparation of this Bid;
4. The undersigned will execute the Contract Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after notice to him of acceptance of his Bid by the District. The undersigned agrees that this bid may not be withdrawn for a period specified in Article V.E of the Invitation to Bid, unless otherwise required by law. The undersigned Bidder further agrees that if he withdraws his Bid within said period of time, the undersigned shall be liable to the District under the Bid Security provisions of the Contract Documents, or the undersigned and his surety shall be liable under the Bid Bond, as the case may be. The attached Bid Bond or checks will be returned after the successful Bidder has executed the Contract Agreement and has furnished to the District all required additional bonds and proofs of insurance coverage.
5. The undersigned Bidder further agrees that if undersigned shall fail to complete the Work within the Contract Time and any authorized extension thereof, undersigned shall pay liquidated damages to the District in the amount stated in the Invitation to Bid for each calendar day of unauthorized delay in completion of the Work until the Work is completed.
6. The undersigned hereby certifies that this proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on the behalf of, any persons not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder, person, or entity to submit a sham Bid or to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for undersigned an advantage over any other Bidder.
7. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

“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 before commencing the performance of the work of this contract.”
8. In compliance with the provisions of Sections 4100 through 4107 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the

Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that if undersigned fails to specify a Subcontractor for any portion of the Work, undersigned shall be deemed to have agreed to perform such portion himself/herself and that undersigned shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed fifty percent (50%) of total contract price in accordance with the provisions of Instructions to Bidders.

9. Nondiscrimination in Employment. The undersigned hereby states that he _____ previously performed work subject to the provisions of the President's Executive Order No. 11246 relative to nondiscrimination in employment.

NOTE: Bidder shall insert "has" or "has not" as applicable in the above statement.

10. Receipt is hereby acknowledged of addenda number(s) _____ through _____;
11. The undersigned, as bidder, declares that our valid California Contractor's license number is _____, Class _____ and that the representations made in this Bid are made under penalty of perjury.

NOW: In compliance with the Invitation to Bid and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of contract is made.

Individual Contractor Name: _____

Address: _____

Bid Form
00 41 00 - 3

Partnership

Name: _____

Business Address: _____

By: _____, Partner

Other Partners: _____

Corporation

Name: _____

Business Address: _____

By: _____, President

_____, Secretary

Organized under the laws of the State of _____

Date: _____

Contractor: _____

(Seal)

By: _____

BID SCHEDULE
For
DEL MONTE BOULEVARD SEWER LINE UPGRADE

Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
1	Mobilization/Demobilization	LS	1		
2	Construction Survey	LS	1		
3	Storm Water Pollution Control/SWPPP	LS	1		
4	Sheeting, Shoring and Bracing	LS	1		
5	Sanitary Sewer Bypassing	LS	1		
6	Traffic Control	LS	1		
7	15" Replace Existing Gravity Sewer- 15' Depth and Shallower	LF	1,002		
8	15" New Gravity Sewer- 15' Depth and Shallower	LF	836		
9	15" Replace Existing Gravity Sewer - 15' Depth and Deeper	LF	414		
10	15" New Gravity Sewer - 15' Depth and Deeper	LF	996		
11	12" Gravity Sewer	LF	42		
12	10" Gravity Sewer	LS	1		
13	Abandon Existing Gravity Sewer and MHs	LS	1		
14	Extend Existing Sewer Laterals to New Gravity Sewer	EA	16		
15	48" Gravity Sewer Manhole	EA	8		
16	Remove Existing Sewer MH and Replace with New 48" Gravity Sewer MH	EA	11		
17	48" Gravity Sewer Drop Manhole	EA	4		
18	Sewer MH Flow Monitoring Device	EA	2	-	-
19	8" Gravity Sewer/Replace Existing - 15' Depth and Shallower	LF	646		
20	8" Gravity Sewer/Replace Existing - 15' Depth and Deeper	LF	254		
21	Abandon Tioga Lift Station Wetwell and Force Main	LS	1		
22	Slurry Seal Tioga Avenue	SY	3,471		
23	Slurry Seal Del Monte Boulevard	SY	10,307		
TOTAL BASE BID					
TOTAL BASE BID (in words)					

END BID SCHEDULE

Bid Form
00 41 00 - 5

LIST OF MATERIAL AND EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that the District may consider this bid incomplete unless the bidder names a manufacturer for each item of equipment or material in the following list. Not more than one (1) manufacturer shall be named for each item of equipment or material. The undersigned Bidder hereby agrees that, after submission of this Bid, he will not make any change in the following list of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment or material unless such change, award, or agreement is first approved in writing by the District according to the provisions of the Contract Documents pertaining to substitutions and equals. The manufacturers named below produce the listed items of equipment or material that comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying equipment or material of the manufacturer respectively named in the following list. If the District determines that any listed manufacturer does not produce equipment or material that complies with the Contract Documents, the Contractor will be required to furnish such equipment and/or material from a different approved manufacturer at no increase in cost to the District.

SCHEDULE OF MANUFACTURERS

Item Description	Manufacturer

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information for each Subcontractor performing more than one-half of one percent (0.5%) of the Total Base Bid. Do not list alternative subcontractors for the same work.

[illegible]

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: _____

Name of Individual Contractor (Print or Type): _____

Signature of District: _____

Business Address and Telephone Number: _____

Name of Firm: _____

Business Address and Telephone Number: _____

Signature, title, and address of members signing on behalf of the partnership: _____

Name: _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Or

Name of Corporation _____

Business Address and Telephone Number _____

Corporation organized under the laws of the State of _____

Signature of President of Corporation

Signature of Secretary of Corporation

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his outline the number, size, types and final costs of all similar type projects constructed in the past three (3) years. The Bidder shall also provide the name and telephone number of the responsible individual for the project owner (agency or entity) for whom the work was performed. If the work was performed as a subcontractor, do not reference the general contractor. The Bidder shall also provide the name, work resume and qualifications for the individual who will be the job superintendent during the performance of this contract. The Bidder shall not reassign the designated superintendent without prior approval of the District. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

[illegible]

Packet Page 153

The following outline is a list of principal equipment that the undersigned Bidder owns and has available for use on construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Bid Form
00 41 00 - 10

DOCUMENT 00 43 13

BID SECURITY FORM

(Check to accompany Bid)

(Note: The following form shall be used in case check accompanies Bid :)

Accompanying this proposal is a *(Certified) *(Cashier's) check payable to the order of SEASIDE COUNTY SANITATION DISTRICT, hereinafter referred to as "District," for _____ Dollars (\$

_____), this amount being not less than ten percent (10%) of the total amount of the Bid. The proceeds of this check shall become the property of said District provided this proposal shall be accepted by the said District through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the District if the undersigned shall withdraw his/her bid within the period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

* Delete the inapplicable word

(NOTE: If the Bidder desires to use a guaranty bond instead of a check, the Bid Guaranty Bond Form on the following page shall be executed -- the sum of this bond shall be not less than 10 percent of the total amount of this Bid.)

(Note: The following form shall be used in case a bond accompanies bid :)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the SEASIDE COUNTY SANITATION DISTRICT, hereinafter called District, in the penal sum of ten percent (10%) of the total amount of the Bid of Principal for the Work of constructing the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**. This sum not to exceed _____ Dollars (\$ _____) lawful money of the United States of America, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the total amount Bid by Principal for Work which is awarded to Principal by the District.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled **DEL MONTE BOULEVARD SEWER LINE UPGRADE**.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Invitation to Bid enters into, executes and delivers to the District an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said agreement in the time stated in the Bid or should fail or refuse to furnish a Performance Bond and Payment Bond in the time stated in the Bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2020.

Principal

By: _____
Signature

Surety

By: _____
Signature (Attach Notarial
Acknowledgment of Surety)

(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)

END SECTION 00 43 13

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NON-COLLUSION AFFIDAVIT

State of California

County of _____

_____, being first duly sworn, deposes and say that he or she is of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed persons, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the 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; 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 the 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 the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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.

Signature

Name of Bidder

Title

Date

Subscribed and sworn to before me this

_____ day of _____, 20____

Signature of Notary Public in and for

The County of _____

State of California

END OF SECTION 00 45 19

DOCUMENT 00 45 26

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

Date: _____

Contractor

By: _____

Signature

Title

Attest:

By: _____

Signature

Title

END OF DOCUMENT 00 45 26

This page intentionally blank.

CONTRACTING REQUIREMENTS

DOCUMENT 00 51 00

NOTICE OF AWARD

Date: _____

To: _____

Project Description:

DEL MONTE BOULEVARD SEWER LINE UPGRADE

The District has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated _____, 2020 and Invitation to Bid.

You are hereby notified that your Bid has been accepted for items in the amount of _____ You are required by the Invitation to Bid to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance before execution of the Contract Agreement.

If you fail to execute said Contract Agreement and to furnish said Bonds within ten (10) working days from the date of this Notice, said District will be entitled to consider all your rights arising out of the District's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.
Dated this _____ day of _____ 2020.

SEASIDE COUNTY SANITATION DISTRICT
District

By: _____

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

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

This day of _____ 2020.

By: _____

Title: _____

END OF SECTION 00 51 00

DOCUMENT 00 52 00

AGREEMENT FORM

THIS CONTRACT AGREEMENT, made this _____ day of _____, 2020, by and between the SEASIDE COUNTY SANITATION DISTRICT hereinafter called "District" and _____, hereinafter called "Contractor".

WITNESSETH

WHEREAS, District has caused Volume I, Project Manual (Procurement and Contracting Requirements, Contracting Forms, Project Forms, and Conditions of the Contract (Vol. IA) and Specification Documents (Vol. IB), and Volume II (Drawings), and other Contract Documents to be prepared and issued to bidder for certain Work described as the **DEL MONTE BOULEVARD SEWER LINE UPGRADE**, and

WHEREAS, Contractor has offered to perform the proposed Work in accordance with the terms of the Contract Documents, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, Contractor hereby agrees to complete the Work at the price and on the terms and conditions herein contained, and District hereby employs the Contractor and agrees to pay him the Contract Price provided herein for the full and complete performance of the Work, pursuant to the terms, conditions and covenants set forth in this Contract Agreement and other Contract Documents referenced below.

The Contract Documents incorporated into this Contract Agreement by this reference and made a part thereof are set forth in the following exhibit parts and include, in addition to this Contract Agreement, the following:

- a. Volume IA: Project Manual consisting of: Procurement and Contracting Requirements (Documents 00 11 16 through 00 73 00), issued _____.
- b. Volume IB: Project Manual consisting of Specifications (Divisions 01 through 33), issued _____.
- c. Volume II: Drawings issued December 2019
- d. Addendum (a) No. __, issued _____, 2020
- e. The Contractor's Bid
- f. The Contractor's Bid Security

- g. The District's Notice of Award
- h. The District's Notice to Proceed
- i. The Bonds issued by Contractor's Surety
- j. All Modifications issued after the date of this Contract Agreement

IN WITNESS WHEREOF, this Contract Agreement has been executed in duplicate on the day and year first above written.

Seaside County Sanitation District
District

By: _____*
Signature

Title

ATTEST:

By: _____
Signature

Title

Approved

By: _____
Signature

Title

Contractor

License No. _____

By: _____
Signature

Title

ATTEST:

By: _____
Signature

*Signature must be accompanied by notarized document citing the individual's relationship to the Party of the Contract and his or her power to sign on behalf of the Party.

END OF SECTION 00 52 00

DOCUMENT 00 55 00

NOTICE TO PROCEED

To: _____

Date: _____

Project: **DEL MONTE BOULEVARD
SEWER LINE UPGRADE**

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2020, on or before _____, 2020, and you are to achieve Substantial Completion of the Work within the time specified in Article III, Invitation to Bid, and furthermore achieve Final Completion of the Work within thirty (30) calendar days following and beginning with Certification of Substantial Completion. The date of Substantial Completion of all Work is therefore _____, 2020.

SEASIDE COUNTY SANITATION DISTRICT
(District)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged by:

This __ day of _____ 2020

By: _____

Title: _____

END OF SECTION 00 55 00

This page intentionally blank.

DOCUMENT 00 61 13.13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____, hereinafter called Surety, are jointly and severally held and firmly bound into the SEASIDE COUNTY SANITATION DISTRICT, hereinafter called District, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment whereof unto, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal the construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE** and

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the Contract and any changes made as therein provided and shall indemnify and save harmless District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to District such reasonable attorney's fees as shall be fixed by the Court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the completion of the Work and its acceptance by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

AND Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the Work to be performed there-under, or to the Contract Documents (including the Project Manual {Specifications} and Drawings included therein) shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Work or to the Contract Documents (including the Project Manual {Specifications} and Drawings included therein).

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS ____ day of _____ 2020.

Principal

By: _____
Signature

Surety

By: _____
Signature

(Surety's Mailing Address)

(Telephone Number)

(Attach Notarial Acknowledgement of Surety)

Approved as to form this _____ day of _____, 2020

Attorney for District

NOTE: The principal amount of this bond shall not be less than 100 percent of the total Contract Price.

END OF SECTION 00 61 13.13

DOCUMENT 00 61 13.16

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS;

THAT _____, hereinafter called Principal, and _____ hereinafter called Surety, are jointly and severally held and firmly bound unto the SEASIDE COUNTY SANITATION DISTRICT, hereinafter called District, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment whereof unto District, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal the construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE** and

WHEREAS, said Principal is required to furnish a Payment Bond in connection with said Contract.

NOW, THEREFORE, the conditions of this obligation is such that if said Principal or any of his Subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the Wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

AND Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the Work to be performed there-under, or to the Contract Documents (including the Specifications and Drawings included therein) shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Work or to the Contract Documents (including the Project Manual (Specifications) and Drawings included therein).

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS ____ day of _____ 2020.

Principal

By: _____
Signature

Surety

By: _____
Signature

(Surety's Mailing Address)

(Telephone Number)

(Attach Notarial Acknowledgement of Surety)

Approved as to form this _____ day of _____, 2020.

Attorney for District

NOTE: The principal amount of this bond shall not be less than 100 percent of the total Contract Price.

END OF SECTION

00 61 13.16

CONDITIONS OF CONTRACT

DOCUMENT 00 72 00
GENERAL CONDITIONS
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DOCUMENT 00 72 00

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms used in the Contract Documents are defined in the “Glossary, Water and Wastewater Control Engineering” prepared by the Joint Editorial Board representing the American Public Health Association, American Society of Civil Engineers, American Water Works Association and the Water Pollution Control Federation, recent Edition, and are further defined herein. The terms shall have the meanings described that shall be applicable to both the singular and plural thereof.
- 1.2 **Addenda:** Written or graphic instruments issued prior to execution of the Contract Agreement that modify or interpret the Contract Documents.
- 1.3 **Bid:** The offer or proposal of the Bidder submitted in the prescribed form setting forth the prices for the Work to be performed.
- 1.4 **Bidder:** Any person, firm, corporation or organization submitting a Bid or Proposal for the Work.
- 1.5 **Bonds:** Bid, performance, and payment bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 **Change Order:** A written order to the Contractor signed by the District ordering and authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time.
- 1.7 **Contract Agreement:** The Contract Documents form the Contract Agreement. The Contract Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Agreement may be amended or modified after execution only by a Modification. References herein to the Contract or the Agreement shall be understood to mean and refer to the Contract Agreement.
- 1.8 **Contract:** The Contract is the entire legal agreement between the Contractor and the District with respect to the Work of the Project as set forth exclusively and completely in the Contract Agreement and the additional Contract Documents.
- 1.9 **Contract Documents:** The Contract Documents consist of the Contract Agreement, the notices, instructions and forms issued to Bidders in the Procurement and Contracting Requirements for the submittal of Bids, the Contractor’s Bid, the Bid security, the Notice of Award, the Notice to Proceed,

the Notice to Construct if any, the Conditions of the Contract (General, Supplementary, and other Conditions), the Bonds, the Drawings, the Specifications, all Addenda, and all Modifications.

- 1.10 **Contract Price:** The total moneys payable to the Contractor under the Contract Documents.
- 1.11 **Contract Time:** The number of consecutive calendar days for completion of the Work, or the date upon which the Work shall be completed and ready for use by the District, as stated in the executed Contract Agreement, and Article III, Invitation to Bid.
- 1.12 **Contractor:** The Contractor is the person, firm, corporation, or organization identified as such in the Contract Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 1.13 **Day and Days:** The term day shall mean calendar day, the term days shall mean consecutive calendar days, and the term working days shall mean consecutive calendar days excluding Saturdays, Sundays, and legal holidays, unless otherwise stated or specified.
- 1.14 **Drawings:** The Drawings or exact reproductions thereof which show the scope and character of the Work to be performed and which have been approved by the District, and are referred to in the Contract Documents. The terms Drawing, plan, and plans have the same meaning as the term Drawings unless otherwise stated or specified.
- 1.15 **Engineer:** The term Engineer shall mean the person or firm appointed by the District to undertake the duties and powers assigned to the Engineer by these Specifications acting directly or through authorized representatives. The term Engineer is referred to throughout the Contract Documents as if singular in number and masculine in gender, and means the Engineer or his authorized representative, including the Engineer's employees, agents, and consultants.
- 1.16 **Field Order:** A Field Order is a written order issued by the District to the Contractor that clarifies or interprets the Contract Documents pursuant to **Paragraph 3.2**, or orders minor changes or alterations in the Work pursuant to **Paragraph 16.6**.
- 1.17 **Inspector:** The Inspector is the authorized agent of the District, limited in each case to the duties entrusted to him by the District. The term Inspector applies to all Inspectors appointed by the District.
- 1.18 **Modification:** A Modification is a written amendment to the Contract Agreement signed by both parties, a Change Order, or a Field Order.

- 1.19 **Notice of Award:** The written notice by the District to the Contractor that the Contractor is the successful Bidder and that, upon compliance with the conditions precedent to be fulfilled by the Contractor within the stated time, the District will execute the Contract Agreement.
- 1.20 **Notice to Construct:** The written notice by the District to the Contractor authorizing the Contractor to begin the physical installation of the particular material or equipment covered by such notice.
- 1.21 **Notice to Proceed:** The written notice by the District to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.22 **District:** The District is the public or quasi-public body or authority, corporation, organization, association, partnership, or individual for whom the Work is to be performed or constructed and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term District means the District or his authorized representative, and includes the District's employees, agents, and consultants.
- 1.23 **Project:** The Project is the total construction designed for or by the District of which the Work performed or constructed under the Contract Documents may be the whole or a part.
- 1.24 **Shop Drawings:** All drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.
- 1.25 **Samples:** Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.
- 1.26 **Specifications:** The Specifications include the Procurement and Contracting Requirements, the General Requirements and the Divisions and Sections of the Specifications.
- 1.27 **Subcontractor and Sub-subcontractor:** The terms Subcontractor and Sub-subcontractor are referred to throughout the Contract Documents as if each were singular in number and masculine in gender, and means a Subcontractor or Sub-subcontractor or an authorized representative thereof. A Subcontractor is a person, firm, corporation, or organization that has a direct contract with the Contractor to perform any of the Work at the site. A Sub-subcontractor is a person, firm, corporation, or organization that has a direct or indirect contract with a Subcontractor to perform any of the Work at the site.

- 1.28 **Supplier:** Any person, firm, corporation, or organization that supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.
- 1.29 **Surety:** The term Surety is the person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.
- 1.30 **Work:** The term Work includes all labor, materials, equipment, and incidentals necessary to produce the construction required by the Contract Documents and any and all obligations, duties, and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 **Award:** The award of the Contract Agreement, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the District and who's Bid complies with all the prescribed requirements. No Notice of Award will be given until the District has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the District within the time prescribed. The District reserves the right to reject the Bid of any Bidder who does not pass such investigation to the District's satisfaction. In analyzing Bids, the District may take into consideration alternatives and unit prices, if requested by the Bid forms. If the Contract Agreement is awarded, the District will give the successful Bidder a Notice of Award within the time period prescribed in Invitation to Bid after the opening of the Bids and no Bidder may withdraw his Bid for a period of time as prescribed in the Invitation to Bid after the date set for the receipt of Bids unless other time periods are stated in the Bidding Requirements or elsewhere in the Contract Documents.
- 2.2 **Execution of Contract Agreement:** At least two (2) counterparts of the Contract Agreement and such other Contract Documents as practicable shall be suitably identified as agreed by the parties and signed by the District and the Contractor. The Contract Agreement shall be executed within the time period prescribed in the Invitation to Bid of the Notice of Award unless otherwise provided in the Bidding Requirements or elsewhere in the Contract Documents. The District and the Contractor shall each receive an executed counterpart of the Contract Documents. The Contract Agreement shall be executed in the form adopted or directed by the District.

- 2.3 ***Delivery of Bonds:*** Simultaneously with the execution of the Contract Agreement, the Contractor shall deliver to the District the required Bonds.
- 2.4 ***Forfeiture of Bid Security:*** Failure of the successful Bidder to whom a Notice of Award is tendered to execute the Contract Agreement and deliver the Bonds and other documents required of him at the time of execution within the time limit provided in the Contract Documents shall be just-cause for the District to annul the Notice of Award and declare the Bid and any security therefore forfeited.
- 2.5 ***Copies of Documents:*** The District will not furnish Contractor with hard copies of the Contract Documents; should Contractor require such hard copies, Contractor may reproduce such documents from the electronic version provided. Alternatively, upon request, additional copies will be furnished at the cost of reproduction and handling, plus any labor charges incurred to coordinate such reproduction and handling.
- 2.6 ***Progress Schedule:*** Simultaneously with the execution of the Contract Agreement, the Contractor shall submit to the District for review and acceptance an estimated progress schedule in chart form indicating the date that each part or branch of the Work will be started and completed including, where applicable, the continuance of operations as provided in **Paragraph 12.10**, and indicating a schedule of the required submittals including shop drawings, samples, lists of materials and equipment, equipment data, and instruction manuals. The schedule shall conform to the Work and the Contract Time, shall be subdivided and coordinated to the schedule of values, and shall be subject to such revisions the District may require for acceptance. The version of the initial progress schedule accepted by the District shall become the 'As-Planned Schedule'. The Contractor shall clearly indicate his estimated progress payments for each month in the progress schedule for the District's information. The Contractor shall revise the As-Planned Schedule at monthly intervals and in the same form as the original As-Planned Schedule and concurrent with the time periods covered by applications for progress payments. Each revised schedule shall indicate the Work actually accomplished during the time period and the schedule for the performance of the remaining Work. Each revised schedule shall be submitted to the District for review and acceptance simultaneously with the Contractor's application for progress payment for the same time period, and shall be subject to such revisions the District may require for acceptance. The District's acceptance of revised progress schedules will be a condition precedent to the approval of the Contractor's applications for progress payments. Review and acceptance of the As-Planned Schedule or revisions thereto will neither impose on the District responsibility for the progress of the Work nor relieve the Contractor from full responsibility therefore. The chart form of progress schedule shall be a critical path type of schedule giving the estimated date that each part, branch or portion of the Work will be started and completed. Schedules shall conform to the Work and time set forth in the Contract Agreement. Monthly updates of the entire critical path schedule shall be submitted to the District.

- 2.7 **Schedule of Values:** Simultaneously with the execution of the Contract Agreement, the Contractor shall submit a schedule of values as required by **Paragraph 20.1** for use in progress payments. When directed by the District, the Contractor shall submit to the District for approval a revised schedule of values coordinated to the revised progress schedules required under **Paragraph 2.6** and pertinent requirements of Supplementary Conditions.
- 2.8 **Insurance:** Before execution of the Contract Agreement, the Contractor shall deliver to the District the certificates and proof of insurance as required by **Article 6**.
- 2.9 **Pre-construction Conference:** Before the Work is started, a conference will be held to review the progress schedule and the schedule of values, to establish procedures for handling the required submittals and for processing applications for payment, and to establish a working understanding between the parties as to the Project and the Work. Present at the conference shall be the District, the Engineer, and the Contractor and his/her Superintendent.
- 2.10 **Verification:** Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and the site conditions, and check and verify all figures, dimensions, and quantities shown thereon and all field measurements and actual site conditions, and shall bear all costs for any error in the Work resulting from his/her failure to so compare and verify. The Contractor shall at once report in writing to the District any error which he may discover and shall not perform or construct any of the Work affected thereby until an interpretation or clarification has been issued pursuant to **Paragraph 3.2**. The Contractor assumes full responsibility for having familiarized himself/herself with the nature and extent of the Contract Documents, the Work, locality, and local conditions that may in any manner affect the Work to be done, and represents that he/she has visited the site and correlated his/her observations with the requirements of the Contract Documents.
- 2.11 **Qualifications of Subcontractors and Suppliers:**
- 2.11.1 **Listing:** Within time after the opening of Bids as stipulated in the Bid Proposal, unless another time or method is required in the Contract Documents or by law, the apparent low Bidder shall submit to the District for acceptance a list of the names and addresses of Subcontractors without change from those which may be listed in the Bid Form and which are proposed to be employed in the performance of the Work, and including the persons and organizations who are to supply the principal items of materials and equipment, as may be contained in the Forms of Bid, and to the extent specified or required by the District. The list shall comply with the limitation on subcontracting provided in **Paragraph 10.2** unless the limitation is waived in whole or in part by the District. Prior to the Notice of Award, the District will notify the

apparent low Bidder in writing if the District, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the District to make objection to any Subcontractor, person or organization on the list prior to the Notice of Award shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the District to reject defective Work. The listing of Subcontractors shall be submitted with the Bid as required by the Instructions to Bidders and the Bid Form.

2.11.2 **Revision of Listing:** If, prior to the Notice of Award, the District has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, or if such list is rejected by the District because of proposed subcontracting in excess of the limitation provided in **Paragraph 10.2**, the apparent low Bidder may, prior to the Notice of Award (a) submit an acceptable substitute Subcontractor, person or organization without an increase in his Bid price or (b) submit a revised list complying with **Paragraph 10.2** or such waiver thereof the District may elect to issue, subject to all the preceding requirements of this subparagraph, with no increase in his Bid price or (c) withdraw his Bid and forfeit his Bid security. If, after the Notice of Award, the District refuses to accept any Subcontractor, person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract Price will be increased or decreased by the proven difference in cost occasioned by such substitution and an appropriate Addendum or Change Order will be issued. No change or revision shall be made to the list accepted by the District nor shall any other Subcontractor, person, or organization not named in the accepted list be employed on or for the Work without the issuance of an appropriate Modification and at no additional cost to the District.

2.12 **Starting the Work:** The Contractor shall start the Work not later than the date stated in the Notice to Proceed, which date will be the first day of the Contract Time. Unless otherwise provided in the Procurement and Contracting Requirements, the date so stated for the Work to start will be the fifteenth day from the date of the Notice to Proceed. The District reserves the right to delay issuance of the Notice to Proceed for a period not to exceed thirty (30) calendar days after the date the Contract Agreement is executed, unless otherwise provided in the Procurement and Contracting Requirements, and no additional payment will be made to the Contractor on account of such delay.

ARTICLE 3 - INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

3.1 **Intent of the Contract Documents:** The Contract Documents are complementary and what is called for by one is as binding as if called for by all. Any Work that may be reasonably inferred from the Drawings or Specifications as being required

to produce the intended result shall be provided by the Contractor whether or not it is specifically called for. The Contractor shall furnish and pay for all labor, supervision, materials, equipment, transportation, construction equipment and machinery, tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone and communications, temporary and sanitary facilities, storage, protection, safety provisions, and all other facilities, services, and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation, and completion of the Work in accordance with the Contract Documents, ready for use, occupancy or operation by the District.

- 3.2 ***Interpretations:*** Written clarifications or interpretations necessary for the proper execution or progress of the Work, in the form of drawings, or otherwise, will be issued with reasonable promptness by the District and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the Contract Documents and shall become a part thereof, and may be effected by Field Order. If the Contractor believes that a written clarification or interpretation entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in **Paragraph 16.4**.
- 3.3 ***Organization of Drawings and Specifications:*** Except where a particular item or type of equipment is specified or otherwise required to be assembled of various components under the coordination and responsibility of one manufacturer or supplier (sometimes referred to or specified as unit responsibility), the organization of the Specifications into Division, Sections, Articles, and paragraphs, the listing of Work included and not included in the various Sections of the Specifications, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors nor establish the extent of Work to be performed by a trade.
- 3.3.1 ***Drawings:*** Scale dimensions on Drawings shall govern where figured dimensions are not indicated. Figured dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 3.3.2 ***Specification Titling and Arrangement:*** The Article and paragraph titles and other identifications of subject matter in the Specifications are intended as an aid in locating and recognizing various requirements. Except where titling forms a part of the text, such as the beginning words of a sentence or establishes the subject of an Article or paragraph, the titles are subordinate to and do not define, limit, or otherwise restrict the Specification text. Underlining or capitalizing of words in the text does not signify or mean that such words convey special or unique meanings having precedence over any other part of the Contract Documents. The Specification text shall govern over titling and shall be understood to be and interpreted as a whole. The order of Articles,

paragraphs, and subparagraphs is established by the alpha-numeric or similar system employed in the text.

3.3.3 **Specification Language:** Words and phrases requiring an action or performance, such as perform, provide, install, furnish, erect, connect, test, operate, and adjust, shall be understood to include the meaning of the phrase “The Contractor shall” unless otherwise specified. The requirements of the Drawings and Specifications apply to all Work of the same type, kind, and class even though the word “all” may not be stated. The usage and meaning of various words and phrases employed in the Specifications and herein are as follows, and shall be understood to apply to the future, present, and past tenses according to the context.

3.3.3.1 **References to Drawings:** The words indicated, shown, detailed, noted, scheduled, illustrated, and words of like import shall mean that reference is made to the Drawings, unless stated otherwise.

3.3.3.2 **Directives:** The words directed, direction, designated, selected, and words and phrases of like import shall mean that the direction, designation, selection, or like action of the District is intended, unless stated otherwise.

3.3.3.3 **Submittals:** The words submit, submittal, submission, and words of like import shall be understood to include the meaning of the phrase “Submit to the District for approval”, unless stated otherwise.

3.3.3.4 **Equals and Approvals:** The words equal, approved equal, equivalent, and words and phrases of like import shall be understood to be followed by the expression “in the opinion of the District” unless stated otherwise. The words approval, acceptable, acceptance, satisfaction, and words of like import shall mean that the approval, acceptance, or satisfaction of the District is intended, unless stated otherwise.

3.3.3.5 **Perform:** The word perform shall mean that the Contractor shall perform all operations required to complete the mentioned action or Work in accordance with the intent of the Contract Documents.

3.3.3.6 **Provide:** The word provide shall mean that the Contractor shall furnish and install the mentioned Work, complete in place, connected, and ready for use by the District in accordance with the intent of the Contract Documents, except the words providing and provided may mean “contingent upon” and the

phrase “as provided in” may mean “in accordance with” where such is the context.

3.3.3.7 **Required:** The word required and words of like import shall mean “as required to complete the Work” and “as required by the District” according to the context, unless stated otherwise.

3.3.3.8 **Technical Words:** Work, materials, or equipment described in words, which so applied, have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

3.4 **Reference or Standard Specifications:** Specifying in the Contract Documents by reference to standard or reference type specification documents or to another part of the Contract Documents shall have the same force and effect as if the document or portion referred to were exactly repeated at the place where reference is made. In case of conflict between any applicable code, law, ordinance, rule, regulation, or order and the referenced standard or reference specification documents, the Contractor shall conform to the most restrictive requirement provided such conformance is lawful. Standard or reference specification documents incorporated into the Contract Documents by reference shall be those in effect on the day that the Contract Documents are approved by the District, unless otherwise specified. The Contractor, Subcontractors, Sub-subcontractors, and suppliers of materials and equipment for the Work shall be fully familiar with the referenced documents. Abbreviations specified to indicate or identify standard or reference specification documents, such as ASTM, ANSI, AWWA, and ASME, shall be interpreted according to their well-known technical and trade meanings and usage.

ARTICLE 4 - TIME

4.1 **Time Limits:** All time limits stated in the Contract Documents are of the essence of the Contract Agreement.

4.2 **Time of Performance:** The Contractor shall construct and complete the Work, including final clean up, final inspection, and final acceptance of the Work, within the Contract Time. Substantial Completion and Final Completion shall be attained within the time period specified in **Paragraph 1.11**, Contract Time. It is expressly understood and agreed, by and between the District and the Contractor, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. It is further agreed that local average climatic conditions may result in up to thirty (30) calendar days per year in which outside work is not feasible. A request for an extension of Contract time based upon lost working days due to climatic conditions will not be considered for approval unless all of the following three conditions are met: (1) the number of such lost working days exceeds thirty (30) per year, (2) the Contractor’s work

schedule requires the performance of outside work on each such day, (3) such outside work is on the Critical Path as shown on the schedule in effect at that time.

4.3 ***Extension of Contract Time:*** When it is not possible to complete the Work within the contract time, or the contract time extended, the Contractor shall request a time extension and the District will grant it if the District wishes to keep the Contract in effect. In granting a time extension, the District will specify the type of delay responsible for the required time extension. There are three (3) types of delay:

- A. **Authorized Delays** due to extra work or Contract Change Orders where such work is on the critical path of the Project. For this type of delay, the extension is granted without prejudice or penalty to the Contractor. The Contractor shall not be entitled to additional contract time or related impact costs unless the as-planned completion date, as latest revised, is delayed beyond the contract completion date in effect at the time of the delay.
- B. **Authorized Delays** due to events and acts of God beyond control of the Contractor that delay work on the critical path. These events include, but are not limited to, damage to the plant by flood, fire, wind, tidal wave, or earthquake; delays due to strikes, epidemic, quarantine restrictions, freight embargoes, acts of war or national emergency, acts of the public enemy, acts of the government, or rainfall, where more than thirty (30) working days are lost due to rain, within a time span of one (1) year. Time extensions for delays in this category will be non-compensable and will be granted without prejudice or penalty to the Contractor.
- C. **Unauthorized delays** due to lack of diligence on the part of the Contractor, his/her subcontractors or supplier, or simply the Contractor's inability to overcome job site difficulties in a timely fashion. In granting the time extension for this category of delay, the District may assess the Contractor for costs accruing to the District, by virtue of the delay, for additional engineering, consulting, or professional services, tests, inspections, administration, and other incidental and overhead expenses and loss of revenue up to the amount of the fixed liquidated damage per calendar day specified in the Invitation to Bid.

4.4 **Delays and Liquidated Damages:**

- A. If a time extension is granted due to unauthorized delays, it shall be understood and agreed that the District will suffer damage solely by reason of delays and, it being impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the District, as fixed and liquidated damages and not as a penalty, the amount stated in the Procurement and Contracting Requirements, unless otherwise provided or agreed by the parties, for each calendar day of delay until the Work is

completed and accepted; and the Contractor and his surety shall be liable for the amount thereof.

- B. The Contractor shall, within ten (10) days from the beginning of any delay, notify the District in writing of the cause of the delay, whereupon the District will ascertain the facts and the extent and category of the delay and determine whether or not the District wishes to extend the time for completing the Work.

- 4.5 **Working Hours:** Normal working hours are considered to be the standard, single 8-hour shift, five (5) days per week, Monday through Friday.

ARTICLE 5 - LANDS, CONDITIONS, AND LAYOUT

- 5.1 **Land and Rights-of-Way:** The District will furnish and pay for the land, easements, and rights-of-way (ROW) for the Work. The Contractor shall obtain consents from the property Districts, make all necessary arrangements, and pay all costs for additional land areas or access required by him/her outside the limits of the land, easements, and ROW furnished by the District, without liability to the District.

- 5.2 **Data Furnished By District:** Upon written request, the District will furnish to the Contractor a copy of all available boundary surveys and subsurface investigations. Before delivery the Contractor shall sign a release, which releases the District from any liability regarding any difference that might exist between the information furnished by the District and actual site conditions.

- 5.3 **Subsurface Conditions:** The District has conducted subsurface investigations for the Work by borings, samples, tests, analysis, or otherwise, a report of such investigation will be available for examination by the Contractor. Neither the District nor the Engineer warrant or guarantee the accuracy or adequacy of such report or any data, statements, opinions, recommendations, or conclusions therein, nor shall the District or the Engineer be responsible or liable for any loss sustained by the Contractor because of any variance between the conditions indicated in or deduced by the Contractor from such report or the Contract Documents and the actual conditions encountered in the Work. The Contractor shall make such subsurface investigations as he may be required to establish the true nature of the subsurface conditions affecting the Work, the difficulties that may be encountered, and the dewatering or other operations that may be required to complete the Work.

- 5.4 **Laying Out The Work:**

- 5.4.1 **Surveys:** Property and boundary surveys will be established by the District, and the Contractor shall furnish to the District such assistance and materials as the District may require. The Contractor shall carefully preserve all survey stakes, reference points, benchmarks, and monuments. Should any stakes, points, or benches be removed or

destroyed by any act of the Contractor or his/her employees, they may be reset at the Contractor's expense. Any expense incurred in replacing permanent monuments that the Contractor may have failed to preserve shall be borne by the Contractor unless the removal of the monuments is required by the Contract Documents.

- 5.4.2 ***Lines and Grades, Setting Stakes:*** The Contractor shall give at least five (5) working days' notice in writing when he will require the services of the District for laying out any portion of the Work. The District will set a baseline and benchmark near the beginning of the project site(s) to be used for the horizontal and vertical control of construction. The Contractor shall conduct all surveys necessary to complete the project by working from these reference points. The District will use these points to check the Work. The Contractor shall preserve all stakes set for lines, grades, or measurements of the Work in their proper places until authorized to move them by the District. Any expense incurred in replacing said stakes that the Contractor may have failed to preserve shall be borne by the Contractor.
- 5.4.3 ***Preparation:*** Prior to any request for base line and grade stakes, the Contractor shall have all utility lines located and marked in the field and shall have all rights-of-way cleared, graded, and ready for construction activities. The term "grade stakes" shall be taken to mean the "benchmark" mentioned in **Subparagraph 5.4.2.**
- 5.4.4 ***Contractor's Verification:*** The Contractor shall verify the locations and elevations of the base lines and grades set by the District. Not less than three consecutive points set on the same line, slope, or grade shall be used together in order that any variation from a straight line or grade can be detected. If any such variation is found, the Contractor shall report it in writing to the District. In the absence of such report, the Contractor shall be responsible for any error in the Work resulting from such variations and shall bear the costs of corrective Work.

ARTICLE 6 - BONDS, INSURANCE AND INDEMNITY

- 6.1 ***Bonds:*** The Contractor shall furnish performance and payment Bonds for the faithful performance and payment of all his/her obligations under the Contract Documents. Each Bond shall be in penal sums at least equal to the Contract Price unless otherwise stated in the Bidding Requirements, and in such form and with such sureties as are acceptable to the District. Prior to execution of the Contract Agreement the District may require the Contractor to furnish other Bonds in such form and with such sureties as the District may require. Sureties, to be acceptable to the District, shall be legally authorized to do business in the State and jurisdiction where the Work is to be constructed, and be named in the current list of "Surety Companies Acceptable On Federal Bonds" as published by the United

States Treasury Department, and their Bonds will be limited to such amounts as would be acceptable to said Treasury Department. The performance bond shall remain in full force and effect for the entire guarantee period as provided in **Paragraphs 19.1 and 19.2**. If such Bonds are required by written instructions given prior to the opening of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they will be paid by the District. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State or jurisdiction in which the Work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, the Contractor, within ten (10) days after notice by the District to do so, shall substitute an acceptable Bond or Bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the District. The premium on such Bond or Bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made to the Contractor until the new surety or sureties shall have furnished an acceptable Bond or Bonds to the District.

- 6.2 ***Workers' Compensation Insurance:*** By his/her signature hereunder, the Contractor certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of the work of this agreement.
- 6.3 ***Indemnification:*** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless and defend the District, its directors, officers, employees, or authorized volunteers, and each of them from and against the following:
- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including the District and/or Contractor, or any directors, officers, employees, or authorized volunteers of the District or Contractor, and damages to or destruction of property of any person, including but not limited to, the District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

The Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the District or its directors, officers, employees, or authorized volunteers.

The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

The Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, or authorized volunteers.

6.4 Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

6.4.1 **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

6.4.2 **Limits:** The Contractor shall maintain limits no less than the following:

1. General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and

products-completed operations aggregate limit shall be three million dollars (\$3,000,000).

2. **Automobile Liability:** One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

6.4.3 **Required Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.
6. **Additional Named Insureds and Subrogation Waivers:** The District, and such other persons or organizations as the District may designate shall be named as Additional Named Insureds.

Exclusions in said insurance policies are subject to the approval of the District. No insurance policies shall exclude coverage for claims against the Contractor by any additional named insured for payment of damages or injury to persons or property resulting from Contractor's operations or the operations of any Subcontractor or Sub-subcontractor under him. All required insurance policies shall waive all insurer or Contractor subrogation rights against the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

- 6.5 ***Deductibles and Self-Insured Retentions:*** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 6.6 ***Acceptability of Insurers:*** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.
- 6.7 ***Workers' Compensation and Employer's Liability Insurance:*** The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- 6.8 ***Responsibility for Work:*** Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild,

repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the **Paragraph 6.4**, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The District, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

The Contractor shall waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

- 6.9 **Evidences of Insurance:** Prior to execution of the agreement, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions.

The Contractor shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

- 6.10 **Continuation of Coverage:** If any of the required coverage expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the District (if builder's risk insurance is applicable) to the District at least ten (10) days prior to the expiration date.
- 6.11 **Subcontractors:** In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

ARTICLE 7 - SUPERVISION AND SUPERINTENDENCE

- 7.1 **Contractor's Supervision:** The Contractor shall supervise and direct the Work efficiently and with his/her best skill and attention. The Contractor shall be solely

responsible for means, methods, techniques, procedures, and sequences of construction. The Contractor shall coordinate all parts of the Work and shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 7.2 **Superintendent:** The Contractor shall keep on the Work at all times during its progress a competent resident Superintendent satisfactory to the District, who shall not be replaced without ten (10) days' written notice to the District except under extraordinary circumstances. The Superintendent shall be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications, instructions, and directions given to the Superintendent shall be as binding as if given to the Contractor. Whenever the Contractor or the Superintendent is not present on a part of the Work where the District wishes to give orders or directions, the orders or directions shall be received and obeyed by the foreman in charge of that part of the Work the same as if the order or direction had been given to the Contractor or the Superintendent. Any order or direction given by the District not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor.

ARTICLE 8 - CONSTRUCTION PROCEDURES AND PROTECTION

- 8.1 **Contractor's Plant and Equipment:** The Contractor shall furnish modern plant and equipment as necessary to perform the Work in a manner satisfactory to the District and in accordance with the Contract Documents, types and designs that comply with the requirements of **Paragraph 9.3** and with the requirements prescribed by laws, ordinances, codes, rules, regulations, and orders pertaining to wind and seismic forces at the place of the Project. Construction equipment or machinery that at any time produces unsatisfactory results shall be promptly repaired or replaced by the Contractor and as the District may require.
- 8.2 **Use of Site:** The Contractor shall confine his equipment, the storage of materials and equipment, and the operations of those directly and indirectly employed by him to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with materials and equipment. Nothing in the Contract Documents shall grant to the Contractor exclusive occupancy of the site of the Work and Project.
- 8.3 **Overloading:** No part of the Work or new and existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent and temporary facilities shall be loaded with weights or subjected to stresses or pressures that endanger any of them. The Contractor shall bear the cost of correcting damage caused by overloading or excessive stresses or pressures.
- 8.4 **Use of Explosives:** The Contractor shall comply with all laws, ordinances, regulations, codes, and orders governing the transportation, storage, and use of explosives, shall exercise extreme care not to endanger life or property, and shall

be responsible for all injury or damage resulting from the use of explosives for or on the Work. No blasting shall be done in the vicinity of existing structures above or below the ground without the prior written consent of the District thereof.

- 8.5 **Cutting and Patching:** The Contractor shall perform all cutting, fitting, or patching of the Work that may be required to make its several parts fit together properly and satisfactorily, and shall not endanger any Work, structures, adjacent property, workmen, or the public by cutting, excavating, or otherwise altering the Work or any part of it. The Contractor shall restore all such cut or patched Work and improvements as approved by the District.
- 8.6 **Verification of Installed Work:** The Contractor shall correct all defects in installed Work of the Contract before subsequent related or connected Work is applied or installed. Where the Contract Documents require a material or item of equipment to be applied or installed under the supervision, inspection, or direction of the supplier or manufacturer, or his/her representative, the supplier, manufacturer, or his/her representative shall inspect the applicable installed Work and issue a letter to the District stating the corrections required to or approval of the installed Work before his/her material or equipment is installed or applied.
- 8.7 **Manufacturers' Instructions:** Unless otherwise provided in the Contract Documents, the Contractor shall store, apply, install, erect, connect, use, clean, condition, and operate manufactured articles, materials, and equipment in accordance with the various manufacturers' instructions including those in the instruction manuals required in **Paragraph 12.7** and other instructions required in **Paragraph 12.8**. The Contractor shall compare the requirements of the various manufacturers' instructions with the requirements of the Contract Documents, shall promptly notify the District in writing of any difference between such requirements, and shall not proceed with any of the Work affected by such differences until an interpretation or clarification is issued pursuant to **Paragraph 3.2**. The Contractor shall bear all costs for any error in the Work resulting from his/her failure to so compare the various requirements and notify the District of any such differences.
- 8.8 **Public Convenience:** The Contractor shall at all times so conduct his operations as to ensure the least possible obstruction and inconvenience to traffic and the general public and the residents in the vicinity of the Work, to protect persons and property, and to preserve access to driveways, house, and buildings. The Contractor shall have under construction no greater amount of Work than he/she can properly perform with due regard to the rights of the public, and shall not create any public nuisance. No road, street, or highway shall be closed to the public except with the permission of the proper authorities. Where existing streets are not available as detours, the Contractor shall permit traffic to safely pass through the Work with as little delay and inconvenience as possible, unless otherwise authorized by the District. When a section of new surfacing, paving, or a traffic structure intended for public use has been completed, it shall be opened for use at the request of the District. The Contractor shall furnish competent

flagmen whose sole duty shall be the directing of traffic through or around the Work when ordered by the District, required by public authorities having jurisdiction, or required by law. At no time shall the Contractor prevent free access to fire hydrants, water and gas main valves, manholes or vaults, or other utility facilities. The Contractor shall make temporary provisions to ensure the use of walkways and sidewalks and the proper functioning of gutters, sewer and storm drain inlets, and ditches, which shall not be obstructed.

- 8.9 **Protection:** The Contractor shall take all precautions and furnish and maintain protection to prevent damage, injury, or loss to all employees and workers on the Work and all other persons who may be affected thereby; all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his/her Subcontractors or Sub-subcontractors; and other improvements and property at the site or where Work is to be performed including buildings, trees and plants, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, conduits, pipe lines, and improvements within or adjacent to streets, rights-of-way, or easements, except those items required to be removed by the Contractor in the Contract Documents. The Contractor's protection shall include all the safety precautions required under Article 13 and other necessary forms of protection, and the notification of the Districts of utilities and adjacent property.

- 8.9.1 **Utilities and Substructure:** The indication of the type and approximate location of existing utilities and substructures in the Contract Documents represents a diligent search of known records, but the accuracy and completeness of such indications are not warranted by the District or the Engineer and utility structures and services not so indicated may exist. Before commencing any excavations, the Contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position, and Ownership of other utilities and substructures in the site or where the Work is to be performed by communication with such Districts, search of records, or otherwise, and shall protect all such utilities and substructures.

- 8.9.2 **Maintenance of Facilities:** Unless otherwise provided in the Contract Documents or unless otherwise cared for by the District thereof, all water, gas, oil, or irrigation lines, all lighting, power, communication, or telephone conduits, all sewer and drainage lines and house connection lines, sprinkling systems, and other subsurface structures of any nature along the Work shall be maintained by the Contractor at his/her expense, and shall not be disturbed, disconnected, or damaged by him/her during the progress of the Work. The Contractor shall install temporary pipes of adequate size to carry off sewage from any sewer facilities cut off by construction operations. Installation of temporary pipes shall be made immediately upon cutting of the existing facility, and no sewage shall be allowed to flow from any severed facility upon the ground surface or in the trench excavation. Pipe used in temporary sewers may be clay,

metal, concrete, or composition. Before completion of Work, the Contractor shall replace all severed connections and restore to operating order the existing sanitary facilities with matching materials and construction.

- 8.9.3 **Restoration and Repair:** Except for those improvements and facilities required to be permanently removed by the Contract Documents, the Contractor shall make satisfactory and acceptable arrangements with the appropriate Districts and, at his/her expense, shall repair and restore all improvements, structures, property, utilities, and facilities disturbed, disconnected, or damaged as a result or consequent of his/her Work or the operations of those for whom he/she is responsible or liable, including that caused by trespass of any of them with or without his/her knowledge or consent, or by the transporting of workers, materials, or equipment to or from the site.

8.10 **Utilities:**

- 8.10.1 **Water Supply:** The Contractor shall not draw water from any fire hydrant or service, nor operate any valve or control of any water system without the written permission of the District thereof, and a copy of each written permission shall be filed with the District.
- 8.10.2 **Temporary Utility Interruptions:** If the temporary interruption of utility services is necessary for the prosecution of the Work, the Contractor shall make all arrangements with the utility Districts and pay all fees and charges levied by them for the interruptions, and shall notify the affected users at least twenty four hours in advance of the probable duration of interruption unless such notice is given by the appropriate utility District.
- 8.10.3 **Temporary Removal or Maintenance:** If it should be necessary to move or temporarily maintain the property of any public utility or other property, the cost of which because of the terms of any franchise or for any other reason must be borne by the District thereof, such District will, upon proper application by the Contractor, be notified by the District to move or temporarily maintain such property until after the expiration of the time required for the Work. The District, public authorities having jurisdiction, and the Districts of public utilities and franchises shall have access to any street, alley, right-of-way, or easement for the purpose of maintaining or of making repairs or changes in property made necessary by the Work.

ARTICLE 9 - LABOR, MATERIALS, AND EQUIPMENT

- 9.1 **Workers:** The Contractor shall at all times enforce strict discipline and good order among his employees and those of any Subcontractor or Sub-subcontractor, and shall not employ on the Work any unfit person or anyone not skilled and experienced in the assigned task. All Superintendents and foremen shall be English-speaking. Any Superintendent, foreman, laborer, or other person employed on the Work who fails or refuses to perform the Work in the manner required by the Contract Documents shall be discharged immediately and such person shall not again be employed on the Work. When required in writing by the District, the Contractor, Subcontractor, or Sub-subcontractor shall discharge any person who is, in the opinion of the District, incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Such discharge shall not be the basis of any claim for compensation or damages against the District or the Engineer.
- 9.2 **Workmanship:** The quality of workmanship produced by skilled, knowledgeable, and experienced journeymen mechanics and artisans is required for the Work. Particular attention shall be given to the appearance and finish of exposed Work. The decision of the District with regard to the quality and adequacy of workmanship shall be final and binding.
- 9.3 **Materials and Equipment:** All materials and equipment incorporated in the Work shall be new unless otherwise specified. Materials and equipment not covered by detailed requirements in the Contract Documents shall be of the best commercial quality, suitable for the purpose intended, and approved by the District prior to use in the Work. The Contractor shall provide proper storage facilities and exercise such measures as will ensure the preservation of the required quality and fitness of all materials and equipment. Materials or equipment not conforming to the requirements of the Contract Documents shall be rejected and immediately removed from the site of the Work. Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor or Sub-subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 9.3.1 **Plurality of Terms:** Where materials or equipment are referred to in the singular number, it is intended unless otherwise limited that such references shall be applied to as much material or equipment as is required to complete the Work.
- 9.3.2 **Optional Materials:** Where any material or equipment item is specified by two or more manufacturer's name or proprietary identifications, the Contractor may provide any one of the materials or equipment so specified. Only one brand, kind, or make of material or equipment shall be used for each specific purpose throughout the Work notwithstanding that similar material or equipment of two (2) or more manufacturers may be specified for the same purpose.

9.3.3 **Space Requirements and Arrangement:** The Contractor shall ensure that the materials and equipment to be furnished fit the space available, and shall make the necessary field measurements to ascertain space requirements including those for connections. If material or equipment requiring arrangement or connections different from those required by the Contract Documents is approved by the District, the Contractor shall bear all costs for installing the material or equipment and for changes to adjoining or related Work the District may require.

9.3.4 **Materials Furnished By District:** Material or equipment to be furnished by the District will be supplied in accordance with the Specifications.

9.4 **Substitutions and Equals:** References in the Contract Documents to any material, item of equipment, or type of construction by manufacturer's name, make, catalog number, or other proprietary identification shall be interpreted as establishing a standard of quality. If the Contractor wishes to furnish or use a proposed substitute or equal material, item of equipment, or type of construction, Contractor shall make written application to the District for approval, certifying in writing that the proposed substitute or equal will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified, and stating all variations in costs pertaining to the application. No proposed substitute or equal shall be ordered or installed without the written approval of the District, and it shall be understood and agreed that the decision of the District in this matter shall be final and binding.

Prior to the receipt of Bids, requests for consideration of proposed substitute or equal materials or equipment shall comply with the Bidding Requirements. After receipt of Bids, if the Contractor should wish to propose a substitute or equal item for any specified by brand or trade name, **within five (5) days after issuance of the Notice of Award**, Contractor shall in writing notify the District of his/her intent to do so and at this time submit to the District an itemized list of the item or items Contractor proposes setting forth the various manufacturers' names and such other information Contractor has available. Unless this notification is given within the time stated, the Contractor shall provide only the items specified by brand or trade name. If notification is so given the District, **within thirty-five (35) days after issuance of the Notice of Award**, the Contractor shall supply data to the District to substantiate the proposed substitution or equal. The District will then decide whether the proposed substitution or equal is in fact equal in quality and utility to the specified trade or brand name items. It is agreed that the decision of the District in this matter shall be final.

9.4.1 **Use of Approved Substitutions or Equals:** The Contractor's use of approved substitutions or equals shall in no way relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related Work,

including the expense of required engineering, redesigning, drafting, and permits where necessary, whether the District's approval is given before or after receipt of Bids.

- 9.4.2 ***Unauthorized Substitutions:*** If substitute materials or equipment are installed without the District's approval, the Contractor shall remove the unauthorized materials or equipment and install those required by the Contract Documents at his expense.

ARTICLE 10 - SUBCONTRACTORS

- 10.1 ***Responsibility for Subcontractors:*** The Contractor shall be fully responsible for all acts and omissions of his Subcontractors, Sub-subcontractors, and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him/her. Under these Contract Documents, no Subcontractor or Sub-subcontractor will be recognized as such, and all persons and organizations engaged by the Contractor for the furnishing or installing of any part of the Work, either at the site or elsewhere, are considered as and agreed to be employees of the Contractor except with regard to insurance as provided in Article 6 and except with regard to payment as provided in Article 20. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor, Sub-subcontractor, or any person directly or indirectly employed by them, and the District and the Engineer.
- 10.2 ***Extent of Subcontracting:*** It is the District's intent that the Work shall be performed and constructed by a Contractor who is staffed and equipped to construct the major portion of the Work with his/her own directly employed personnel and with the minimum feasible subcontracting. Subcontracting may be permitted by the District to such extent as is shown to be necessary or advantageous to the Contractor without injury to the intent and interests of the District. Under these Contract Documents, the limitation on subcontracting is to be not more than fifty percent (50%) of the value of the Work. Any Bid proposing subcontracting in excess of this limit is subject to rejection at the discretion of the District.
- 10.3 ***Sub-contractual Relations:*** All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor (and where appropriate between Subcontractor and Sub-subcontractor) which shall contain provisions that: (a) protect and preserve the rights of the District and the Engineer with respect to the Work to be performed under the subcontract so that the Subcontracting thereof will not prejudice such rights; (b) require that such Work be performed in accordance with the requirements of the Contract Documents; (c) require under each subcontract to which the Contractor is a party the submission to the Contractor of applications for payment and claims for additional costs, extension of time, damages for delay or otherwise with

respect to the subcontracted portions of the Work (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time that the Contractor may apply for payment in accordance with Article 20 and comply in accordance with the Contract Documents for like claims by the Contractor upon the District; (d) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the District as trustee as provided in **Paragraph 6.8**; and (e) obligate each Subcontractor specifically to consent to the provisions of this paragraph.

ARTICLE 11 - LAWS AND REGULATIONS

- 11.1 **Governing Law:** The Contract Documents shall be governed by the law of the place where the Project is located.
- 11.2 **Compliance:** The Contractor shall inform himself of all laws, ordinances, codes, rules and regulations in any manner affecting those employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. He/She shall at all times himself/herself give all notices and observe and comply with, and shall require all his/her agents, employees, Subcontractors and Sub-subcontractors to observe and comply with all such applicable laws, ordinances, rules, regulations, orders, and decrees in effect or which may become effective before completion and acceptance of the Work; and shall protect and indemnify the District and the Engineer against any claim of liability arising from or based upon the violation of any such law, ordinance, code, rule, regulation, order, or decree, whether by himself, his/her employees, or his/her Subcontractors or Sub-subcontractors, or any other person or organization employed for or upon the Work. If the Contractor observes that any requirement of the Contract Documents is at variance with such laws, ordinances, codes, rules, regulations, orders, or decrees, he shall promptly notify the District in writing and shall not proceed with any Work affected by such variance without the District's written instructions or the issuance of an appropriate Modification.
- 11.3 **Permits, Fees, and Taxes:** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the execution and completion of the Work. The Contractor shall pay all sales, consumer, use, and other taxes required by law including all taxes properly assessed against his equipment or property used in connection with the Work.
- 11.4 **Provisions of Law Deemed Inserted:** Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party to the Contract

Agreement the Contract Documents will be physically amended to make such insertion or correction and an appropriate Modification will be issued.

ARTICLE 12 - SUBMITTALS

12.1 **General:** Unless otherwise specified or directed by the District, the Contractor shall submit to the District for his review and approval all shop drawings, samples, materials lists, equipment data, instruction manuals, record documents, manufacturers' equipment manuals, and other submittals required by the Contract Documents and herein, or subsequently as covered by Modifications. Submittals and their contents shall be properly prepared, identified, and transmitted as provided herein or as the District may otherwise direct. Except for record documents and instructional manuals for operation and maintenance, submittal shall be approved before the material or equipment covered by the submittal is delivered to the site. The Progress Schedule required under **Paragraph 2.6** shall be coordinated to this requirement.

12.1.1 **Deviations:** At the time of the submission, the Contractor shall give notice in writing in the submittal of any deviation from the requirements of the Contract Documents. The deviations shall be clearly indicated or described including all other changes required to correlate the Work. The Contractor shall state in writing all variation in costs occasioned by the deviations and his assumption of the cost of all related changes if the deviation is approved.

12.1.2 **Schedule of Submittals:** The Progress Schedule required under **Paragraph 2.6** shall allow not less than fifteen (15) working days for the review of submittals, not including the time necessary for delivery or mailing, and shall cause no delay in the Work or the work of any other contractor. Extension of the Contract Time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.

12.1.3 **Method of Submittal:** The Contractor shall deliver submittals by means of dated, signed, and sequence numbered transmittals on the District provided forms, identifying as to initial or re-submittal status, and fully describing the submittal contents. Equipment which is specified in one section of the Specifications shall not be combined in a single submittal with equipment specified in other Sections of the Specifications. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal the Contractor shall state the District's Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Supplier or Distributor as applicable, Plan Reference(s) and Specification Section(s), Article(s), and paragraph(s) to which the submittal pertains;

accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Where several types or models are contained in the literature the Contractor shall delete non-applicable portions or specifically indicate which portions are intended and applicable. Submittal transmittals shall fully index all items submitted.

1. Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, shall be returned to the Contractor without review.
2. Interrelated Submittals: Except where the preparation of a submittal is dependent upon the approval of a prior submittal, all submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

12.1.4 ***Contractor's Review and Approval:*** Every submittal of shop drawings, samples, materials lists, equipment data, instruction manuals, and other submittals upon which the proper execution of the Work is dependent shall bear the Contractor's review and approval stamp certifying that the Contractor (a) has reviewed, checked, and approved the submittal and has coordinated the contents with the requirements of the Work and the Contract Documents including related Work, (b) has determined and verified all quantities, field measurements, field construction criteria, materials, equipment, catalog numbers, and similar data, or will do so, and (c) states the Work covered by the submittal is recommended by the Contractor and the Contractor's guarantee will fully apply thereto. The Contractor's stamp shall be dated and signed by the Contractor in every case. It is expected that the Contractor will prepare his submittals in such a manner that he/she is able to obtain a submittal approval by the second submission. The District reserves the right to deduct moneys from the amounts due to Contractor to cover the cost of the Engineer's review time beyond the second submission.

12.1.5 ***Corrections and Re-submittals:*** The Contractor shall make all required corrections and shall resubmit the required number of corrected submittals until approved. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals, and shall state in writing all variations in costs and his assumption of the cost of related changes the same as is required for deviations in **Subparagraph 12.1.1**. Identify each re-submittal with number of the original submittal followed by consecutive letters starting with "A" for first re-submittal, "B" for second re-submittal, etc.

12.1.6 ***Checking of Returned Submittal:*** The Contractor shall check submittals returned to him/her for correction and ascertain if the corrections result in extra cost to him/her above that included under the Contract Documents, and shall give written notice to the District within five (5)

days if, in his/her opinion, such extra cost results from corrections. By failing to so notify the District or by starting any Work covered by a submittal, the Contractor waives all claims for extra costs resulting from required corrections.

- 12.1.7 **Review and Approval:** Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents or for any revision in re-submittals unless the Contractor has given notice in writing of the deviation or revision at the time of submission or resubmission and written approval has been given to the specific deviation or revision, nor shall any approval relieve the Contractor of responsibility for errors or omissions in the submittals or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, and completion of the Work.
- 12.1.8 Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, will be returned to the Contractor without review.
- 12.1.9 **Conformance:** No Work represented by required submittals shall be purchased or commenced until the applicable submittal has been approved. Work shall conform to the approved submittals and all other requirements of the Contract Documents unless subsequently revised by an appropriate Modification, in which case the Contractor shall prepare and submit revised submittals as may be required. The Contractor shall not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
- 12.1.10 **Interrelated Submittals:** Except where the preparation of a submittal is dependent upon the approval of a prior submittal, all submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.
- 12.2 **Shop Drawings:** Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data as necessary to fully illustrate the information in the shop drawings. Unless otherwise specified, each submittal shall include six (6) sets of black- line printed copies or, at the option of the District, one (1) set of reproducible copies and two (2) sets of black-line printed copies. At least two (2) sets, one for District and one for the Engineer,

shall be submitted folded to 8 ½-inch by 11-inch size. Three (3) sets of printed copies or the reproducible set, as applicable, will be returned to the Contractor marked to show the required corrections or approval.

- 12.3 **Samples:** Unless otherwise specified, each submittal shall include two (2) sets of samples. One (1) set of approved samples and all disapproved samples will be returned to the Contractor. Samples of value retained by the District will be returned to the Contractor after completion of the Work if the Contractor's first transmittal for the sample requests its return. Approved samples of manufactured items returned to the Contractor may be installed in the Work if the location is recorded and the samples bear temporary identification as such. Required number of submittals and samples shall be as specified in Section 01 33 00, Submittal Procedures.
- 12.4 **Materials Furnished Under Standard Specifications:** For materials specified by reference to standard or reference specifications, the Contractor shall prepare and submit for approval a list of such materials by manufacturer's names and identifications to the extent requested by the District.
- 12.5 **Material Lists:** Submittal copies shall be neatly bound with sturdy labeled covers complying with **Subparagraph 12.7.3**, and shall have an index listing the contents. Loose submittals will be returned un-reviewed. For each item listed, the Contractor shall include the manufacturer's name and address, trade or brand name, local supplier's name and address, catalog numbers and cuts, brochures, terms and conditions of manufacturer's guarantee and warranty, other information to fully describe the item, and supplementary information as may be required for approval. Cuts, brochures, and data shall be marked to indicate the items proposed and the intended use. Unless otherwise specified, each submittal shall include six (6) bound copies, three (3) of which will be returned to the Contractor marked to show the required corrections or approval.
- 12.6 **Equipment Data:** The Contractor shall submit complete technical and catalog data for every item of mechanical and electrical equipment and machinery to be incorporated in the Work, including components. Submittal copies shall be bound, indexed, and contain information as required in **Paragraph 12.5** for submittal of materials lists and shall further include specific information on performance and operating curves and data, ratings, capacities, characteristics, efficiencies, and other data to fully illustrate and describe the items as may be specified or required for approval. Data shall be submitted in sets covering complete systems or functioning units. Unless otherwise specified, each initial submittal shall include six (6) bound copies, three (3) of which will be returned to the Contractor marked to show the required corrections or approval.
- 12.7 **Instruction Manuals:** The Contractor shall obtain data from the various manufacturers and submit instruction manuals covering all mechanical equipment and machinery installed in the Work.

12.7.1 **Contents:** Each manual shall have an index listing the contents. Information in the manuals shall include not less than (a) general, introduction and overall equipment description, purpose, functions, and simplified theory of operation, (b) specifications, (c) installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal, and vertical alignment, (d) grouting requirements including grout spaces and materials, (e) list showing lubricants for each item of mechanical equipment, approximate quantities needed per year, and recommended lubrication intervals; where possible, types of lubricants shall be consolidated with equipment manufacturers' approval to minimize the number of different lubricants required for plant maintenance, (f) startup and beginning operation procedures, (g) operational procedures, (h) shut down procedures, (i) short and long term inactivation procedures, (j) maintenance, calibration, and repair instruction, (k) parts lists and spare parts recommendations, (l) lists of all special tools, instruments, accessories, and special lifting and handling devices required for periodic maintenance, repair, adjustment, and calibration, (m) wiring diagrams and detailed circuit operations, (n) performance curve and data , and (o) other information as may be specified or required for approval.

12.7.2 **Format and Organization:**

- a. Use drawings and pictorials to illustrate the printed text as necessary to fully present the information.
- b. Where information covers a family of similar items of equipment, identify the applicable portions by heavy weighted arrows, boxes or circles, or strike-out the inapplicable information. Non-conforming data are not acceptable and will be returned for rework and re-submittal.
- c. Contractor shall incorporate into books all Manufacturers' Equipment Manuals including those specified in pertinent Sections of the Specifications. These books shall be organized by Equipment Class in same manner and sequence as the Specifications, i.e. Mechanical, Electrical, Instrumentation, etc. Book size and quantity shall be sufficient for inclusion of all data, and be of type and quality hereinafter specified in **Subparagraph 12.7.3.**
- d. Within each book of manuals, provide a Table of Contents for that book. If more than one book is necessary for a Class of Equipment, place a complete Table of Contents for that Class of Equipment within each book of that Class.

- e. In addition, an overall Index of Contents shall be prepared in ten (10) sets and submitted separately to the District for his insertion in his Operation and Maintenance Manuals.
- f. When a manufacturer's manual exceeds one inch in thickness and is bound as specified in **Subparagraph 12.7.3** it need not be rebound within another book, but the Overall Index shall refer to it by title and indicate that it is bound separately.

12.7.3 **Manual Binding:**

- a. Bind all books in sturdy hard covers fastened to provide full view of contents on each page, and ease of making content additions or replacements. No book shall be more than four inches thick. Manuals less than one inch thick shall be bound in substantial three-ring loose leaf binders; others shall have covers secured by operable locking-bars to permit full view opening with contents bound by hinged interfacing pairs of three-ring binding posts, Model S70468-12 by McBee, Springfield, MO., or Model 745483 by Inter-City, St. Louis, Mo., or equal.
- b. Permanently label face of cover and bound edge of each book "MANUFACTURERS' INSTRUCTION MANUAL," and indicate Class of Equipment, i.e., Mechanical, Electrical, Instrumentation, etc. or name specific equipment if a single unit is contained. Where more than one (1) book is needed for a Class of Equipment or a single specific equipment unit, number books consecutively BOOK I, BOOK II, etc.
- c. If more than one (1) Class of Equipment is contained in a book, separate each class with a tabbed stiff divider insert page.
- d. Prior to purchase or delivery, submit samples of each intended type of binder and obtain approval from the District.

12.7.4 **Manual Submittals:** Submittals shall include two (2) copies of each manual, one of which will be returned to the Contractor marked to show the required corrections or approval. When approved, the Contractor shall deliver ten (10) copies to the District unless otherwise specified. Required number of submittals and samples shall be as specified in Section 01 33 00.

12.8 **Manufacturers' Instructions:** In addition to the instructions submitted under **Paragraph 12.7**, the Contractor shall submit manufacturers' instructions to the extent specified or requested by the District for his determination of their adequacy and approval. When approved, the Contractor shall distribute copies to all those involved with the instructions.

- 12.9 ***Tools, Accessories, Spare Parts, and Maintenance Materials:*** The Contractor shall furnish and deliver all special tools, instruments, accessories, spare parts, and maintenance materials required by the Contract Documents, and shall furnish and deliver the special tools, instruments, accessories, and special lifting and handling devices shown in the instruction manuals approved under **Paragraph 12.7**. Unless otherwise specified or directed by the District, the items shall be delivered to the District, with the Contractor's written transmittal accompanying each shipment, in the manufacturers' original containers labeled to describe the contents and the equipment for which it is furnished. The Contractor shall deliver a copy of each transmittal to the Engineer for record purposes.
- 12.10 ***Continuance of Operations:*** The Contractor shall arrange and schedule the Work in such manner as to ensure that all existing utility, treatment or disposal operations and facilities are maintained in operation and in no way disrupted or disabled as a result of the Work. The Contractor shall submit for approval a written plan and description of the proposed schedule, methods, and facilities to be employed in conforming to this requirement.
- 12.11 ***Record Drawings and Specifications:*** The Contractor shall maintain one record copy of all Drawings, Specifications, Addenda, Modifications, approved submittals, correspondence, and transmittals at the site in good order and readily available to the District, the Engineer, and the Inspector. The Record Drawings shall be clearly and correctly marked and the Record Specifications annotated by the Contractor to show all changes made during the construction process at the time the changed Work is installed. No such changes shall be made in the Work unless previously authorized by a Modification or by specific approval of deviations or revisions in submittals.
- 12.11.1 ***Buried and Concealed Work:*** The Contractor shall record the precise location of all piping, conduits, ducts, cables, and like Work that is buried, embedded in concrete or masonry, or concealed in wood or metal-framed walls and structures at the time such Work is installed and prior to concealment. Each feature of the concealed Work, such as the beginning and end of straight runs, radius center point of curved runs, angles, connections, plugged tees or other fittings for future connections, and like items shall be accurately located by not less than two (2) dimensions to permanent structures. The depth below finish grade, slab, or paving shall be noted for buried pipe, conduit, or ducts at the beginning and end of straight grade runs and at all grade change points, excepting sewer or drain lines run between manholes. Should the Contractor fail to record such buried or concealed Work, he shall uncover the unrecorded Work to the extent required by the District and shall satisfactorily restore and reconstruct the removed Work with no change in the Contract Price or the Contract Time.
- 12.11.2 ***Delivery:*** Upon completion and prior to Final Inspection of the Work, the Contractor shall submit the Record Drawings and Specifications to

the District for review, and shall make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Work in the opinion of the District. When approved, the Contractor shall deliver the Record Drawings and Specifications to the District.

- 12.12 **Revision of Submittals:** Whenever a Modification causes a change to the information contained in previously approved submittals; the Contractor shall submit information and data corresponding to the changed requirements for approval. After completion of the operational test required in **Paragraph 17.4**, the Contractor shall submit revised or additional information and data for the instruction manuals and equipment data as the District may require. Revision submittals shall be submitted following the procedures required for previously approved submittals.

ARTICLE 13 - SAFETY PRECAUTIONS AND EMERGENCIES

- 13.1 **Contractor's Responsibility for Safety:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement will apply continuously twenty-four hours a day every day until final acceptance of the Work and shall not be limited to normal working hours. The duties of the District, Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.
- 13.2 **Safety Officer:** The Contractor shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of hazards and accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the District.
- 13.3 **Safety Measures:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall comply with the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., including the recommendations for safe construction methods and the requirements for the guarding of machinery and equipment therein, to the extent that the provisions of the manual are not in conflict with applicable laws, ordinances, rules, regulations, and orders. The Contractor shall maintain copies of all documents mentioned or referenced in this paragraph readily available at the site until the Work is completed. In the event the Contractor fails to observe any of the necessary safety provisions, the District may order the necessary work done by others, and all such necessary work shall be done at the expense of the Contractor.
- 13.4 **Warnings and Barricades:** The Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, nightlights and danger

signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment, and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guardrails shall be provided for bridges and walkways over or adjoining excavations, shafts, and other openings and locations where injury may occur.

- 13.5 **Fire Prevention:** The Contractor's Safety Officer shall inspect the entire Work and site, including storage areas, at frequent intervals to verify that fire prevention measures are constantly enforced.

13.5.1 **Fire Extinguishers and Hoses:** The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplements with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding or other operations that may cause a fire are being performed.

13.5.2 **Flammable or Toxic Materials:** Only a working supply of flammable or toxic materials shall be permitted in or on any of the permanent structures and improvements, and shall be removed at the end of each day's operations. The Contractor shall store flammable or toxic materials and waste separate from the Work and stored materials for the Work in a manner that prevents spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping nor buried on the District's property.

- 13.6 **Safety Helmets, Clothing, and Equipment:** The Contractor shall not permit any person for whom he/she is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment conforming to the requirements of **Paragraph 13.3**, and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at appropriate locations warning the public and persons engaged upon the Work of this requirement. The Contractor shall furnish for their temporary use such safety helmets, protective clothing, and safety equipment as the District, the Engineer, or their representatives may request of him.

- 13.7 **Hazardous Areas:** The Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life-supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

13.8 **Emergencies:**

13.8.1 **Work During an Emergency:** The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or property and, in all cases, shall notify the District of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time claimed by the Contractor on account of an emergency shall be applied for as provided in **Paragraph 16.4**.

13.8.2 **Representatives for Emergencies:** The Contractor shall file with the District a written list giving the names, addresses, and telephone numbers of at least two (2) of his representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the District of all changes in the listing.

ARTICLE 14 - SEPARATE CONTRACTS

14.1 **Award of Separate Contracts:** The District reserves the right to award other contracts in connection with other portions of the Project. When separate contracts are awarded for different portions of the Project, "the Contractor" in the contract documents in each case shall be the contractor who signs each separate contract. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other separate contract or contracts, the District will decide which contractor may proceed. The District shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other separate contract or contracts on the Project, or caused by any decision or omission of the District respecting the order of precedence in the performance of the separate contracts awarded for completion of the Project. Any costs caused by defective or ill-timed work shall be borne by the contractor responsible therefore.

14.2 **Mutual Responsibility of Contractors:** The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work, and shall coordinate with them with respect to construction scheduling and sequence of operations, all subject to the approval of the District. The Contractor shall properly connect his/her Work to the work of separate contractors, and shall inspect the work of other contractors affecting his/her Work and promptly report to the District in writing any irregularities or defects in the separate contract work which renders it unsuitable for reception or connection of his/her Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other

contractor's work as fit and proper to receive his Work, except as defects that may develop in the other separate contractor's work after the execution of the Contractor's Work.

Each Contractor shall monitor the schedule and progress of each other Contractor whose work affects his own work, and shall be responsible for giving timely notice to the District of potential problems of interface so that the District can mitigate the issue.

- 14.3 ***Cutting and Patching Under Separate Contracts:*** The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his/her Work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractor by cutting, excavating, or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the District.
- 14.4 ***Claims between Separate Contractors:*** Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he/she will so settle. If such separate contractor sues the District or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the District will notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the District arises there-from the Contractor shall pay or satisfy it and shall, as provided in **Paragraph 20.12**, pay the District for all attorneys' fees, court or arbitration costs, and additional administrative, professional, consultant, inspection, testing, and other service costs which the District has incurred.

ARTICLE 15 - DISTRICT'S AND ENGINEER'S STATUS DURING CONSTRUCTION

- 15.1 ***Authority of the District:*** The District shall have the authority to enforce compliance with the Contract Documents. On all questions relating to quantities, the acceptability of materials, equipment, or Work, the adequacy of the performance of the Work, and the interpretation of the Drawings and Specifications, the decision of the District is final and binding and shall be precedent to any payment under the Contract Agreement unless otherwise provided in the Contract Documents. The District shall have the authority to stop the Work or any part thereof as may be necessary to ensure the proper execution of the Work, to disapprove of or reject Work which is defective, to require the uncovering and inspection or testing of Work as provided in **Paragraph 17.5**, to require re-examination of Work as provided in **Paragraph 18.4**, to issue interpretations and clarifications as provided in **Paragraph 3.2**, to order minor changes or alterations in the Work as provided in **Paragraph 16.6**, and other authority as provided elsewhere in the Contract Documents. The District shall not be liable for the results of any ruling, interpretation or decision rendered or request, demand, instruction, or order issued by him in good faith. The Contractor

shall promptly comply with request, demands, instructions, and orders from the District.

- 15.2 ***Engineer's Observation of the Work:*** The Engineer will make periodic observations of the progress and quality of the executed Work and will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous observations to check the quality or quantity of the Work. Neither observations by the Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform and construct the Work in accordance with the requirements of the Contract Documents. The District will inform the Contractor in writing of other duties of the Engineer under the Contract Documents, if any.
- 15.3 ***Limitations on Responsibility:*** The District and the Engineer will not be responsible for construction means, methods, techniques, procedures, sequences, or the safety precautions and programs incident thereto, or for the acts or omissions of the Contractor or any Subcontractor, Sub-subcontractor, or any of their agents or employees, or any other persons performing any of the Work, or for the Contractor's failure to perform and construct the Work in accordance with the Contract Documents. Neither the Engineer's authority to act under the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor or Sub-subcontractor, any of their agents or employees or any other person performing any of the Work, nor shall anything in the Contract Documents create any contractual relationship between any of them and the Engineer.
- 15.4 ***Protests:*** If the Contractor considers any Work requested or ordered of him/her to be outside the requirements of the Contract Documents, or considers any request, demand, instruction, order, ruling, or decision of the District to be unfair, he shall, within ten days after any such request, demand, instruction, orders, ruling, or decision is made or given, file a written protest with the District stating clearly and in detail his objections and the reasons therefore. Except for written protests as are made of record in the manner and within the time stated herein, the Contractor shall be deemed to have waived and does hereby waive all grounds for protests or objections to such request, demands, instruction, orders, ruling, or decisions. The District will issue a written decision regarding each protest so filed with reasonable promptness.

ARTICLE 16 - CHANGES IN THE WORK

- 16.1 ***Change Orders:*** Without invalidating the Contract Agreement and without notice to sureties or insurers, the District may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Order. The Contractor shall comply promptly with the requirements of all

executed Change Orders. The Work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made and included in the Change Order. Additional or extra Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in **Subparagraph 13.8.1** for emergencies and in **Paragraph 18.4** for the re-examination of Work. Change Orders are authorized and become effective only when signed by the District or District's representative, who will be identified by name in writing to the Contractor. No other agents of the District, other than those persons so identified, are authorized to execute Change orders or to otherwise obligate the District to costs or time extensions beyond those contained in the original Bid Documents or the Contract. The District will not be obligated for payments or time extensions not authorized by a properly executed Change Order as described above.

16.2 **Valuation of Change Orders:**

Whenever corrections, alterations, or modifications of the work under this Contract are required by the District and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the District:

- A. By unit prices accepted by the District and stated in the Contract Documents;
- B. By unit prices subsequently fixed by agreement between the parties;
- C. By an acceptable lump sum proposal from the Contractor; or
- D. By Force Account, when directed in writing and administered by the District through its agents or representatives.

When required by the District, the Contractor shall submit, in the form prescribed by the District, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The District will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement, the District will prepare and process the Change Order. All Change Orders must be approved

by the District in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

16.2.1 Negotiated Change Orders:

Under the methods described in **Paragraphs 16.2B and 16.2C** above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, engineering, shop drawing preparations, and approved services, pertaining to such ordered work in the form and detail acceptable to the District. The direct costs shall include only the payroll cost for workers and foremen, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the District.

Other direct costs include the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the District as described in **Subparagraph 16.2.2, "Force Account Payment"**; and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in **Paragraphs 16.2B and 16.2C**, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

- A. For work by its own organization, the Contractor may add the following percentages:

1. Direct Labor 15 percent
 2. Materials 15 percent
 3. Equipment (owned or rented) 15 percent
- B. For all such work performed by a subcontractor, an additional markup of 5 percent will be added to the total cost of said extra work including all markups specified in this **Subparagraph 16.2.1**. Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.
- C. To the total of the actual costs and fees allowed hereunder, not more than 2 percent shall be added for additional bond and insurance other than labor insurance.

The above costs represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the District for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in **Subparagraph 16.2.2**, "Force Account Payment". The Contractor shall not claim for anticipated profits on work that may be omitted.

16.2.2 **Force Account Payment:**

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

- A. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages and fringe benefits as established by negotiated labor agreements or state prevailing

wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the District.

- B. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
- C. Equipment rental, including necessary transportation for items having a value in excess of \$1,000.00.
- D. Additional bond.
- E. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

- A. A fixed fee not to exceed 15 percent of the cost of Item A above, and 15 percent of the costs of Items B and C above.
- B. To the total of the actual costs and fees allowed in items A, B, and C above, not more than 2 percent shall be added for additional bond and insurance as the cost of Items D and E above.

For all such work performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work. No additional payment therefore will be made by the District by reason of the performance of the work by a subcontractor or other forces.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The District reserves the right to furnish such materials and equipment as it deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the SS Caltrans "Labor Surcharge and Equipment Rental Rates" publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, Ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or the SS Caltrans "Labor Surcharge and Equipment Rental Rates" publication. Hourly rates shall be determined by dividing the monthly rate by 176 hours.

Prior to the commencement of force account work, the Contractor shall notify the District of its intent to begin work. Labor, equipment, and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the District. The reports, if found to be correct, shall be signed by both the Contractor and District, and a copy of which shall be furnished to the District no later than the working day following the performance of said work. The Daily Report sheet shall thereafter be considered the true record of force account work provided. If the District does not agree with the labor, equipment, and/or materials listed on the Contractor's daily force account report, the Contractor and District shall sign-off on the items on which they are in agreement. The District shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim in accordance with the General Conditions in **Paragraph 16.4** of this Contract. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the District, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the District and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the District for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

- 16.3 **Notice to Sureties:** The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him/her of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the District.
- 16.4 **Contractor's Claims:** If the Contractor wishes to make a claim for a change in the Contract Price or the Contract Time, the Contractor shall give the District written notice thereof within 5 working days after the occurrence of the event giving rise to such claim. This notice shall be given by the contractor before proceeding to execute the Work covered by the claim except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Price or the Contract Time resulting from a claim that is approved by the District will be authorized by Change Order.
- 16.5 **Adjustment of Unit Prices:** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed (by the lesser of \$5,000 or 20 percent quantity change) in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the District or the Contractor, the applicable unit prices will be equitably adjusted to prevent such hardship by negotiation or by force account. Any equitable adjustment increase shall only apply to the unit quantities greater than 120 percent of the original quantities of the Work. Any equitable adjustment decrease shall apply to all quantities encountered.
- 16.6 **Minor Changes:** The District may issue written Field Orders or other written orders that authorize minor changes or alterations in the Work consistent with the overall intent of the Contract Documents that do not involve an adjustment in the Contract Price or an extension of the Contract Time. Such orders shall be binding on the Contractor and he shall carry out such orders promptly. If the Contractor believes any minor change or alteration ordered by the District entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in **Paragraph 16.4**.
- 16.7 **Information Revisions Caused By Change Orders:** As provided in **Paragraph 12.12**, whenever a Change Order or other Modification causes a change in the information contained in previously approved submittals, the Contractor shall include in the itemized breakdown required of him under **Paragraph 16.2** all

costs for preparing and submitting revised information and submittals corresponding to the changed requirements. If the Change Order or other modification(s) causes no change in such information or submittals, the Contractor shall so certify in writing in his itemized breakdown.

ARTICLE 17 - ACCESS, INSPECTIONS, AND TESTS

- 17.1 **Access to the Work and Records:** The District, the Engineer, the Inspector, and the representatives of any Federal, State, or other public body or authority having jurisdiction of the Project shall have, at all times and for any purpose, immediate access to the Work and the premises used by the Contractor for the Work and shall have access to the places where materials or equipment are being fabricated, manufactured, or produced for the Work. To the extent requested by the District, the Contractor shall furnish access to the purchase orders and records, invoices, bills of lading, payroll records, and other documents and records pertaining to the Work, or shall furnish certified true copies thereof at his expense.
- 17.2 **Inspection:** The District will furnish inspection of the Work at no cost to the Contractor except as provided in **Paragraphs 4.3, 14.4, 17.5, 17.6, 18.1, and 21.2**, and except for inspections required to be furnished and paid for by the Contractor elsewhere in the Contract Documents. All Work shall be performed and constructed under the inspection of the Inspector unless waived in writing by the District in each case or exempted wholly or in part from inspection elsewhere in the Contract Documents. Any Work requiring such inspection that is performed or constructed in the absence of the Inspector shall be considered defective and is subject to rejection. Inspection of any material or equipment at the factory or shop will not constitute an acceptance. The Inspector is authorized to suspend any part or all of the Work, by notice to the Contractor confirmed in writing, when a question arises as to whether the materials or equipment being installed or the methods or workmanship being used comply with the Contract Documents until such question is decided by the District. The Inspector is not authorized to accept or reject any Work, to modify or change any requirement of the Contract Documents, to advise or instruct the Contractor or his/her employees as to the prosecution of the Work, to perform any duty or service for the Contractor, or relieve the Contractor of the obligation to fulfill any conditions and requirements of the Contract Documents. The Contractor shall give written notice to the District at least ten working days in advance of the performance of any part of the Work requiring special inspection by someone other than the Inspector and shall state the probable duration of the required special inspection. The Special Inspector is authorized to reject work that does not meet the Contract Documents. Such rejection shall be confirmed by the District in writing.
- 17.3 **Testing:** All Work, materials, and equipment to be performed and constructed by the Contractor are subject to testing for compliance with the Contract Documents and shall be tested when required by the Contract Documents. The Contractor shall give the District timely written notice of the dates and times that testing is to

be performed at the site or the place of manufacture or fabrication. All tests are subject to the observation of the Engineer and approval of the District and shall be performed as directed by the District unless otherwise provided in the Contract Documents. Materials or equipment required to be tested prior to installation shall not be installed until the District has approved the test results and the tested material or equipment in writing.

17.3.1 **Contractor's Testing District:** If materials or equipment are required to be tested by a testing laboratory or District employed by the Contractor, the testing laboratory or District shall be satisfactory to and approved by the District. The Contractor shall deliver five certified copies of each test report to the District unless otherwise specified.

17.3.2 **Test Samples:** The Contractor, at his/her expense, shall furnish samples of materials to be tested in sufficient time before use to allow for testing and to cause no delay in the Work.

17.3.3 **Test Costs:** The Contractor shall bear all testing costs, unless otherwise provided in the Contract Documents.

17.4 **Operational Tests:** After the Work is completed and as one of the precedents to final inspection, the Contractor shall perform operational tests as required by the Contract Documents and as required to demonstrate to the District the correct and proper operation of the various facilities forming a part of the Work including but not limited to the correct sequences of operation and the satisfactory performance of all components. The Contractor shall repair, replace, adjust, or otherwise correct the improper operation of any system or component and all faulty or defective Work as the District may require for his approval. Based upon the operational test results, the Contractor shall prepare and submit revised or additional information and data for the previously approved submittals as required by the District and as provided in **Paragraph 12.12**.

17.5 **Uncovering of Work:** Any Work that is covered by the Contractor before required inspections or tests are performed or approvals are given shall be uncovered by the Contractor to the extent directed by the District, and the Contractor shall bear all the expense for uncovering, exposure, inspection, testing, and of satisfactory reconstruction.

17.6 **Inspections, Tests, and Approvals Required By Others:** If the laws, ordinances, rules, regulations, or orders of any public body or authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, the District, or the Inspector, the Contractor shall give all required notices and make all required arrangements therefore and shall deliver to the District certificates of inspection, testing, or approval issued by the applicable public bodies or authorities having jurisdiction. The cost of all such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided in the Contract Documents.

ARTICLE 18 - DEFECTIVE WORK

- 18.1 ***Correction of Defective Work:*** All Work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval is defective. If the Work or any part thereof is found to be defective, whether or not manufactured, fabricated, installed, completed, or overlooked and accepted by the District, the Contractor shall, promptly and in accordance with the written instructions of the District and within the reasonable time limits stated therein, either correct such defective Work or, if it has been rejected by the District, remove it from the site and replace it with non-defective and conforming Work. The Contractor shall bear all costs for the correction or removal and replacement of defective Work and all additional direct and indirect costs the District may incur on account of defective Work including the costs of additional administrative, professional, consultant, inspection, testing, and other services. If such additional costs are incurred by the District prior to the making of final payment, a Change Order will be issued to effect a reduction in the Contract Price in the amount of the District's additional costs; otherwise, the Contractor shall pay the amount to the District in accordance with **Paragraph 20.12**. The Contractor shall also bear all costs of making good all Work and the work and property of separate contractors, the District, and others that is destroyed or damaged by his correction or removal and replacement of his defective Work.
- 18.2 ***District's Right to Correct Defective Work:*** If the Contractor fails to correct or remove and replace defective Work in accordance with the requirements of **Paragraph 18.1**, the District may correct or remove and replace it without prejudice to any other remedy the District may have, and the District may store the removed materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the District may upon ten additional days' written notice sell such removed Work at auction or private sale and shall account for the net proceeds or deficit thereof, after deducting all expenses the District may incur from such removal, storage, or sale. If the District corrects or removes and replaces defective Work prior to the making of final payment, one or more Change Orders will be issued to effect appropriate reductions in the Contract Price for all costs and expenses incurred by the District in the correction or removal and replacement of defective Work, adjusted to account for the net proceeds or deficit of said auction or sale, if any, and all additional costs the District may incur on account of defective Work as provided in **Paragraph 18.1**; otherwise, the Contractor shall pay to the District the amount of all such costs and expenses incurred by the District adjusted to account for the net proceeds or deficit of said auction or sale, if any, in accordance with **Paragraph 20.12**.
- 18.3 ***District's Right to Accept Defective Work:*** The District may accept defective Work instead of requiring its correction or removal and replacement. In such case, if acceptance occurs prior to the making of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including

appropriate reduction in the Contract Price covering the value of such accepted defective Work and the additional costs the District may incur on account of such defective Work as provided in **Paragraph 18.1**; or, if the acceptance occurs after the making of final payment, the amount that would have been the reduction in the Contract Price prior to the making of the final payment shall be paid by the Contractor to the District in accordance with **Paragraph 20.12**.

- 18.4 ***Re-Examination of Work:*** If the District, at any time prior to the final acceptance of the Work, orders reexamination of Work completed, including the uncovering, removing, exposing, dismantling, inspecting, or testing of Work covered by such order, the Contractor shall promptly comply with the order. If the Work so re-examined is defective, the Contractor shall correct or remove and replace it with non-defective and conforming Work in accordance with all the provisions of **Paragraph 18.1** and also shall bear the cost of the satisfactory reconstruction of the Work. If the Work so re-examined is not defective or if any defective or deficient condition discovered was caused by a separate contractor employed on the Project, the Contractor shall satisfactorily reconstruct the Work as ordered by the District and, if claim is made as provided in **Paragraph 16.4**, a Change Order will be issued to compensate the Contractor for his Work under such order, valued as provided in **Paragraph 16.2**, and to effect an appropriate adjustment of the Contract Time.

ARTICLE 19 - GUARANTEES AND WARRANTIES

- 19.1 ***Contractor's Guarantee:*** The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on and for the Work, against faulty or defective materials, equipment, or workmanship for a period of one year from the date of the District's written final acceptance of the Work or such longer period of time as may be prescribed by law or by the terms of any special guarantee or warranty required by the Contract Documents.
- 19.2 ***Bonds and Insurance:*** The performance bond and the public liability and property damage insurance required of the Contractor in Article 6 shall remain in full force and effect for the entire time of the Contractor's guarantee.
- 19.3 ***Corrections during Guarantee Period:*** The Contractor's correction of defective Work during the guarantee period shall be in accordance with all the provisions of **Paragraph 18.1**, or the District may correct or accept it as provided in **Paragraphs 18.2 and 18.3**.
- 19.4 ***Guarantee of Work on Property of Others:*** The Contractor's guarantee shall cover and include any of the Work installed on property not owned by the District, whether public or private, and shall include the repair of damage to improvements and existing conditions on such other property caused by

settlement or otherwise resulting from the Contractor's operations unless the District of such other property shall in writing release the District from liability and responsibility for Work or damage on such other property.

- 19.5 ***Manufacturers' Warranties:*** As a precedent to final inspection, the Contractor shall deliver to the District all the manufacturers' warranties required by the Contract Documents, with the District named as beneficiary. In addition, for all equipment and machinery bearing a manufacturer's warranty that extends for a longer period of time than the Contractor's guarantee, the Contractor shall secure and deliver the warranties to the District in the same manner.

ARTICLE 20 - PAYMENTS AND COMPLETION

- 20.1 ***Schedule of Values:*** The Contractor shall submit to the District for approval, in the form directed by or acceptable to the District, a complete schedule of the values of the various portions of the Work, including quantities and unit prices if required by the District, aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required under **Paragraph 2.6**, and shall be supported by such data to substantiate its correctness as the District may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work that will be performed first will not be approved. The Schedule of Values, when approved by the District, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price.
- 20.2 ***Contractor's Certification:*** All applications for payment shall contain the Contractor's certification that all his/her labor for the period for which payment is claimed has been paid, including all amounts to the account of such labor lawfully required to be allocated, withheld, or set aside, and that he/she has assured himself/herself and represents that all labor on the account of Subcontractors or Sub-subcontractors for which payment amounts are claimed has also been paid.
- 20.3 ***Contractor's Warranty of Title:*** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Work or not, will have passed to the District prior to the making of the application for payment, free and clear of all liens, claims, security interests or encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance

thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 20.4 **Progress Payments:** Unless otherwise provided in the Contract Documents, the Contractor shall submit to the District for review and approval an itemized progress payment application in the form required by the District, filled out and signed by the Contractor. The application shall be supported by such data as the District may require substantiating the Contractor's right to payment, and Contractor shall provide conditional and unconditional mechanic's lien waivers and releases which comply with the requirements of Civil Code Section 3262 and which are signed by all subcontractors, sub-subcontractors, material suppliers and others that have performed work on or furnished equipment or materials to the job as reflected in the Contractor's application. Any progress payment application not accompanied by the revised progress schedule required of the Contractor in **Paragraph 2.6** or by the additional documentation required by this paragraph will be rejected and returned to the Contractor. The payment for the Progress Payment will be made within thirty (30) calendar days from District's approval date.

- 20.4.1 **Progress Payment for Materials and Equipment:** If an application requests payment on account of imperishable materials or equipment not incorporated in the Work but delivered and suitable stored at the site, or at some other location approved by the District and agreed to in writing, the application shall be accompanied by such bills of sale, data, and other procedures satisfactory to the District as will establish the District's title to such materials or equipment or otherwise protect the District's interest including applicable liability and property insurance and transportation to the site. Payment on account of such materials or equipment will not include any amount for the Contractor's overhead or profit or relieve the Contractor of his obligation to protect and install such materials or equipment in accordance with the Contract Documents and for the restoration of damaged or defective Work.

- 20.4.2 **Basis of Progress Payments:** Unless otherwise provided in the Contract Agreement or subsequently agreed by the parties, progress payments will be in an amount equal to 90 percent of the value of the Work performed and the value of materials and equipment delivered and stored as provided in **Subparagraph 20.4.1** less the aggregate of previous progress payments.

- 20.4.3 **Approval of Progress Payments:** The District will either indicate in writing his approval of payment or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. With respect to disapproved applications, the Contractor may make the necessary corrections and resubmit the application. Unless otherwise provided or agreed by the parties, the District will approve or return an application within ten (10) days after receipt, and the District

will, within thirty (30) days after his approval of an application for payment, pay the Contractor the amount so approved.

20.5 **Withholding of Payments:**

20.5.1 ***Right to Withhold:*** The District may refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved to such extent as may be necessary in the opinion of the District to protect the District from loss because: (a) the Work is defective; (b) third party claims have been filed or there is reasonable evidence indicating probable filing of such claims; (c) the Contract Price has been reduced because of modifications; (d) of the Contractor's failure to make payment properly to Subcontractors or for labor, materials, or equipment; (e) of damage to another contractor or to the property of others caused by the Contractor; (f) of reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price; (g) of reasonable indication that the Work will not be completed within the Contract Time; (h) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up; (i) the District has been required to correct defective Work as provided in **Paragraph 18.2** or to finish the Work as provided in **Paragraph 21.2**; (j) of insurance premium costs the District has incurred by the Contractor's failure to maintain the insurance required of him; (k) of reasonable doubt as to the Contractor's warranty of title required under **Paragraph 20.3**; (l) of payments due the District from the Contractor; or (m) of provisions of law that enable or require the District to withhold such payments in whole or in part. When the grounds for withholding payments are removed, payment will be made for amounts withheld because of them to the extent the Contractor is entitled to payment.

20.5.2 ***District's Right to Apply Withheld Payments:*** The District may, but is not obligated to the Contractor, his/her surety or sureties, or any third party, to apply the amounts withheld pursuant to **Subparagraph 20.5.1** to the payment of any and all claims which are grounds for such withholding. In so doing, the District shall be deemed the agent of the Contractor and any payments so made by the District shall be considered as a payment made under the Contract Agreement by the District to the Contractor and the District shall not be liable to the Contractor for such payment made in good faith. Such payment by the District may be made without prior judicial determination of the Claim(s). The District will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

20.6 ***Payments to Subcontractors:*** The Contractor shall pay each Subcontractor, upon receipt of payment from the District, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work,

less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his/her Sub-subcontractors. If the District refuses or fails to approve an application for payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the District's approval for payment should otherwise have been issued, for his/her Work to the extent completed less the retained percentage. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under **Paragraph 6.8**, and he shall require each Subcontractor to make similar payment to his Sub-subcontractors. Neither the District nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub-subcontractor except as may otherwise be required by law.

20.7 ***Final Inspection and Acceptance:*** Upon written notice from the Contractor that the entire Work required by the Contract Documents is complete and that all submittals required of him/her are made, and after the Contractor has delivered the Bonds, Certificates of Inspection, proof of insurance, guarantees, warranties, releases, and other documents, all as required by the Contract Documents or by law, a Post-construction Conference will be held to review the Work and resolve any unsettled matters. Present at the conference shall be the District, the Engineer, the Inspector, the Contractor, and the Superintendent. Following this conference, Engineer will make a final inspection with the District and the Contractor, and the District will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and other documents required of him. The Contractor promptly shall make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the District, the District will issue a written Final Acceptance of the Work and file any notice of completion required by law or otherwise.

20.8 ***Application for Final Payment:*** After issuance of the District's Final Written Acceptance, the Contractor may make application for Final Payment following the procedure for Progress Payments. Neither the final payment nor the remaining retained percentage shall become due unless the application for final payment is accompanied by such supporting data as the District may require, together with complete and legally effective releases or waivers, satisfactory to the District, of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished there-under. In lieu thereof and as approved by the District, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the District or his/her property might in any way be responsible, have been paid or otherwise satisfied; and consent of Surety, if any, to final payment. If any Subcontractor, Sub-subcontractor, or supplier fails or refuses to

furnish a release or receipt in full, the Contractor may furnish a Bond satisfactory to the District to indemnify him/her against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor or his/her surety shall pay to the District all moneys the District may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- 20.9 ***Approval of Final Payment:*** The District will, within ten (10) days after the Contractor has fulfilled and satisfied all the requirements of **Paragraph 20.8**, indicate in writing his approval of payment or will return the application to the Contractor, indicating in writing his reasons for refusing to approve Final Payment, in which case the Contractor shall make the necessary corrections and resubmit the application. The District, within thirty-five (35) days after his approval of the application for Final Payment, will pay the Contractor the amount so approved unless a longer period of time is prescribed by law or required for the lawful filing and publishing of Notice of Completion.
- 20.10 ***Continuing Obligation of the Contractor:*** The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is and shall be absolute. Neither the observation during construction and Final Inspection of the Work by the District and the Engineer, nor any payment by the District to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the District, nor any act of acceptance by the District nor any failure to do so, nor any correction of defective Work by the District shall constitute acceptance of Work not in accordance with the Contract Documents.
- 20.11 ***Waiver of Claims.:*** The making and acceptance of Final Payment shall constitute: (a) a waiver of all claims by the District against the Contractor except those arising from unsettled liens, from faulty or defective Work appearing after Final Acceptance of the Work by the District, from failure of the Work to comply with the requirements of the Contract Documents, or from the terms of any special guarantees or warranties required by the Contract Documents, or from the terms of any special guarantees or warranties required by the Contract Documents, and (b) a waiver of all claims by the Contractor against the District except those previously made in writing and still unsettled. However, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.
- 20.12 ***Contractor's Payment to District:*** The Contractor shall pay to the District all moneys so required of him/her under the provisions of the Contract Documents. If any such payments are required prior to final payment, an appropriate Change Order will be issued and, as provided in **Subparagraph 20.5.1**, the amount of such payments may be withheld from payments due the Contractor. If the payments then or thereafter due the Contractor are insufficient to cover any payments due the District from the Contractor, or if the amount of such payment due the District is determined after the making of final payment, the difference in the amounts of the payments or the amount so determined shall be paid by the Contractor to the District. The obligation of the Contractor to pay the moneys due

the District from him/her shall specifically bind the Contractor's sureties, assigns, executors, administrators, and heirs to his/her obligation to so pay the District.

- 20.13 **Interest:** Any moneys not paid when due to either party under this Contract Agreement shall bear interest at the maximum legal rate in force at the place of the Project.
- 20.14 **Non-receipt of Payment:** The Contractor shall notify the District in writing of any approved progress payment not received by him/her within five (5) days after the date the payment should properly have been paid to him/her. In the absence of such written notice in each case, the Contractor hereby agrees and waives his/her right under **Paragraph 21.5** to terminate the Contract Agreement or stop the Work on account of nonpayment by the District and further waives his/her right under **Paragraph 20.13** to interest on the amount of any such payment not received by him.

ARTICLE 21 - SUSPENSION AND TERMINATION

- 21.1 **Suspension of Work:** The District, at any time and without cause, may suspend the Work or any part thereof by notice in writing to the Contractor. Unless otherwise provided in the Contract Documents, the Contractor shall have no claim for damages or compensation on account of such suspension unless he/she makes a claim therefore as provided in **Paragraph 16.4**, but the Contractor will be allowed an extension of the Contract Time to complete the Work and an appropriate Change Order will be issued. The Contractor shall resume the Work when so notified in writing by the District.
- 21.2 **Suspension of Contract Agreement:** If the Contractor abandons the Work, or if he/she is adjudged a bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the Contractor or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws, or if he/she persistently fails to supply sufficient skilled superintendence and workmen or suitable materials or equipment, or if he/she persistently fails to make prompt payments to Subcontractors or for labor, materials or equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he/she disregards the authority of the District, or neglects to prosecute the Work in accordance with the Contract Documents including requirements of the progress schedule, or if he/she fails to promptly comply with the requirements of any Change Order, or if he/she assigns this Contract Agreement otherwise than herein provided, or if the District at any time is of the opinion that the performance of the Work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the Work is not fully completed within the Contract Time and any authorized extensions thereof, or if the District is of the opinion that the Work cannot be

completed for the unpaid balance of the Contract Price or will not be completed within the Contract Time, or if the Contractor otherwise violates any provisions of the Contract Documents, then the District may, without prejudice to any other right or remedy and by means of written notice to the Contractor and his/her surety, instruct the Contractor to discontinue all Work or any part thereof under the Contract Agreement or terminate the services of the Contractor. The Contractor, under a written instruction to discontinue, shall not resume any of the Work except by written notice from the District. In either such case, the District may take possession of the Work and Project and of all materials, equipment, plant, tools, supplies, construction machinery and equipment, and property of every kind thereon owned and furnished by the Contractor for the purpose of the Work, and finish the Work by whatever method the District may deem expedient. The Contractor shall not be entitled to receive any further payment after the date of said written notice from the District unless instructed in writing by the District to resume any part of the Work, or until the Work is finished by the District if the District so elects. If the unpaid balance of the Contract Price exceeds the direct and indirect costs to the District of finishing the Work, including compensation for additional administrative, consultant, professional, testing, and inspection services, such excess will be paid to the Contractor. If such costs to the District exceed such unpaid balance, the Contractor, in accordance with **Paragraph 20.12**, shall pay the difference to the District.

- 21.3 ***Contractor's Continuing Liability:*** When the Contractor's services have been discontinued or terminated as provided in **Paragraph 21.2**, said discontinuance or termination shall not affect any rights of the District against the Contractor, then existing or which may thereafter accrue. Any retention or payment of moneys by the District due the Contractor will not release the Contractor from liability.
- 21.4 ***Termination of Contract Agreement:*** Upon seven (7) days after written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract Agreement. In such case, the Contractor will be paid for all Work satisfactorily executed and any proven expense sustained plus a reasonable profit.
- 21.5 ***Stopping Work or Termination by Contractor:*** If, through no fault, act, or omission of the Contractor or a Subcontractor or Sub-subcontractor or their agents or employees or any other person performing any of the Work under a contract with the Contractor, the Work is suspended for a period of more than ninety days by the District (except as provided in **Paragraph 23.7** for Federal hindrance) or under an order of any court or other public authority having jurisdiction, or the District fails to act on any application for progress payment within thirty (30) days after it is submitted or the District fails to pay the Contractor any progress payment sum approved by the District within forty-five (45) days of its approval, or the District fails to pay the Contractor any sum awarded by arbitrators within sixty (60) days of its approval and presentation, then the Contractor may, upon ten (10) days after written notice to the District, terminate the Contract Agreement and recover from the District payment for all Work satisfactorily executed and for

any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages. In addition and in lieu of terminating the Contract Agreement, if the District has failed to act on an application for progress payment or has failed to make any progress payment as aforesaid, the Contractor may, upon ten days' written notice to the District, stop the Work until he/she has been paid all amounts then correctly due him/her, in which event and upon resumption of the Work, an appropriate Change Order will be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to such stoppage of the Work.

ARTICLE 22 - ARBITRATION

22.1 ***Basis of Arbitration:*** When agreed to by both parties in advance, Claims, disputes, and other matters in question arising out of or relating to the contract or the breach thereof, unless otherwise settled and except for claims which have been waived by the making or acceptance of final payment as provided by **Paragraphs 20.8 and 20.11**, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining. The results of the arbitration must be made in writing and must include the following:

- a. Legal "findings of fact" established by the arbitrators;
- b. Specific breakdown of dollar amounts allocated to each issue under arbitration;
- c. The arbitrator's conclusions of law;
- d. A summary of the evidence; and
- e. Reasons underlying the arbitrator's award.

These preceding items must be made available in the arbitrated settlement. The award rendered by the arbitrators shall be final and judgments may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

22.2 ***Request to Arbitrate:*** Written notice of a request for arbitration shall be filed with the other party to the contract. Requests for arbitration shall be made by (a) the Contractor within thirty (30) days after the date the District issues a decision upon a protest filed in accordance with **Paragraph 15.4** when the demand is based upon the filed protest, and if not so made, the Contractor agrees that the decision of the District is final and binding upon him, or (b) either party with respect to demands not based upon filed protests within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

- 22.3 **Continuance of Work:** The Contractor shall carry on the Work and maintain the Progress Schedule during any arbitration proceedings unless otherwise agreed by him and the District in writing.

ARTICLE 23 - MISCELLANEOUS PROVISIONS

- 23.1 **Successors and Assigns:** The District and the Contractor each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him/her hereunder without the previous written consent of the District.
- 23.2 **Written Notice:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him/her who gives the notice, or delivered to the Project Superintendent. The address given in the Contractor's Bid on which the Contract Agreement is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the District in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.
- 23.3 **Communications:** The District will issue all communications to the Contractor and the Contractor shall deliver all communications to the District unless otherwise provided in the Contract Documents or directed by the District.
- 23.4 **Claims for Damages:** Should the District or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 23.5 **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies available there-under and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Paragraph 6.4** and by **Paragraphs 6.3, 19.1, and 20.3** and the rights and remedies available to the District and the Engineer there-under, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or warranty, or by other provisions of the Contract Documents.

- 23.6 **Royalties and Patents:** Unless otherwise specifically stipulated elsewhere in the Contract Documents, the Contractor shall pay all royalties and license fees and assume all costs and expenses incident to the use of any invention, composition, process device, article, appliance, or design which is the subject of patent rights, copyrights, or other legal rights of ownership held by others. The Contractor shall indemnify and hold harmless the District and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.
- 23.7 **Federal Hindrance:** In entering into this Contract Agreement, it is clearly understood by all parties hereto that conditions may subsequently arise resulting from, connected with, or growing out of any war in which the United States may be engaged, or any national emergency or condition created directly or indirectly by or for the national defense or national interests, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this Contract Agreement in accordance with its terms and conditions. It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in the event the Contractor shall be prevented from performing the Work or any part thereof by reasons of the conditions above stated, the Contractor shall notify the District in writing of his/her inability to perform, stating in full the reason therefore and the probable duration of such inability. If required, he/she shall also submit proof or evidence in support of his/her claim of inability to perform. If it shall appear to the satisfaction of the District that the cause of inability to perform arose after the Contract Agreement was entered into and is beyond the control of the Contractor, the District may, (a) if lawfully within its power, remove the cause which prevents performance; or (b) suspend this Contract Agreement until the cause of inability to perform is removed; or (c) with the consent of the contractor, renegotiate or amend this Contract Agreement by extending the time of performance or by making the changes in the character of the Work, or in the materials or equipment required in order to enable performance of the Work; or (d) waive performance of that part of the Work which is impossible or supply substitute materials for those unavailable, and where this remedy is resorted to, the payment due the Contractor will be reduced to the extent of the Work not required to be performed based so far as is practicable upon unit prices bid, by an appropriate Change Order. If none of the foregoing procedures are adopted by the District within thirty (30) days after the District is satisfied and so finds that the contractor is unable to perform for the reasons above stated, then either party hereto may, without incurring any liability, elect to declare this Contract Agreement terminated upon the ground of impossibility of performance. Upon such termination, the Contractor will be paid as provided in **Paragraph 21.4** for termination of the Contract Agreement.
- 23.8 **Oral Agreements:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of

the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

- 23.9 ***Work in Jurisdiction of Others:*** Where any of the Work is adjacent to or crosses highways, railroads, streets, utilities, property, rights-of-way, or easements under the jurisdiction of Federal, State, County, City or other public District, public utility, or private entity from whom the District has not obtained permits, the Contractor shall secure written permission from the proper authority and furnish bonds and insurance and pay all fees and charges as the proper authority may require for permission before executing such Work. A copy of each written permission shall be filed with the District before such Work is begun. The Contractor shall repair or replace all existing construction damaged in the execution of the Work to the satisfaction of the proper authority, and shall furnish to the District a release from the proper authority prior to Final Inspection of the Work.
- 23.10 ***Cash Allowances:*** The Contractor shall include in his Bid and the Contract Price the cash allowances stated in the Contract Documents. These stated allowances represent the net cost estimate of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the cash allowance material and equipment shall be included in the Contract Price since they are not included in the cash allowance estimates. The Contractor shall purchase the cash allowance materials and equipment as directed by the District on the basis of the lowest responsive bid of at least three (3) competitive bids. If the actual cost of the materials and equipment approved by the District delivered and unloaded at the site and all applicable taxes is more or less than the cash allowance estimates, the Contract Price will be adjusted accordingly via Change Order.
- 23.11 ***Ownership of Documents and Models:*** All Drawings, Specifications and copies thereof furnished to or obtained by the Contractor, and all models pertaining to the Work are the property of the District or the Engineer as they may agree. These documents and models shall not be used on any other project. All documents and models, with the exception of one contract set of Drawings and Specifications to be retained by the Contractor, shall be returned to the District or the Engineer on request and as directed, prior to Final Acceptance of the Work.
- 23.12 ***Use of Completed Portions:*** The District shall have the right, upon written notice to the Contractor, to take possession or occupancy of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired. However, such taking possession or occupancy and use shall not be deemed a waiver of any requirement of the Contract Documents or a waiver or acceptance of any Work not completed in accordance with the Contract Documents. If such prior

possession, occupancy, or use increases the cost of or delays the completion of uncompleted Work or causes repair or refinishing of completed Work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as agreed by the District and an appropriate Change Order will be issued. The Contractor will not be required to perform housekeeping obligations in or bear utility costs for buildings or structures to the extent so occupied or used by District. If the District takes possession of and places any of the machinery or equipment of the Work into continuing operation consonant with its intended final service or purpose and for his beneficial use, the period of the Contractor's guarantee, solely with respect to such machinery or equipment, shall begin on the first day of such beneficial use by the District and the District will bear the utility and maintenance costs for such beneficial use. Prior to the District taking possession, occupancy, or use of any portion of the Work, but not as a condition or precedent to the District's right thereto, the District and the Contractor shall jointly inspect and determine the condition and completeness of the involved portions of the Work, shall agree upon appropriate procedures and other pertinent matters including the payment or apportioning of utility costs, and shall execute a memorandum recording the inspection determination and the procedures and matters agreed. Such possession, occupancy, or use by the District under this paragraph shall not entitle the Contractor to claim or receive payment of any amounts retained or withheld by the District pursuant to **Subparagraphs 20.4.2 and 20.5.1** unless otherwise agreed by the parties.

- 23.13 ***Cleaning Up.*** The Contractor shall at all times during the Work keep the site and premises, adjoining property, and public property free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site and premises clean and ready for occupancy by the District. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Paved walkways, parking areas, and roadways shall be swept and broomed clean. Cleaning up operations shall include the removal and disposal of earth that is contaminated and the filling of resulting excavations with sound compacted earth as directed and approved by the District. Contamination includes: (1) the earth in areas used for disposal of waste concrete, mortar, plaster, masonry, and like materials; (2) areas in which washing out concrete and plaster mixers or washing of tools and like cleaning operations have been performed; (3) areas that have been oiled, paved, or chemically treated; and (4) areas where waste oils, solvents, paints, solutions, or similar materials of a penetrating nature have been incorporated into the soil. The District will determine the contaminated earth areas. No waste material shall be buried or disposed of on the District's property unless so permitted in the Contract Documents or approved in writing by the District. Before the Contractor applies for Final Inspection and Acceptance of the Work, all items of Work shall be complete, ready to operate, and in a clean condition as determined by the District.

- 23.14 ***District's Right To Clean Up:*** If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractor and any separate contractor as to their responsibility for cleaning up, the District may clean up and charge the cost thereof to the Contractor for his failure, or to the several contractors as the District shall determine to be just.
- 23.15 ***Certificates:*** Each certificate required under the Contract Documents shall be signed by the individual, office(s), or agent(s) lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn and notarized as to the correctness and validity of the contents, and duplicate copies shall be notarized to be true copies.
- 23.16 ***Attorney's Fees and Venue:*** If either party becomes involved in litigation or arbitration arising out of this Contract or the performance thereof, the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing contracting party. Any such action shall be initiated in the County of Monterey, California, unless otherwise mutually agreed by the parties.
- 23.17 ***Entire Agreement:*** This Contract and the documents referenced herein constitute the entire agreement between the contracting parties relating to the Work of the Project to be provided by Contractor. No other proposals, conversations, bids, memoranda, negotiations, agreements, promises, representations, or other forms of communication shall vary or alter the terms of this Contract except by written modification as provided herein.
- 23.18 ***Assignment of Antitrust Actions to Awarding Body:*** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 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 the awarding body tenders Final Payment to the Contractor, without further acknowledgment by the parties. See also Section 4552 for related requirements for those who submit bids.

END OF SECTION 00 72 00

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SUPPLEMENTARY CONDITIONS

SC-01 MODIFICATION OF THE GENERAL CONDITIONS

- A. **General:** These Supplementary Conditions form a part of and modify the preceding General Conditions. Provisions and requirements of the General Conditions not so modified shall remain in full force and effect.
- B. **Modifications:** The Articles, paragraphs, and subparagraphs mentioned are those of the General Conditions.
1. **Paragraph 1.15 – Engineer:** Under these Contract Documents, the Engineer is Wallace Group acting through its authorized representative.
 2. **Paragraph 1.22 – District:** Under these Contract Documents, the District is SEASIDE COUNTY SANITATION DISTRICT (SCSD).
 3. **Paragraph 4.5 - Working Hours:** Delete the text in entirety and replace with the following: “Working Hours: Normal working hours are considered to occur within the time frame of 8:00 AM to 5:00 PM, five (5) days per week, Monday through Friday. Additional time at the end of this period will be considered on a case-by-case basis. Earlier starting time will not be permitted except in the case of an emergency or other District approved reason.
 4. **Paragraph 5.4 – Laying Out the Work:** For this Work, the District will not establish property, easement, or right-of-way boundary surveys. Furthermore, the District will not provide or set a bench-line or benchmark for any portion of the Work. In performing the Work, the Contractor shall conduct such surveys as necessary to tie the new work into existing facilities and complete the Work as shown on the Drawings.
 5. **Paragraph 6.4.3.6 – Additional Named Insureds and Subrogation Waivers:** Harris & Associates and Wallace Group shall be named as Additional Named Insureds in all insurance policies required by Article 6 of the General Conditions and shall also be named as certificate holders.
 6. Article 23 - Miscellaneous Provisions. Add the following:
23.18 Assignment of Antitrust Actions to Awarding Body: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 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 the awarding body tenders final payment to the

Contractor, without further acknowledgment by the parties. See also Section 4552 for related requirements for those who submit bids.

SC-02 ADDITIONAL CONDITIONS: The following Conditions of the Contract form a part of the General Conditions and Supplementary Conditions.

A. California State Codes:

1. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate or per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the Contract. (A copy of the wage determinations is included at the end of this Section.) The Contractor and all Subcontractors shall comply with all requirements and provisions of Sections 1775 and 1776 of the California Labor Code. The Contractor shall forfeit as a penalty to the District \$25.00 for each calendar day, or portion thereof, for each worker paid less than stipulated prevailing rates for Work done under the Contract Agreement by him/her, or any Subcontractor under him/her, in violation of the provisions of the California Labor Code. Copies of these wage determinations shall be posted and maintained at the job site by the successful bidding Contractor, and thereafter Contractor shall be responsible for obtaining and posting all applicable updates to said Prevailing Rate Determinations. Any changes in the Prevailing Rate Determinations during the course of the Work, however, shall not affect the Contract Price.
 - a. Subject to the provisions of Sections 1810 to 1815, both inclusive, of the California Labor Code, the time of service of any laborer, worker, or mechanic employed on the Work shall be limited and restricted to eight hours during any one calendar day, except as otherwise provided in said sections, and the Contractor shall forfeit as a penalty to the District \$25.00 for each laborer, worker, or mechanic employed in the execution of the Work by him/her or any Subcontractor under him/her for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of the California Labor Code.
 - b. The Contractor shall make travel and subsistence payments to each worker needed to execute the Work in accordance with the requirements of Section 1773.8 of the California Labor Code.
 - c. The Contractor shall conform to all the requirements of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.
 - d. Each Contractor and subcontractor shall keep an accurate payroll record, 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 public work. The payroll records shall be certified and shall be available for

inspection at all reasonable hours at the principal office of the Contractor under certain specified conditions and shall be submitted to the District upon request.

2. The California Construction Safety Orders in effect during the Work shall apply continuously until final acceptance of the Work.
3. In compliance with California Government Code Section 4100 et seq., each Bidder shall state in his Bid the name and business address of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of the total Bid amount, and the portion of the Work which will be done by each Subcontractor. Each portion of the Work shall be performed by an organization equipped and experienced to do the Work in the particular field or discipline, and no portion of the Work shall be reserved by the Bidder or the Contractor to him(her)self unless he/she is so equipped and experienced. Not more than one Subcontractor shall be listed for the same portion of the Work. If a particular portion of the Work would be modified by an Alternative Bid or work unit bid item required by the Bid, the Bidder shall separately identify such portions of the Work and list the Subcontractors appropriately where they differ from those listed for the basic Work. The substitution of Subcontractors shall comply with California Government Code Section 4107. Requirements of General Conditions Paragraphs 2.11 and 10.2 shall also govern, except where differing in which instances these requirements shall govern.

- B. **Security Substitutions for Moneys Withheld to Ensure Contractor's Performance:** The Contractor, at his request and expense, will be permitted to substitute equivalent securities for any moneys withheld to ensure performance as follows, and in accordance with Section 4590 Chapter 13 of Division 5 of Title 1 and with amended Section 14402.5, each of the State of California Government Code. The term satisfactory completion of the contract in Section 4590 of the California Government Code shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion required by law.

At the Contractor's request, securities equivalent to the monetary amount withheld shall be deposited with the District, or with state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract. Securities eligible for this investment shall include those listed Section 16430 of the State of California Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to these conditions shall contain as a minimum, the following provisions:

1. The amount and type of securities to be deposited;
2. The terms and conditions of conversion to cash in case of the default of the Contractor; and
3. The termination of the escrow upon completion of the Contract.

The Contractor shall pay all costs and fees associated with the escrow or deposit.

- C. Attachments: The following documents form a part of these Supplementary Conditions:

<u>Documents</u>	<u>Pages</u>
State of California Prevailing Wage Determinations as provided in Paragraph SC-02A	See attached inserts at end of this Section

END OF DOCUMENT 00 73 00

ATTACHMENT 00800-A

PREVAILING WAGES

LOCALITY: MONTEREY COUNTY
DETERMINATION: MTY-2019-1

CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE		
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY
#	BRICKLAYER, BLOCKLAYER:												
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2018	04/30/2019*	A 40.480	9.950	12.150 B	2.000	0.800	C	8.0	66.580	E 87.820	E 87.820
	POINTER, CLEANER, CAULKER, WATERPROOFER	2/22/2019	06/30/2019**	A 49.530	9.950	12.040 F	-	1.530		8.0	73.480	98.240 G	98.240
#	BRICK TENDER	8/22/2018	06/30/2019**	H 34.020	8.250	10.680 F	-	0.450		8.0	53.700	E 70.710	E 70.710
#	CARPET, LINOLEUM,												
	SOFT FLOOR LAYER	2/22/2019	06/30/2019*	A 48.550	10.250	16.430 I	-	0.750		8.0	76.320	J 100.600	J 100.600
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2019	06/30/2019*	A 24.250	10.250	8.220 I	-	0.050		8.0	43.110	J 55.240	J 55.240
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2019	06/30/2019*	A 19.390	10.250	6.570 I	-	0.050		8.0	36.600	J 46.290	J 46.290
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2019	06/30/2019*	A 15.500	10.250	5.260 I	-	0.050		8.0	31.400	J 39.150	J 39.150
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2019	06/30/2019*	A 17.450	10.250	5.910 I	-	0.050		8.0	34.000	J 42.720	J 42.720
#	ELECTRICIAN:												
	COMM & SYSTEM INSTALLER	2/22/2019	11/30/2019*	40.020	11.050 K	6.400	-	1.100	L	8.0	60.230	M 80.940	M 80.940
	COMM & SYSTEM TECH.	2/22/2019	11/30/2019*	46.020	11.050 K	6.400	-	1.100	L	8.0	66.440	M 90.260	M 90.260
	INSIDE WIREMAN, TECHNICIAN	2/22/2019	12/22/2019**	N 49.300 O	11.700 P	11.450	-	O 0.950	Q	8.0	75.700	R 113.550	R 113.550
	CABLE SPLICER	2/22/2019	12/22/2019**	N 55.460 O	11.700 P	11.450	-	O 0.950	Q	8.0	82.110	R 123.170	R 123.170
	INSIDE WIREMAN (WHEN WELDING)	2/22/2019	12/22/2019**	N 54.230 O	11.700 P	11.450	-	O 0.950	Q	8.0	80.840	R 121.260	R 121.260
#	FIELD SURVEYOR:												
S	CHIEF OF PARTY	2/22/2019	02/29/2020**	45.030	13.880	T 11.510 U	4.330	1.120		8.0	76.080	V 98.600	V 98.600
S	INSTRUMENTMAN	2/22/2019	02/29/2020**	41.940	13.880	T 11.510 U	4.330	1.120		8.0	72.990	V 93.960	V 93.960
S	CHAINSMAN/RODMAN	2/22/2019	02/29/2020**	39.060	13.880	T 11.510 U	4.330	1.120		8.0	70.110	V 89.640	V 89.640
# X	GLAZIER	2/22/2019	06/30/2019**	A 49.980	10.250 Y	17.390	-	0.550	Z	8.0	78.550	AA 103.540	AA 103.540
# AB	MARBLE FINISHER	8/22/2018	07/31/2019*	AC 34.250	9.950	4.860 I	-	0.450		8.0	50.340	AD 67.460	AD 67.460
# AB	MARBLE MASON	8/22/2018	07/31/2019*	AC 47.030	9.950	16.040 I	-	0.800		8.0	74.910	AD 98.430	AD 98.430
#	PAINTER:												
AE	BRUSH AND SPRAY	2/22/2019	12/31/2019**	H 42.620	10.250	T 13.120 I	-	0.660		8.0	67.030	88.340	AF 88.340
AE	METALIZING AND THERMAL SPRAY	2/22/2019	12/31/2019**	H 45.620	10.250	T 13.120 I	-	0.660		8.0	70.030	92.840	AF 92.840
AG	INDUSTRIAL PAINTER	2/22/2019	12/31/2019**	H 43.870	10.250	T 13.120 I	-	0.660		8.0	68.280	90.210	AF 90.210
AE	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2019	12/31/2019**	H 43.120	10.250	T 13.120 I	-	0.660		8.0	67.530	89.090	AF 89.090
AE	EXOTIC MATERIALS	2/22/2019	12/31/2019**	H 43.370	10.250	T 13.120 I	-	0.660		8.0	67.780	89.460	AF 89.460
AE	PAPERHANGER, WALLCOVERING, LEAD ABATEMENT	2/22/2019	12/31/2019**	H 43.620	10.250	T 13.120 I	-	0.660		8.0	68.030	89.840	AF 89.840
AJ	TAPER	2/22/2019	12/31/2019**	AH 45.180	10.250	14.630 I	-	0.760		8.0	71.380	AI 93.970	AI 93.970
	TAPER CLEAN-UP	2/22/2018	06/30/2018*	AK 16.360	10.150	-	-	-		8.0	26.510	34.690 D	34.690
#	PLASTERER	2/22/2019	06/30/2019**	AL 34.920	13.480	14.470	3.500	1.150		8.0	68.720	85.160 AM	85.160
# AN	PLASTER TENDER	8/22/2018	06/30/2019*	AO 37.140	8.250	11.730 F	-	0.450		8.0	58.020	AP 74.640	AP 74.640
#	PLUMBER:												
	PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	2/22/2019	06/30/2019**	43.050	12.530	19.410 F	-	1.500		8.0	80.060	E 101.580	E 101.580
	PIPE TRADESMAN	2/22/2019	06/30/2019*	17.220	10.150	1.000 F	-	-		8.0	29.080	E 37.690	E 37.690
	UNDERGROUND UTILITY PIPEFITTER	8/22/2018	06/30/2019*	27.100	10.600	AQ 3.000	2.250	0.450		8.0	44.000	57.550 D	57.550
	LANDSCAPE PIPEFITTER	8/22/2018	06/30/2019*	27.100	10.600	AQ 3.000	2.250	0.450		8.0	44.000	57.550 D	57.550
AR	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2018	06/30/2019*	16.100	10.600	AQ 3.000	2.250	0.450		8.0	33.000	41.050 D	41.050

**LOCALITY: MONTEREY COUNTY
DETERMINATION: MTY-2019-1**

DETERMINATION: MTY-2019-1															
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE			
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
AS	LANDSCAPE ASSISTANT JOURNEYMAN	2/22/2019	06/30/2019*	16.100	10.600	AQ 3.000	2.250	0.450	0.600	8.0	33.000	41.050	D	41.050	49.100
AT	UNDERGROUND UTILITY TRADESMAN	8/22/2018	06/30/2019*	13.300	10.600	AQ 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D	36.850	43.500
AU	LANDSCAPE TRADESMAN I	2/22/2019	06/30/2019*	13.300	10.600	AQ -	2.250	0.450	0.600	8.0	27.200	33.850	D	33.850	40.500
AU	LANDSCAPE TRADESMAN II	2/22/2019	06/30/2019*	13.300	10.600	AQ 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D	36.850	43.500
	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2019	03/31/2019*	38.850	10.020	AV 11.980	-	0.520	0.250	8.0	61.620	81.040		81.040	100.470
#	ROOFER	2/22/2019	03/30/2019*	& 28.680	5.790	3.100	AW -	0.700	0.200	8.0	38.470	52.810		52.810	52.810
#	SHEET METAL WORKER														
AX	ZONE 1 (UNDER 20 MILES)	8/22/2018	06/30/2019**	H 48.900	AQ 13.780	AY 19.660	F -	1.430	0.570	8.0	84.340	AZ 110.080	AZ	110.080	135.810
AX	FOR SERVICE AND REPAIR	8/22/2018	06/30/2019**	H 48.900	AQ 13.780	AY 19.660	F -	1.430	0.570	8.0	84.340	BA 110.080	BB	110.080	135.810
	METAL DECK & SIDING	8/22/2018	06/30/2019*	H 39.930	AQ 14.380	BD 20.000	F -	BE 0.320	-	8.0	74.630	AZ 95.600	AZ	95.600	116.560
#	TERRAZZO FINISHER	8/22/2018	06/30/2019*	BG 36.180	9.950	5.740	F -	0.800	0.920	8.0	53.590	AZ 69.440	AZ	69.440	85.290
#	TERRAZZO WORKER	8/22/2018	06/30/2019*	BG 45.900	9.950	15.040	F -	0.800	1.110	8.0	72.800	AZ 92.810	AZ	92.810	112.820
#	TILE FINISHER	8/22/2018	03/31/2019*	BH 27.560	9.380	5.220	1.000	0.820	1.000	8.0	44.980	58.760	D	58.760	72.540
	RED CIRCLED FINISHER	8/22/2018	03/31/2019*	BH 33.440	9.380	5.840	1.500	0.820	1.070	8.0	52.050	68.770	D	68.770	85.490
#	TILE SETTER	8/22/2018	03/31/2019*	BH 45.270	9.380	7.070	2.500	1.170	1.670	8.0	67.060	89.690	D	89.690	112.330
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BI 0.630	-	-	8.0	17.310	BJ 23.660	BJ	23.660	23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BI 0.630	-	-	8.0	17.310	BJ 23.660	BJ	23.660	23.660
	HELPER	2/22/2019	03/31/2019*	12.000	3.200	0.780	BK 0.520	-	-	8.0	16.500	BJ 22.500	BJ	22.500	22.500

**LOCALITY: MONTEREY COUNTY
DETERMINATION: MTY-2019-1**

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR/RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR/RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN TWENTY-FIVE (25) AIR-MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING FIVE (5) MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE. FOR WAGE RATES IN AN AREA OUTSIDE OF THIS DESCRIPTION, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT.
- O CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.
- P CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- Q CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. INCLUDES AN AMOUNT EQUAL TO 1.25% OF THE BASIC HOURLY RATE FOR ADMINISTRATIVE MAINTENANCE FUND
- R RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME AND WORK PERFORMED ON A SATURDAY THAT IMMEDIATELY FOLLOWS A DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- S ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- U INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- V RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- W RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- X CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE
- Y INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- Z INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- AA RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- AB EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AC INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AD RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

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AE EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER LEVEL, \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO \$2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

AF DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

AG EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO \$2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

AH INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF

AI RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AJ PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.

AK INCLUDES AN AMOUNT FOR DUES CHECK OFF

AL INCLUDES AN AMOUNT WITHHELD FOR DUES CHECKOFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES WORKING ON AND BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE.

AM RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AN EACH MACHINE OPERATOR HOD CARRIER, COMMONLY KNOWN AS THE GUN MAN, SHALL RECEIVE AN ADDITIONAL \$0.75 PER HOUR. ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.

AO INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.

AP RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AQ PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AR THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AS THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN.

AT THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AU THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN

AV INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

AW INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AX APPLIES TO JOBSITES UNDER 20 MILES FROM MARKET AND MAIN STREETS IN SALINAS, CA (MONTEREY COUNTY) AND 5TH AND SAN BENITO STREETS IN HOLLISTER, CA (SAN BENITO COUNTY). FOR RATES OUTSIDE THESE ZONES REFER TO THE TRAVEL AND SUBSISTENCE PROVISIONS APPLICABLE TO THIS DETERMINATION.

AY INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AZ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

BA FOR BOTH THE MONDAY-FRIDAY AND THE TUESDAY-SATURDAY SERVICE WORKWEEKS, RATE APPLIES TO THE FIRST FOUR (4) HOURS WORKED OUTSIDE OF THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY.

BB APPLIES TO THE FIRST EIGHT (8) HOURS WORKED FOR THE MONDAY-FRIDAY SERVICE WORKWEEK; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY. FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK ONLY, SATURDAY WILL BE WORKED AT STRAIGHT-TIME FOR THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS.

BC THIS RATE ALSO APPLIES TO ALL HOURS WORKED ON MONDAY FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK.

BD INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.

BE INCLUDES \$0.05 FOR SCHOLAR FUND.

BF THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

BG INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

BH INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

BI RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.

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BJ RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT
THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BK RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

LOCALITY: MONTEREY COUNTY
DETERMINATION: MTY-2019-1

DETERMINATION: MTY-2019-1			CRAFT (JOURNEY LEVEL)																							
	ISSUE DATE	EXPIRATION DATE	INCREASE 1			INCREASE 2			INCREASE 3			INCREASE 4			INCREASE 5			INCREASE 6			INCREASE 7			INCREASE 8		
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	
BRICKLAYER, BLOCKLAYER: POINTER, CLEANER, CAULKER, WATERPROOFER BRICK TENDER	2/22/2019	06/30/2019**	7/1/2019	\$2.50	A	7/1/2020	\$2.50	A	7/1/2021	\$2.50	A	7/1/2022	\$2.50	A												
	8/22/2018	06/30/2019**	7/1/2019	\$1.20	A																					
ELECTRICIAN: INSIDE WIREMAN, TECHNICIAN CABLE SPICER	2/22/2019	12/22/2019**	12/23/2019	\$3.25	A	12/28/2020	\$3.25	A																		
	2/22/2019	12/22/2019**	12/23/2019	\$3.25	A	12/28/2020	\$3.25	A																		
INSIDE WIREMAN (WHEN WELDING) FIELD SURVEYOR:	2/22/2019	12/22/2019**	12/23/2019	\$3.25	A	12/28/2020	\$3.25	A																		
B CHIEF OF PARTY	2/22/2019	02/29/2020**	3/1/2020	\$3.00	A																					
B INSTRUMENTMAN	2/22/2019	02/29/2020**	3/1/2020	\$3.00	A																					
B CHAINMAN/RODMAN	2/22/2019	02/29/2020**	3/1/2020	\$3.00	A																					
C GLAZIER	2/22/2019	06/30/2019**	7/1/2019	\$1.50	A	1/1/2020	\$1.50	A	7/1/2020	\$1.50	A	1/1/2021	\$1.50	A												
PAINTER:																										
D BRUSH AND SPRAY	2/22/2019	12/31/2019**	1/1/2020	\$2.00	A																					
D METALIZING AND THERMAL SPRAY	2/22/2019	12/31/2019**	1/1/2020	\$3.00	E																					
F INDUSTRIAL PAINTER	2/22/2019	12/31/2019**	1/1/2020	\$2.25	G																					
D SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2019	12/31/2019**	1/1/2020	\$2.00	A																					
D EXOTIC MATERIALS PAPERHANGER, WALLCOVERING, LEAD ABATEMENT	2/22/2019	12/31/2019**	1/1/2020	\$2.00	A																					
D TAPER	2/22/2019	12/31/2019**	1/1/2020	\$2.00	A																					
PLASTERER	2/22/2019	12/31/2019**	1/1/2020	\$2.50	A	1/1/2021	\$2.75	A																		
2/22/2019	06/30/2019**	7/1/2019	\$3.73	A	7/1/2020	\$2.75	A																			
PLUMBER: PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	2/22/2019	06/30/2019**	7/1/2019	\$1.50	A	1/1/2020	\$1.50	A	7/1/2020	\$1.50	A	1/1/2021	\$1.75	A	7/1/2021	\$1.75	A									
SHEET METAL WORKER																										
H ZONE 1 (UNDER 20 MILES)	8/22/2018	06/30/2019**	7/1/2019	\$2.50	A																					
H FOR SERVICE AND REPAIR	8/22/2018	06/30/2019**	7/1/2019	\$2.50	A																					
FOOTNOTES																										

FOOTNOTES

PROJECT MANUAL FOR THE CONSTRUCTION OF DEL MONTE BOULEVARD SEWER LINE UPGRADE

VOLUME IB

TECHNICAL SPECIFICATIONS



Prepared for

SEASIDE COUNTY SANITATION DISTRICT
Department of Public Works

January 17, 2020



Prepared by

WALLACE GROUP

612 CLARION COURT, SAN LUIS OBISPO, CA 93401 • 805-544-4011

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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01 57 23	Temporary Storm Water Pollution Control
01 60 00	Product Requirements
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SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Work includes construction of sanitary sewer facilities in the City of Seaside, and City of Sand City, California, including in general, the following:
1. Abandoning existing 8", 10", and 12" gravity sewer and associated manholes;
 2. Upsizing an existing 12" gravity sewer to 15" diameter, in same alignment and grade;
 3. Providing a new 15" gravity sewer;
 4. Extending existing sewer laterals to new and replaced sewers;
 5. Providing a new 12" gravity sewer to divert flow from a 12" sewer to be abandoned, to the new 15" gravity sewer.
 6. Providing new 8" gravity sewer to allow abandonment of an existing lift station and force main.
 7. Abandonment of an existing lift station and force main.
 8. Slurry sealing pavement on Del Monte Boulevard and Tioga Avenue as shown on the drawings.
- B. The Work consists of items listed in the Base Bid. Refer to Section 01 20 00 for further definition.

1.2 WORK NOT INCLUDED

- A. Except for such auxiliary work as is shown or specified or is necessary as a part of the construction, the following work is NOT included in this Contract.
1. Work shown, but marked "NIC" (Not in Contract) or otherwise designated to be performed by others.

1.3 LOCATION OF SITE

- A. The Project is located in the City of Seaside, and City of Sand City, California. More specifically, the Project is on Del Monte Boulevard, LaSalle Avenue in the City of Seaside and on Tioga Avenue in City of Sand City.

1.4 SPECIFICATIONS

- A. The Specifications are those bound in the Project Manual. All sections of the Project Manual, including Notice Inviting Bids and Instructions to Bidders, are part of the Contract Documents for this Work. The Project Manual consists of the Notice Inviting Bids, Instructions to Bidders, Contract, General Conditions of the Contract for Construction, Supplementary General Conditions, Division 01, and Divisions 02 through 33 technical specifications, Caltrans 2018 Standard Specifications where specifically referenced.

1.5 DRAWINGS

- A. The Drawings consist of 15 sheets prepared by Wallace Group, dated January 17, 2020.

1.6 INTERRUPTION OF SERVICES

- A. Interruptions to any services for the purpose of making or breaking connections shall be made only after consultation with the District and Engineer a minimum of one week in advance of connection break, and shall be at such time and of such duration as may be directed.
- B. Disruption of existing sewer service to homes and businesses shall not exceed 2 hours to accommodate service tie-over to new sewer mains.

1.7 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Submit Construction Work Plan at Pre-Construction Meeting, dovetailing sequencing details with Schedule as required in Section 01 32 16, Construction Progress Schedule. District and Engineer will approve such plan prior to Contractor starting construction operations. Work Plan shall describe in detail how new sewer work, sewer bypassing, abandonment of existing sewers and lift station, and other Work items will proceed so as to minimize service disruptions during construction.
- B. Include in the Construction Work Plan, detailed sewer bypassing and cut-over plans, contingency plan for safeguarding against sewage spills.
- C. Prior to commencement of Work and within 7 calendar days of Notice to Proceed, verify and confirm, to the District's Representative in writing, the existing grades, elevations and conditions of the site. Any discrepancies between existing conditions and the contract documents must be brought to the District's attention during that time frame.
- D. Prepare schedules as set forth in Section 01 32 16, Construction Progress Schedule.

1.8 HOURS OF WORK

- A. Perform Work of this Contract on normal workdays and within normal work hours; 8:00 am to 5:00 pm Monday through Friday, and as specified for night work. For road closure restrictions, see Section 01 55 26, Traffic Control. After hours work and work on Saturdays, Sundays, and District holidays, may be permitted if approval is received from the District Engineer or Designee at least 3 working days in advance, at no additional cost to District. When Contractor schedules Work on non-working days or after hours work, the Contractor shall be responsible for the overtime costs incurred by the District for inspections or other related activities, unless such scheduled was requested by Engineer.
- B. Continuously keep existing drainage facilities, walks, and paved areas clean and free of mud and dirt, obstacles, etc., and protect against damage.
- C. The District will maintain operations of the existing lift station and existing force main during the entire period of construction. Abandonment of the lift station will be per Section 02 42 00, Removal and Salvage of Construction Materials.

- D. Schedule the Work to accommodate District occupancy and use of the Site and existing sewerage facilities.
- E. Final Submittals: Prior to requesting final payment, obtain and submit the following items to the Engineer for transmittal to the District:
 - 1. Written guarantees, where required.
 - 2. Completed record drawings per Section 01 70 00.
 - 3. Certificates of inspection and acceptance by local governing agencies having jurisdiction, including but not limited to Seaside CSD (including operations staff).
 - 4. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.9 PERMITS

- A. Contractor shall be responsible for securing identified permits, paying associated fees, bonds and charges associated with such permits, application submittals and re-submittals, and complying with the conditions of permits obtained by the Seaside County Sanitation District, City of Seaside, and City of Sand City.
 - 1. Encroachment Permit. A City encroachment permit for the Work is required of the Contractor for both jurisdictions (City of Seaside, City of Sand City).
 - 2. On Tioga Avenue, an encroachment permit for TAMC will be required, for work in the railroad right of way, and protection of existing railroad in the street.
 - 3. Provide detailed stormwater pollution control plan, see Section 01 57 23, Temporary Stormwater Pollution Control, Paragraph 1.04.

1.10 SITE ACCESS

- A. All Work is in the City right-of-way, subject to conditions of the City's issued encroachment permit.

1.11 EXCAVATIONS OR TRENCHING FOR UNDERGROUND UTILITIES

- A. Time intervals between excavation or trenching and installation of conduit or piping or other work concerned, and backfilling operations shall be kept to absolute minimum.
- B. Excavations or trenching crossing roadways and other traffic areas shall be provided with skid-resistant traffic bearing steel plates; pedestrian and bicycle paths shall be provided with skid-resistant traffic bearing steel plates, or other materials approved by District.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Refer to the General Conditions and other Division 01 Sections for Contractor responsibilities.
- B. Damage to existing improvements caused by Contractor's operations, either on-site or on adjacent sites, shall be repaired to restore damaged items to their original condition. Cost of such repair shall be borne entirely by Contractor.
- C. Drawings indicate existing structures, drainage lines, water, gas, electrical and other similar items and utilities that are known to the District.

- D. Locate known existing structures and utilities before proceeding with construction. Maintain them in service, except as otherwise specified. Provide protection and repair damage to them caused by the Work at no increase in Contract price.

1.13 GEOTECHNICAL INVESTIGATION

- A. A geotechnical engineering report has been performed for the District in order to obtain relative data concerning the character of material in and upon which the Project is to be built. The geotechnical report entitled "Del Monte Boulevard Sewer Main, Seaside, CA, Geotechnical Engineering Report", dated October 10, 2018 prepared by Earth Systems Pacific, may be used for the following purposes:
 - 1. In regards to the soils and road section conditions to be encountered in and around the project area, the data contained in the report may be used for information only as to the soil and pavement section conditions encountered at the location/address shown and on the date stated. The Contractor is solely responsible for satisfying itself as to the kind and type of soil, and characteristics of road sections to be encountered in the alignment of the sewer work, and any water or other subsurface conditions which might affect the construction of the project.
 - 2. Only where specifically called out in these specifications, the report may be used for design parameters in the preparation of shop drawings for the Project.
 - 3. Conclusions and recommendations contained in the report, which are not specifically referenced in these specifications, are not a part of the Contract.

END OF SECTION

- D. Locate known existing structures and utilities before proceeding with construction. Maintain them in service, except as otherwise specified. Provide protection and repair damage to them caused by the Work at no increase in Contract price.

1.13 GEOTECHNICAL INVESTIGATION

- A. A geotechnical engineering report has been performed for the District in order to obtain relative data concerning the character of material in and upon which the Project is to be built. The geotechnical report entitled "Del Monte Boulevard Sewer Main, Seaside, CA, Geotechnical Engineering Report", dated October 10, 2018 prepared by Earth Systems Pacific, may be used for the following purposes:
 - 1. In regards to the soils and road section conditions to be encountered in and around the project area, the data contained in the report may be used for information only as to the soil and pavement section conditions encountered at the location/address shown and on the date stated. The Contractor is solely responsible for satisfying itself as to the kind and type of soil, and characteristics of road sections to be encountered in the alignment of the sewer work, and any water or other subsurface conditions which might affect the construction of the project.
 - 2. Only where specifically called out in these specifications, the report may be used for design parameters in the preparation of shop drawings for the Project.
 - 3. Conclusions and recommendations contained in the report, which are not specifically referenced in these specifications, are not a part of the Contract.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

- 1.01 This Section describes the methods of measurement and payment for the specific bid items. All other provisions of the Contract Documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL

- A. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- B. Payment for all bid items shall include full compensation for all equipment, materials, labor, tools, trucking, and all other incidental work necessary to construct complete and operational systems which conform to the Contract Documents.

3.02 MEASUREMENT AND PAYMENT FOR BID ITEMS

- A. All lengths shall be measured in a horizontal plane (plan view dimensions), unless otherwise specified. All areas measured shall be based on the specified measurement definition included in each bid item description.
- B. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- C. Basis for the submitted bid shall be on the quantities shown for the items on the Bid Sheet.
- D. Unit definitions of Measurement and Payment
 - 1. "Lump Sum", or "LS", shall mean a single Lump Sum Payment for the identified bid item. Partial payments may be made, based on the Engineer's estimate of the percent completion of the specified item. Provide schedule of values for lump sum bid items with pay designation of "SV" on the bid schedule. Refer to Section 01 30 00, Administrative Requirements, Para. 1.04 for submittal requirements for Schedule of Values.

2. "Each" shall mean the actual number of identified bid items provided. Payment for the identified bid item will be based on providing each item, complete and in place in accordance with the contract documents.
3. Measurable units of quantity expressed in "Linear Feet" or "LF"; "Cubic Yard or CY"; "Ton"; "SF" or "SY" shall mean the number of indicated measurable quantities of the bid item. Payment for the identified bid item will be based on actual and measured quantities of the bid item installed.
4. For quantity changes for unit price work, refer to the General Conditions, Article 16.5.

E. Final Pay Quantities.

1. Bid items that are designated a Final Pay Quantity bid item by having the notation (F) or (S-F) shown on the bid sheet or by designation in this Section 01 20 00, Measurement and Payment.
2. The quantity shown on the bid sheet for a Final Pay Quantity shall be the final pay quantity used for the purpose of payments, unless the dimensions of any portion of the item are modified by the Engineer, or the item or any portion of the item is eliminated.
3. If the dimensions of any portion of a Final Pay Quantity bid item are changed, and the changes result in an increase or decrease in the quantity of the item, the final pay quantity will be revised by the change in quantity.
4. If a portion of a Final Pay Quantity item, or the item is eliminated, the final pay quantity will be adjusted by the quantity eliminated.
5. The estimated quantity shown on the bid sheet for a Final Pay Quantity bid item shall be considered as an estimate only and no guarantee is made that a quantity computed based on the details and the plans, will equal the estimated quantity shown on the bid sheet. No allowance is made in the event that a computed quantity does not equal the estimate quantity.
6. In the case of a discrepancy between a quantity shown on the plans, and an estimated quantity shown on the bid sheet for a Final Pay Quantity item, payment will be based on the quantity shown on the bid sheet.

BASE BID

Bid Item No. 1 – Mobilization/Demobilization

- A. Units: Lump Sum
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for mobilization/demobilization.
 1. Partial payments based on Engineer's determination. No more than 50% of payment for mobilization/demobilization work will be made at beginning of Project, and no more than 95% of payment made until substantial completion is reached, and all the listed items have been completed to the satisfaction of the District.

- D. Scope of bid item: Mobilization/demobilization includes, but is not limited to the following:
1. Mobilization/demobilization at the Project site.
 2. Obtaining all required bonds, insurance, and permits.
 3. Posting all Cal-OSHA required notices and establishment of safety programs and injury and illness prevention plan (IIPP).
 4. Moving onto the site of all Contractors' plant and equipment required for project operations.
 5. Arranging for and erection of Contractor's work areas and storage yards.
 6. Coordination with utility companies during construction activities adjacent to utility agency facilities.
 7. Providing and installing temporary communication facilities.
 8. Potholing existing utilities to verify locations of subsurface utilities and tie-in points.
 9. Public notifications to public during construction, including customer notifications of service disruption.
 10. Providing and installing construction water and on-site sanitary facilities.
 11. Designation of the Contractor's superintendent who will be present at the job site full time.
 12. Documenting construction progress, including pre- and post-construction photographs, and progress photographs.
 13. Preparing and submitting field record drawings.
 14. Removing equipment, personnel, temporary facilities, and other construction resources at job completion.
 15. Site cleanup.
 16. All other incidental work as specified in Division 01 of the Specifications, and as necessary to complete mobilization/demobilization in accordance with the Contract Documents.

Bid Item No. 2 - Construction Survey

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for construction survey.
- D. Scope of bid item: Construction survey includes, but is not limited to the following:
1. All survey Work related to sanitary sewer works as described in Section 02 21 00, Surveys and the Drawings.
 2. Replacement of property corner markers, including proper recordation.
 3. Pothole surveys and pothole reports.

4. All other incidental work necessary to complete construction survey in accordance with the Contract Documents.

Bid Item No. 3 – Storm Water Pollution Control/SWPPP

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for storm water pollution control/SWPPP.
- D. Scope of bid item: storm water pollution control/SWPPP includes, but is not limited to the following:
 1. Proper management of storm water in accordance with local and State requirements.
 2. Compliance with all SWPPP requirements including QSP inspections during construction. Complying with all reporting, monitoring, inspection and permitting requirements for protection of water quality.
 3. All other incidental work necessary to complete storm water pollution control/SWPPP in accordance with the Contract Documents.

Bid Item No. 4 - Sheeting, Shoring and Bracing

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for sheeting, shoring and bracing.
- D. Scope of bid item: Work for sheeting, shoring and bracing includes, but is not limited to the following:
 1. Required fees, permits, plans, and submittals, prepared by California registered civil or structural engineer.
 2. Compliance with all requirements for Cal-OSHA construction safety in the excavation of trenches and pits, and in Section 31 23 33, Trenching and Backfilling.
 3. Trench excavation plans if required.
 4. Providing adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to the applicable construction safety orders.
 5. All other incidental work necessary to complete sheeting, shoring and bracing in accordance with the Contract Documents.

Bid Item No. 5 - Sanitary Sewer Bypassing

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.

- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for sanitary sewer bypassing.
- D. Scope of bid item: Work for sanitary sewer bypassing includes, but is not limited to the following:
 - 1. Required plans and submittals.
 - 2. All labor, equipment and materials to perform sewer bypassing, including pumps, generators, monitoring, alarms, and notifications.
 - 3. Logging and reporting as required to document safe and complete sewer bypassing with no sewage spills.
 - 4. All other incidental work necessary to complete sanitary sewer bypassing in accordance with the Contract Documents.

Bid Item No. 6 – Traffic Control

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for traffic control.
- D. Scope of bid item: traffic control includes, but is not limited to the following:
 - 1. Preparation of approved traffic control plans.
 - 2. Managing and notifying public and safety personnel (fire, police), utility services (US mail, garbage, etc.) of road closures, parking restrictions and other traffic related matters.
 - 3. Providing traffic control including flagmen, warning signs, cones, warning devices and other such labor, materials and equipment to provide traffic control for the Work.
 - 4. All other incidental work necessary to complete traffic control in accordance with the Contract Documents.

Bid Item Nos. 7, 9, 15" Replace Existing Gravity Sewer – (15' Depth and Shallower; 15' Depth and Deeper)

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 15" Replace Existing Gravity Sewer includes, but is not limited to the following:

1. Temporary work necessary to maintain operation of the existing sanitary sewer system during construction, other than sewer bypass work required as part of Bid Item 5.
2. New 15" PVC SDR 35 gravity sewer to replace existing 12" VCP sewer; or new 15" HDPE sewer pipe installed by pipe bursting.
3. New sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding re-connection of existing sewer laterals.
4. Removal of existing sewer as required for construction of new sewer, or installation by pipe bursting.
5. Restoration of traffic loops damaged during construction (no splicing allowed).
6. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration, but excluding slurry sealing where shown on the drawings.
7. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.
8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
9. Control of surface and subsurface waters, verification of adjacent utilities.
10. Mandrel, air testing and video inspection per Section 33 31 00.
11. All other incidental work necessary to complete 15" Replace Existing Gravity Sewer in accordance with the Contract Documents.

Bid Item Nos. 8, 10 – 15" New Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 15" New Gravity Sewer includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer system during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 15" PVC SDR 35 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding re-connection of existing sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration, but excluding slurry sealing where shown on the drawings.
 5. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.

6. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
7. Control of surface and subsurface waters, verification of adjacent utilities.
8. Mandrel, air testing and video inspection per Section 33 31 00.
9. All other incidental work necessary to complete 15" new gravity sewer in accordance with the Contract Documents.

Bid Item No. 11- 12" Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 12" gravity sewer includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 12" PVC SDR 35 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration but excluding slurry sealing where shown on the drawings.
 5. Striping restoration in kind (do not replace pavement markers) in areas not receiving new slurry sealing.
 6. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 7. Control of surface and subsurface waters, verification of adjacent utilities.
 8. Mandrel, air testing and video inspection per Section 33 31 00.
 9. All other incidental work necessary to complete 12" gravity sewer in accordance with the Contract Documents.

Bid Item No. 12- 10" Gravity Sewer

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.

- D. Scope of bid item: 10" gravity sewer includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 2. New 10" PVC SDR 35 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 3. Restoration of traffic loops damaged during construction (no splicing allowed).
 4. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration and striping restoration in kind (do not replace pavement markers).
 5. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 6. Control of surface and subsurface waters, verification of adjacent utilities.
 7. Mandrel, air testing and video inspection per Section 33 31 00.
 8. All other incidental work necessary to complete 10" gravity sewer in accordance with the Contract Documents.

Bid Item No. 13 - Abandon Existing Gravity Sewer and MHs

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for abandon existing gravity sewer and MHs.
- D. Scope of bid item: abandon existing gravity sewer and MHs includes, but is not limited to the following:
1. Video inspection of existing sewer has no "live" connections, and such abandonment may proceed, upon approval from District staff.
 2. Flushing clean existing sewer and properly managing such liquids generated from flushing.
 3. Filling abandoned sewer main with slurry per Section 02 42 00, removing and disposal of sewer pipe as required.
 4. Abandoning sewer MH by cracking base, filling cavity with sand backfill, removing upper 12" of grade rings, rim/cover, backfilling to finished grade/finished surface.
 5. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, but excluding slurry sealing where shown on the drawings.
 6. Restoration of road surface, hardscape and landscape improvements.
 7. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 8. Control of surface and subsurface waters, verification of adjacent utilities.

9. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
10. All other incidental work necessary to complete abandon existing gravity sewer and MHs in accordance with the Contract Documents.

Bid Item No. 14 - Extend Existing Sewer Laterals to New Gravity Sewer

- A. Units: Each (EA)
- B. Measurement: The number of actually completed lateral extensions to new gravity sewer.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, extend existing sewer laterals to new gravity sewer in accordance with the contract documents.
- D. Scope of bid item: extend existing sewer laterals to new gravity sewer includes, but is not limited to the following:
 1. Customer notifications of service disruption.
 2. Lateral extensions, couplings, new sewer lateral material.
 3. Installing lateral extensions with minimum 1/4-inch per foot slope/drop.
 4. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement.
 5. Restoration of road surface, hardscape and landscape improvements.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface and subsurface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Leakage testing, CCTV of sewer laterals.
 10. All other incidental work necessary to complete extend existing sewer laterals to new gravity sewer in accordance with the Contract Documents.

Bid Item No. 15 - 48" Gravity Sewer Manhole

- A. Units: Each (EA)
- B. Measurement: The number of actually completed 48" diameter gravity sewer manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, 48" gravity sewer manhole in accordance with the contract documents.

- D. Scope of bid item: 48" gravity sewer manhole includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. New gravity sewer manhole, including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 3. Lining manhole per Section 09 97 23.
 4. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 5. Restoration of road surface.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface and subsurface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Forming new manhole base to details shown in the contract documents.
 10. All other incidental work necessary to complete 48" gravity sewer manhole in accordance with the Contract Documents.

Bid Item No. 16 – Remove Existing Sewer MH and Replace With New 48" Gravity Sewer MH

- A. Units: Each (EA)
- B. Measurement: The number of actually completed removal of existing and replacement with new 48" diameter gravity sewer manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, Remove existing sewer MH and replace with new 48" gravity sewer MH in accordance with the contract documents.
- D. Scope of bid item: Remove existing sewer MH and replace with new 48" gravity sewer MH includes, but is not limited to the following:
1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. Complete removal of existing sewer manhole.
 3. New gravity sewer manhole, including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 4. Lining manhole per Section 09 97 23.
 5. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 6. Restoration of road surface.
 7. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.

8. Control of surface and subsurface waters, verification of adjacent utilities.
9. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
10. Forming new manhole base to details shown in the contract documents.
11. All other incidental work necessary to complete Remove existing sewer MH and replace with new 48" gravity sewer MH 48" gravity sewer manhole in accordance with the Contract Documents.

Bid Item No. 17 - 48" Gravity Sewer Drop Manhole

- A. Units: Each (EA)
- B. Measurement: The number of actually completed 48" diameter gravity sewer drop manholes.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, 48" gravity sewer drop manhole in accordance with the contract documents.
- D. Scope of bid item: 48" gravity sewer drop manhole includes, but is not limited to the following:
 1. Temporary work necessary to maintain operation of the existing sanitary sewer, other than that required for sewer bypassing per Bid Item 5.
 2. New gravity sewer drop manhole, drop piping, and including concrete rings, eccentric cone, base, shelves, grade rings, frame and cover.
 3. Excavation, hand-digging, exposing, backfilling, compaction, and surface replacement, aggregate base placed beneath manhole base.
 4. Lining manhole per Section 09 97 23.
 5. Restoration of road surface.
 6. Restoration of striping in kind (do not replace pavement markers) in areas not receiving new slurry seal.
 7. Control of surface and subsurface waters, verification of adjacent utilities.
 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 9. Forming new manhole base to details shown in the contract documents.
 10. All other incidental work necessary to complete 48" gravity sewer drop manhole in accordance with the Contract Documents.

Bid Item No. 18 – Sewer MH Flow Monitoring Device

- A. Units: Each (EA)
- B. Measurement: The number of actually completed monitoring devices in new sewer MHs.

- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, sewer MH flow monitoring device in accordance with the contract documents.
- D. Scope of bid item: sewer MH flow monitoring device includes, but is not limited to the following:
 - 1. Specified flow monitoring device, complete and installed per manufacturer's recommendations, in the sewer MHs indicated on the drawings.
 - 2. All other incidental work necessary to complete sewer MH flow monitoring device in accordance with the Contract Documents.

Bid Item Nos. 19, 20- 8" Gravity Sewer/Replace Existing – 15' Depth and Shallower; 15' Depth and Deeper

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed sewer line, measured parallel to the ground slope along road surface.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, pipeline in accordance with the contract documents.
- D. Scope of bid item: 8" gravity sewer/replace existing includes, but is not limited to the following:
 - 1. Temporary work necessary to maintain operation of the existing sanitary sewer system being tied into, during construction, other than sewer bypass work required as part of Bid Item 5.
 - 2. New 8" PVC SDR 35 sanitary sewer pipe as shown on the drawings, adapters, connection to existing or new sewer manholes shown, but excluding connection of sewer laterals.
 - 3. Protection of existing railroad tracks in place, no trenching allowed across tracks.
 - 4. Removal of existing gravity sewer as required for construction of new sanitary sewer.
 - 5. Restoration of traffic loops damaged during construction (no splicing allowed).
 - 6. Trenching, hand-digging, exposing, backfilling, compaction, including road surface restoration including cross gutter replacement where required, but excluding slurry seal where shown on the drawings.
 - 7. Restoration of striping in kind (do not re-install pavement markers) in areas not receiving new slurry seal.
 - 8. Hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents.
 - 9. Control of surface and subsurface waters, verification of adjacent utilities.
 - 10. Mandrel, air testing and video inspection per Section 33 31 00.

11. All other incidental work necessary to complete 8" gravity sewer/replace existing in accordance with the Contract Documents.

Bid Item No. 21 - Abandon Tioga Lift Station Wetwell and Force Main

- A. Units: Lump Sum (LS)
- B. Measurement: Partial payments based on Engineer's determination.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for abandon Tioga lift station and force main.
- D. Scope of bid item: Abandon Tioga lift station and force main includes, but is not limited to the following:
 1. Plug incoming gravity sewer to wetwell, after ensuring there are no longer sewage flows to the lift station.
 2. Wash down wetwell interior, evacuate contents and dispose of sewage properly.
 3. Run pumps with clean water sufficiently to fill remaining sewage force main with clean water. Drain force main, plug force main at both ends. The force main plug at the wetwell shall be at the interior face of the wetwell wall (cut and remove portion of force main pipe required to install plug).
 4. Crack bottom of wetwell such that it cannot hold water/fluids.
 5. Disconnect power to pumps, pump controllers and control panel, salvage pumps, pump controllers and control panel to District.
 6. All other incidental work necessary to complete abandon Tioga lift station and wetwell in accordance with the Contract Documents.

Bid Item 22 - Slurry Seal Tioga Avenue

- A. Units: Square Yard (SQYD).
- B. Measurement: The actual square yard of coverage of Type II slurry seal.
- C. No payment will be made for slurry seal placed outside of the dimensions, tolerances, and areas specified unless ordered by the Engineer.
- D. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the slurry seal Tioga Avenue in accordance with the contract documents.
- E. Scope of bid item: slurry seal Tioga Avenue includes, but is not limited to the following:
 1. Providing the number of coats required per plans and specifications.
 2. Restoration of surface striping in kind (do not restore pavement markers).
 3. All other incidental work necessary to complete slurry seal Tioga Avenue accordance with the Contract Documents.

Bid Item 23 - Slurry Seal Del Monte Boulevard

- A. Units: Square Yard (SQYD).
- B. Measurement: The actual square yard of coverage of Type II slurry seal.
- C. No payment will be made for slurry seal placed outside of the dimensions, tolerances, and areas specified unless ordered by the Engineer.
- D. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the slurry seal Del Monte Boulevard in accordance with the contract documents.
- E. Scope of bid item: slurry seal includes, but is not limited to the following:
 - 1. Providing the number of coats required per plans and specifications.
 - 2. Restoration of surface striping in kind (do not replace pavement markers).
 - 3. All other incidental work necessary to complete slurry seal Tioga Boulevard accordance with the Contract Documents.

TESTING

- A. The District will perform or will contract for the performance of the following tests. The District will pay for the costs of the initial tests. Should test results show that any work, construction, materials, or methods is unacceptable, the Contractor shall pay for all costs associated with any necessary retesting before or after corrective measures have been made. Such costs will be deducted from payments due to the Contractor.
 - 1. Compaction Test and R-Values- Testing for soil compaction and R-Values will be provided by a Soils Engineer under separate contract with the District.
- B. The Contractor shall furnish and pay for all labor, materials, tools, and supplies required to make the following performance tests in the presence of the Engineer:
 - 1. Video logging for sanitary sewer mains and laterals.
 - 2. Air and deflection testing for sanitary sewer mains.
 - 3. Sewer manhole leakage testing.
 - 4. Other Test Required by the Contract Documents

All tests must be passed, and any test reports requested by the District shall be provided to the District prior to acceptance of the work.

END OF SECTION

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 PROJECT CONTROL

- A. The District's Representative will outline and detail communication, correspondence and coordination procedures at the Project pre-construction meeting.
- B. Condition of Work in Place: Inspect and take responsibility for previously prepared or installed work of other contractors before applying subsequent materials or finishes. If work is in unsatisfactory condition, notify the District. Do not proceed until defective work has been corrected.
- C. Coordination:
 - 1. Subletting and Subcontracting Responsibilities: Refer to General Conditions of the Contract for Construction, Article 10.
 - 2. Perform and complete checking and coordination before commencing construction in the affected areas.
 - 3. Carefully examine Drawings relating to entire work with actual conditions so that Work will be accommodated in spaces provided. General arrangement and location of elements of various systems is shown on the Drawings or specified. Final locations, levels, etc., shall be governed by actual material size used, by conditions encountered, and by work of all trades. Space conflicts and interferences shall be resolved before work is installed.
 - 4. Utilize the Contract Documents, submittals, and layout drawings of the various trades to check and coordinate the Work so that no interferences or conflicts between trades will occur. This checking and coordination shall be performed and completed before construction is commenced in each affected area.
 - 5. Coordinate the work to assure efficient and orderly sequence of installation of construction elements. Make provisions for accommodating items installed by the District or under separate contracts.
 - 6. Verify that the characteristics of interrelated operating equipment are compatible, and coordinate all Work required for installing, connecting and placing such equipment into service.

1.02 LOCATIONS, ELEVATIONS, AND LAYOUT OF WORK

- A. Property lines, location ties, and elevations of components of the Project to be built under this Contract are shown on the Drawings. Grade elevations shown for various parts of the Work are taken from a bench mark shown on the Drawings, or if not shown, will be designated by the District. In case of conflict therein, notify the District in writing before starting work.
- B. Lay out the Work and furnish surveys required for alignment and elevations of the Work, and pay all costs therefore. Provide necessary lines, levels, locations, measurements and markers for all on the Work and be responsible for their accuracy.

1.03 SCHEDULES AND MEETINGS

- A. Planning and Scheduling: Provide a project schedule as outlined herein.
- B. Provide updated project schedules per Paragraph 1.03.C below, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and purchase and delivery of products requiring long lead-time procurement. This schedule will be broken down into activities of 4 weeks maximum duration, with the exception of procurement. Each activity shall be explicit in definition and location of work.
- C. The schedule shall be updated 1) once per month, 2) whenever work is behind schedule to an extent greater than 14 days, and 3) to add change order work which impacts schedule.
- D. Project Meetings: Contractor or his duly appointed representative shall attend project meetings at regular intervals as set by the District as required by pertinent Specification Sections. Attendance shall be limited to the Contractor and his immediate subordinates, subcontractors where so specified, the District, and representatives of the Engineer and Consultants, as requested. District, or District's duly appointed representative, will keep minutes of meetings; with copies sent to all who attend. Meetings shall be held at the job site, or District offices depending on meeting agenda, duration of meeting or other considerations by District.

1.04 SCHEDULE OF VALUES

- A. Provide a Schedule of Values for those contract lump sum items identified in the Bid Schedule designated by "SV". Submit Schedule of Values to the Engineer for review and approval within 15 working days following notice to proceed, or at the pre-construction kickoff meeting, whichever occurs first. Schedule of Values will be approved, in writing, by the Engineer before any partial payment will be made for the applicable lump sum items of Work.
- B. Submit to the District for acceptance, in the form directed by or acceptable to the District, a complete schedule of the values of the various portions of the Work, including quantities and unit prices if required by the District, aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required for this Work, and shall be supported by such data to substantiate its correctness as the District may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when accepted by the District, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price. The initial submittal for the schedule of values shall be provide at the preconstruction conference or within 10 days of the Notice to Proceed, whichever comes sooner.
- C. Determine the quantities required to complete the Work shown on the plans. The quantities and their values shall be included in the cost breakdowns submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the

quantities and values used in the cost breakdowns submitted for approval. The sum of the amounts for the line items of work listed in each cost breakdown table for the lump sum items shall be equal to the contract lump sum price bid for same items.

- D. No adjustment in compensation will be made in the contract lump sum prices paid for these lump sum bid items resulting from differences between the quantities shown in the cost breakdowns furnished by the Contractor and the quantities required to complete the Work as shown on the plans and as specified in these Technical Specifications.
- E. Individual line item values in the approved cost breakdown tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract lump sum items due to changes in line items of work ordered by the Engineer.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 DESCRIPTION

This Section covers the specific requirements for the Construction Progress Schedule, using the Critical Path Schedule Method.

- A. Work Included in This Section. Principal items are:
 - 1. Critical Path Method (CPM) Schedule Printouts and Plot
 - 2. CPM Schedule Narrative

1.02 SUBMITTALS

Provide one hard copy and one PDF of each CPM schedule, updated schedule and revised narrative for the District's review.

PART 2 PRODUCTS

2.01 GENERAL

Submit a CPM analysis for construction progress control. Clearly indicate all construction activities and sub-activities on a time-oriented basis with the critical path fully identified for all activities. Update and resubmit the schedule as indicated herein; flag all slippages and missed mileposts and provide a narrative description of proposed corrective actions.

- A. Include the following minimum information for each activity and critical path item:
 - 1. Date of initial submittal, as applicable.
 - 2. Ordering dates for long lead-time items.
 - 3. Dates for arrival of materials on site, including both Contractor and District Furnished Equipment (if any).
 - 4. Start of work on the item.
 - 5. Completion of work on the item.
 - 6. Start-up and check out.
 - 7. Testing.
 - 8. Final cleanup.
 - 9. Final completion.
- B. The CPM schedule shall demonstrate the Contractor's plan for fulfilling all Contract requirements and shall include review time for submittals.

- C. Progress Payment Printout. Include with the CPM schedule a computerized Job Progress Report Form. The form shall include all items listed in the cost breakdown provided to the District and shall include the following:
1. Total units required for the Work.
 2. Units completed to-date.
 3. Units completed this month.
 4. Unit cost.
 5. Total cost this month.
 6. Total cost to-date.

The columns shall be appropriately summed indicating total project cost, total work completed to-date and total work this month. Obtain District's approval of printout format.

2.02 FORMAT

- A. Size. Prepare on 8 1/2 x 11 inch or 11 x 17 inch paper.
- B. Technique. The diagram technique to be used shall be in accordance with conventional CPM activity (I-J) technique set forth in the Associated General Contractors of America publication: "CPM in Construction, A Manual for General Contractors".
- C. Activity Descriptions. Select activity descriptions which clearly indicate the work task.
- D. Duration - Work Days Required. Indicate each CPM trade activity utilizing a standardized work day calendar. Said calendar will be based on a 5-day week. Activities shall be selected such that their durations are not less than 5 days nor more than 20 days. Additional nodes or activities shall be used as required.
- E. Activity Listing. Provide the following activity listings:
1. I-J node consecutive listing with activity description starting from lowest numbered node to highest numbered node.
 2. Listing of activities by early start consecutive from first early start item to last early start item.
 3. Listing of all activities on the critical path with start and finish dates.
- F. Cost Allocation. Assign the cost of work, a sum including allocation for materials, labor, equipment, overhead, and profit, to each activity. Additional nodes shall be used as required.
- G. Narratives.
1. Prepare detailed narrative statements of assumptions and conditions which provide supportive information for conclusions represented in each network schedule submitted. Such narratives shall accompany the CPM network submittals.
 2. Indicate proposed areas for work and for storage of specific materials, proposed use of equipment, assumptions, and methods which determine durations and sequences represented in specific areas of network analysis and schedule. Additionally, submit specific narrative statements relating to control

and expediting of submittals, fabrication, and delivery of specific materials and equipment, and to supplement progress reports and successive revisions of the project schedule.

PART 3 EXECUTION

3.01 INITIAL SUBMITTAL

Within 10 working days after receipt of Notice of Award, or by the pre-construction kick-off meeting, whichever occurs sooner, submit for review and approval the complete CPM network for this Contract work. The network shall be prepared to assign costs to each activity item indicated for such work.

3.02 REVIEW AND APPROVAL

- A. Within 5 working days after receipt of the initial CPM network activity listing, the District will meet with the Contractor for joint review, correction or adjustment of the Contractor's proposed approach. Within 5 days after the joint review, the Contractor shall submit a revised CPM network reflecting comments offered during the joint review. The District will review this resubmission, and may accept it as submitted. The accepted CPM will constitute the Contractor's project work schedule until it is subsequently revised by the Contractor.
- B. Acceptance of the CPM is not to be construed as concurrence by District that schedule is reasonable or achievable. Any omission of project work from the CPM network or activity listing, otherwise required for Contract compliance, shall not excuse the Contractor from completing such work within any applicable completion date as determined by the District.

3.03 UPDATE

- A. Twice a month or as agreed, on a date mutually agreed upon, a job-site meeting will be held to review the CPM network, activity listing, and job progress.
- B. The conditions under which a revision of the schedule will be required are as follows:
 - 1. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either 5 working days or by 10 percent of the remaining duration of time to complete the Contract, whichever is less.
 - 2. When delays in submittals or deliveries or work stoppages are encountered which make re-planning or re-scheduling of the work necessary.
 - 3. When the schedule does not represent actual prosecution and progress of the work.
 - 4. When Contract modification necessitates schedule revision, submit a subnetwork analysis of all change work with his Proposal. If approved, this subnetwork will become a part of the approved schedule.

- C. As part of this review, prepare a brief narrative report relating to the status of construction, submittals, approvals, and procurement. Indicate in the report areas where problems exist and are anticipated and recommend corrective action needed to be taken by the District or by the Contractor.

3.04 CONTRACTOR'S REPRESENTATIVE

Designate an authorized representative who shall be responsible for production and review of the network diagram and who shall assume responsibility for reviewing progress of the work with the District. The Contractor's representative shall have direct control and complete authority to act on behalf of the Contractor; and such authority shall not be interrupted throughout the duration of the Contract, without approval of the District.

3.05 PROGRESS PAYMENT

The Job Progress Report will constitute the basis for monthly payment. Payment will not be made until the Job Progress Report is approved. No payment shall be made until obsolete CPMs are updated and the CPM is accepted by the District.

3.06 PAYMENT FOR CPM

Include all costs of preparing and updating the CPM as specified herein in the Bid Price for the Contract.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

This Section covers requirements for submittals in addition to those stated in elsewhere in the Contract Documents, and forms a part of all other Specification Sections in which submittals are specified or required. Refer to the specific Sections and Divisions of the Specifications for additional submittal requirements.

- A. Submittal Requirements Included in this Section.
 - 1. Number of submittal copies required.
 - 2. CPM progress schedule.
 - 3. Shop drawings.
 - 4. Samples.
 - 5. Materials lists and equipment data.
 - 6. Instruction (operation and maintenance) manuals.
 - 7. Installation instructions.
 - 8. Seismic calculations.
 - 9. Record drawings and specifications.
 - 10. Certificates.
 - 11. Schedule of values.
- B. Submittal Requirements in General Conditions and Other Sections.
 - 1. Applications for payments Section 00700, Article 15.
 - 2. Section 00 72 00, Article 12, and Section 01 70 00, Execution and Closeout Requirements
 - 3. Schedule of testing laboratory services.
 - 4. Written guarantees and warranties.
 - 5. Factory test reports.
 - 6. Manufacturers' certified reports.
 - 7. System validation test procedures and results.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SUBMITTAL - GENERAL REQUIREMENTS

All items required to be submitted for review shall be furnished by and at the expense of the Contractor and any work affected by them shall not proceed without such review. Except for record documents, test plans, and instructional manuals for operation and maintenance, submittal shall be approved before the material or equipment covered by the submittal is delivered to the site.

A. Number of Submittals.

1. General. Except for manufacturer's instruction manuals and samples, the District shall require and retain a complete PDF copy of all submittals plus one hard copy, specified or required in this and all other Sections of these Specifications, for Contractor's and Contractor's representatives' use, unless otherwise specifically noted in a specific Specification section. The Contractor may at Contractor's own expense, submit additional hard copies, not to exceed 3, to be reviewed and returned for Contractor's use.
2. Samples. Provide the number of samples for each material or equipment item in accordance with Paragraph 3.04 herein and as required in the respective section of these Specifications.
3. Manufacturer's Instruction Manuals. Provide the number of copies of the submittals in accordance with Paragraph 3.01A above. Upon approval of the preliminary submittals, deliver one PDF plus 1 hard copy of each manual to the District, unless otherwise specified or directed.

B. Method of Submittal. Equipment which is specified in one section of the Specifications shall not be combined in a single submittal with equipment specified in other Sections of the Specifications, unless unit responsibility for a package system is required. In each transmittal the Contractor shall state the District's Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Supplier or Distributor as applicable, Plan Reference and Specification Section, Articles, and paragraphs to which the submittal pertains; accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Submittal transmittals shall fully index all items submitted.

C. Piecemeal Submittals. Except for reinforcing steel submittals, piecemeal submittals will be returned unreviewed. However, for mechanical equipment and the like, separate submittals for embedded items, embedded metal work and anchors will be accepted for review.

D. Number of Submittal Re-Reviews. The District will provide required submittal/re-submittal review up to three occurrences per submittal. Contractor shall reimburse the District the cost of District's, District's Representative's, and Engineer's time required for all subsequent reviews beyond three reviews. Such costs for excessive review of incomplete or non-conforming submittals shall be deducted from Contractor's monthly pay requests at the time such charges are incurred.

- E. Engineer's Submittal Review Schedule. Engineer will review and return submittals within 10 working days from date of receipt from District's Representative. Engineer will review and return re-submittals within 3 working days from the date of receipt from District's Representative.

3.02 NOT USED

3.03 SHOP DRAWINGS

- A. Title Block and Identification. On each shop drawing, provide a space for the Engineer's approval or correction stamp and a title block showing the following:
1. Name and address of Contractor.
 2. Name and address of Subcontractor, manufacturer, supplier, or distributor, as applicable.
 3. Name and address of District.
 4. Date, scale of drawings, and identification number.
 5. Contractor's review and approval stamp.
 6. District's Project Number (if applicable).
 7. Drawing Reference and Specification Section reference.
 8. Project Name.
- B. Preparation and Size. Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings shall be PDF copies.
- C. Data. Unless the following data is included in instruction manuals or equipment data submitted prior to or with the shop drawings, submit with the shop drawings complete catalog and technical data for all manufactured products, materials, machinery, and equipment covered by the shop drawing submittal. Include data showing for each item, as applicable, the following information:
1. Manufacturer's specifications and details.
 2. Applicable technical data and performance curves.
 3. Preparation, assembly, and installation instruction with allowable tolerances.
 4. Connection requirements.
 5. Pre-start-up servicing and operating methods.
 6. Other data and information necessary to demonstrate that the proposed items conform to the Contract Documents.
- D. Information Required. Shop drawings shall contain details and information fully developing the pertinent Contract Document requirements and such other information as may be specified or required for approval, including but not limited to:
1. Related work with cross references to applicable portions of the Contract Documents.
 2. Dimensions, including variations between indicated dimensions and actual conditions.

3. Physical configurations with critical dimensions for clearance, access, and servicing.
 4. List of materials, including fasteners and connectors.
 5. Structural construction and assemblies, welds shown by AWS symbols, and each fastener and connector shown by type and class.
 6. Grouting work, including grouting space and material.
 7. Anchor bolt details showing type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the District.
 8. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.
 9. Location of auxiliary items that are parts of machinery and equipment including sight glasses, petcocks, gauges, lubrication fittings and access, and maintenance monitoring devices.
 10. Piping systems and piping including layout, fittings, valves, appurtenances, hangers and supports, and sleeves.
 11. Electrical equipment showing plans, elevations, sections, arrangements, materials, anchor bolts, supports, weights, wiring and circuit diagrams, internal connections, busses, grounding, conduit spaces, layout of instruments, gauges, meters, and other components.
 12. Underground duct banks showing typical details of conduits, joints, spacers, and means of securing conduits in place during concrete placement.
 13. Dielectric connections, and materials and methods to be used to isolate dissimilar materials.
 14. Full-size lettering layouts for data plate and nameplate inscriptions.
 15. Written descriptions fully describing the operation of all control circuits, start-up sequencing, shutdown sequencing, and alarms.
- E. Details and Connections. Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Contract Documents.
- F. Related Work. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.
- G. Clearances. Do not proceed with any related Work that may be affected by piping, machinery, equipment, or other work therein until shop drawings and data showing all components, with acceptable clearances have been approved.

- H. Composite Shop Drawings with Installation Layouts. Prepare and submit drawings, wherever specified or required, to resolve tight or conflicting field conditions. Show dimensional plans and elevations of the materials or equipment of all trades in the involved area or space, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship to the Work of all trades, based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

3.04 SAMPLES

- A. Identification. Label or tag each sample or set of samples identifying the manufacturer's name and address, brand name, catalog number, intended use and other data specified in Article 3.01.B herein.
- B. Colors, Patterns, and Textures. For items required to be of selected and approved colors, patterns, textures, or other finish, submit sufficient samples to show the range of shades, tones, values, patterns, textures, or other features corresponding to the instructions and requirements specified.
- C. Factory Finish Colors. Colors of material specified to be furnished with a factory finish are subject to approval. Submit duplicate samples of factory finishes showing the full range of available colors for selection and approval when requested by the District.

3.05 MATERIALS LISTS AND EQUIPMENT DATA

Materials lists and equipment data shall be submitted for all items proposed to be incorporated into the Work. In determining acceptability, consideration will be given to the availability of maintenance and replacement parts and materials, the availability of manufacturer's technical representatives, other factors that relate to the maintenance and repair of installed items without excessive inconvenience to the District, guarantees and warranties, as well as determination of conformance with the Contract Documents.

- A. Material Lists. Submittal copies of Material Lists shall be provided where specified in other Sections, and the number of copies submitted shall be as stated in Paragraph 3.01.A herein.
- B. Equipment Data. Submittal copies of equipment data shall be provided in accordance with other Sections and the number of submittals shall be as stated in Paragraph 3.01.A herein. Submittals for equipment incorporating logic circuits shall include a draft of a detailed theory of operation. Data shall be submitted in sets covering complete systems or functioning units.

3.06 INSTALLATION INSTRUCTIONS

Submit two copies of manufacturers' installation instructions for material and equipment incorporated in the Work to the extent specified in other Sections and Divisions of the Specifications or requested by the District for its review. Installation instructions will be reviewed for general adequacy only. After review, the Contractor shall distribute copies to all those involved with the installation.

Submit this information sufficiently in advance of the Work to ensure proper coordination of the respective equipment installation into the Work. In no case furnish this information later than delivery of the respective material or equipment. Payment for materials and equipment delivered will not be approved without submittal of the respective manufacturer's installation instructions.

3.07 OTHER SUBMITTALS

Provide copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified in other Sections and Divisions of the Specifications.

3.08 STORAGE INSTRUCTIONS

For each equipment and material item furnished, provide for the District's records 2 copies of the manufacturer's recommended instructions for storage of the respective equipment or material. The instructions shall address conditions both before installation and (for mechanical, electrical and instrumentation equipment) after installation but before placing into continuous operation.

Submit manufacturer's storage instructions either prior to delivery of the material/equipment or with the request for payment of materials delivered. Payment for materials delivered will not be approved without submittal of the manufacturer's storage instructions.

3.09 FORM OF APPROVAL

- A. Copies of submittals which are returned to the Contractor and which are subject to approval will be marked with notations noted below. These notations are defined as follows:
1. NET. No Exceptions Taken: Conforms to intent of the design plans and specifications. Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
 2. MCN. Make Corrections Noted (Resubmittal Not Required): Similar to NET, except that only minor corrections are noted, shall be made by the Contractor, but do not require re-submittal and re-review by Engineer.
 3. A&R. Amend and Resubmit: Major inconsistencies or error which require to be addressed in a re-submittal, to be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
 4. Rejected. (Resubmit): Submitted material does not conform to Drawings and Specifications in major respect, i.e., wrong size, model, capacity, or material, and an entirely new submittal prepared for review by Engineer.
 5. Received for Record Purposes Only: Applies to submittals which are required but not reviewed by Engineer, such as shoring submittals.
- B. Returned copies of drawings marked with either notation NET or MCN authorize the Contractor to proceed with the fabrication, installation or construction, or any combination thereof, covered by such returned drawings, provided, that such fabrication, installation or construction shall be subject to the comments, if any, shown

on such returned copies and to the Contract requirements whether or not specifically referenced. Although fabrication may proceed on a notation MCN, Contractor shall incorporate the comments, resubmit, and obtain notation A before release for shipment can be granted. Failure to satisfactorily address the review comments, shall result in designation of the resulting as being defective.

- C. Returned copies of drawings marked with notation A&R, or Rejected shall be corrected as necessary and revised drawings shall be submitted in the same manner as before.

3.010 RECORD DRAWINGS AND SPECIFICATIONS

- A. Refer to Section 01 70 00, Execution and Closeout Requirements.

3.011 CERTIFICATES

Each certificate required under the Contract or in any of the following Sections shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn as to the correctness and validity of the contents. Where specifically required in the respective Section of the Specifications, certificates shall be notarized and duplicate copies of required certificates shall be notarized to be true copies.

END OF SECTION

SECTION 01 35 00
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Protection of improvements
 - 2. Protection of private and public Property
 - 3. Utility potholing
 - 4. Existing utilities
 - 5. Rights of way
 - 6. Protection of existing pavement
 - 7. Protection of existing hardscape
 - 8. Protection of existing trees
 - 9. Excavation notification.
 - 10. Construction Documentation/Photographs/Videos

1.2 SUBMITTALS

- A. Potholing Report

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

- 3.1 Protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements, immediately, to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the contract documents.
- 3.2 Protect all private and public property from damage due to its activities. If any damage does occur to public or private property as a result of the Contractor's operations, the Contractor shall be responsible for the repair of the property, to pre-construction conditions or better.
- 3.3 POTHOLING
 - A. Designated Pothole Locations: The plans indicate locations where potholing is required. The cost for designated potholing shall be included in related items of Work, and no additional compensation will be provided therefor. For all such designated locations, the Contractor shall perform the potholing and submit a written report at least 3 working days prior to performing any work or ordering

materials for the related underground facilities. The written report shall be signed by a licensed surveyor or engineer and shall include the following information:

1. Size, type, and material of the facility exposed.
2. Accurate horizontal location, determined by survey.
3. Accurate vertical location, determined by survey. The vertical location shall be the top of pipe, flow line, or bottom of the pipe, as shown on the plans, or if not designated, whichever is the critical location for the proposed crossing of connection.

- B. Non-designated Potholing: The Contractor shall perform exploratory excavations sufficiently ahead of construction for all known crossings, either shown on the plans, or marked on the pavement, so as to identify any unforeseen conflicts with the proposed construction a sufficient time in advance of construction to avoid possible delays to the Contractor's works. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. The cost of non-designated potholing shall be considered appurtenant to the bid items requiring such excavation. There will be no separate payment for non-designated potholing.

3.4 EXISTING UTILITIES, WATER, SEWER AND DRAINAGE

- A. General: The Contractor shall protect all above ground and underground utility, water, sewer and drainage improvements that may be impaired during construction operations. Sewer and storm drain facilities requiring modification as indicated in these contract documents, shall be protected at all times and/or Contractor provisions made for temporary controls, so as to allow full functionality of these systems at all times.
- B. Contractor shall be responsible for coordination and communication with all utility agencies during construction.
- C. Locations shown: The known existing buried utilities and pipelines are shown on the Drawings in their approximate location, and also may be marked in the field by the utility representatives. The Contractor shall exercise reasonable care in avoiding damage to all utilities, and be held responsible for their repair if buried facilities so located are damaged.
- D. Services Assumed: When underground distribution mains are shown on the plans or marked by the utility companies, the Contractor shall assume that every property parcel will be served by a service connection of each type of facility. Not all laterals are shown on the drawings. Regarding sewer laterals, not all sewer laterals are shown on the plans. Re-connecting existing sewer laterals to new sewers shall be included in the unit price indicated on the bid schedule, and no additional compensation will be allowed therefor.
- E. Work by Utilities: During the course of the Contract, work may be performed by the utility companies or by the District to inspect, operate, relocate, abandon or install facilities. The Contractor shall coordinate with the utility companies re-

garding such work. Such coordination shall be included within the Contract bid and there will be no separate payment therefore.

- F. Utilities to be moved: Should it become necessary to move the property of any public utility or franchise holder, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Right of Access: The right is reserved to the District and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.
- H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- I. Maintaining Service: All pipelines, power, telephone, communication cable, gas, water, irrigation, sewer, and storm drain systems within the work area shall remain continuously in service during all the operations under the Contract, unless specifically shown otherwise in the Contract Documents, or unless other arrangements satisfactory to the Engineer are made (by the Contractor) with the owner of said system.

3.5 RIGHTS-OF-WAY

- A. The Contractor shall not perform work within the right of way of any agency without first obtaining approval by the City of Seaside.

3.6 RESTORATION OF PAVEMENT

- A. General: All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents.
- B. Pavement repair shall be in accordance with Section 32 12 00 – Flexible Paving, and the details shown on the drawings.
- C. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements that are subject to partial removal shall be neatly saw cut in straight lines.
- D. Pavement markers and markings: See Section 32 12 00, Flexible Paving, and Section 32 17 23 Pavement Markings.

3.7 EXISTING HARDSCAPE

- A. General: All surface concrete or other hardscape areas cut or damaged during construction shall be replaced with similar materials and of equal material and quality to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All such repairs and replacements shall conform to the requirements of the affected hardscape owner.
- B. Partial removal: All concrete and PCC pavement that is subject to partial removal shall be neatly saw cut in straight lines. The saw cut lines shall be extended to align with existing score lines or similar feature so as to provide a uniform appearance.

3.8 TREES WITHIN PROJECT LIMITS

- A. Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs in the Project Area. Only trees designated for removal, shall be removed. All other trees shall be protected in place.
- B. The City Arborist shall be contacted prior to any root pruning. Protection of trees and tree roots, including actions directed by the City Arborist, shall be considered part of the defined Work and corresponding Bid Items, and no additional compensation shall be allowed therefor.
- C. Trees shall be protected from damage during construction. Root severing or pruning shall be avoided when possible. Tunneling under roots is preferred. Roots of 2 inch or larger diameter are considered major or significant roots. After grading or trenching to the required depth, any roots exposed should be cut with a saw and sealed with a recommended tree seal compound. Pruning roots in this manner will avoid any root damage by heavy equipment. Following removal of the soil in cut area, exposed roots shall be inspected by the City arborist for stability, smoothness of pruning cut and sealing. Any additional damage shall be repaired in the same manner, or in the manner specified by the City Arborist.
- D. Whenever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out. After these steps are taken, top pruning is essential. Compute approximate percent of size of roots, then green foliage should be pruned in an equal amount to the area cut in roots.
- E. Never sever more than one third of the large supporting roots during any root pruning operation. Make smooth clean cuts on large roots and apply recommended dressings to prevent decay of remaining portion of root. Prune equal foliage from the tree to compensate for root loss. If further root pruning is necessary, allow the tree one year to develop new fibrous roots and then proceed with the second root pruning and thinning operation. Timely pruning, during the growth season, will develop healthy fibrous roots and full compacted foliage. Torn or bruised roots shall be cut back to sound undamaged wood and a rec-

ommended wound dressing applied. Trimming roots back to lateral root junction will promote new growth of lateral roots resulting in a dense root system. Cuts shall be made flush with the junction or smaller lateral roots so that stubs or snags are not left to decay.

- F. If any tree during the course of, or as a result of construction operations is injured to extent of causing its permanent disfigurement or death within the one year guarantee period, it is agreed by the parties to this Contract that actual damage to the City will be impossible to determine, and in lieu thereof, Contractor shall pay to District as fixed, agreed, one calendar day's Liquidated Damages for each tree so injured.
- G. Tree Trimming:
 - a. Trim trees only to the extent required for construction, equipment and personnel access, and as directed by City Arborist.
 - b. Properly remove and dispose of trimmings.

3.9 EXCAVATION NOTIFICATION

- A. Notify Prior to Excavation: Prior to any excavation the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.
- B. Call USA: The Contractor shall also notify Underground Service Alert (USA) **at 811** at least 2 working days, but no more than 14 calendar days, prior to such excavation. If a utility owner is not equipped to locate its utility, the Contractor shall locate it.

3.10 CONSTRUCTION PHOTOGRAPHS

- A. Provide pre-construction, construction progress, and post-construction photographs as part of the Work. Photographs shall be taken with a minimum 5 megapixel digital camera, and all photos shall be provided to District on thumb drives. Photos shall be arranged in folders on the thumb drives by date taken and clearly identified by location of Work. Provide further cataloging of photographs as required to clearly identify subject matter, if not self-evident on the photograph (such as utility identification).
- B. Pre-Construction Photographs. Arrange a meeting time with District and Engineer, 2 working days prior to taking photographs, to allow District and Engineer the opportunity to accompany Contractor on the pre-construction photograph session. Provide pre-construction photographs during this walk-through of the existing project site conditions at locations directed by District and Engineer. Submit the CD or thumb drive of pre-construction photographs within 10 working days following the date photographs are taken. Include at a minimum, the following:

- 1) photographs and documentation of condition of all existing improvements in the areas of Work.
 - 2) Existing condition of all sewer manholes to be modified as part of the Work, in their pre-construction conditions.
 - 3) Condition of all pipeline alignments, haul routes, locations of proposed staging/storage areas;
 - 4) Condition of all driveways and property frontages that may be impacted by the Work.
1. Post-Construction Photographs. Provide same coverage as required in the pre-construction photographs. Arrange a meeting time with District and Engineer, 2 working days prior to taking photographs, to allow District and Engineer the opportunity to accompany Contractor on the post-construction photograph session. Submit final photographs as part of close-out submittals specified in Section 01 70 00.
 2. Progress Photographs. Provide photographs of the progress of the Work, to be provided to the District throughout progress of the Work. Progress photographs shall be taken at a minimum, on a weekly basis. Photographs shall be taken at a minimum:
 - a. At utility appurtenant features, such as tie-in points, manholes, etc;
 - b. Existing facilities to remain, new facilities to be constructed.
 - c. Property improvements, driveways in the area of the Work.
 - d. Staging and construction haul routes.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provide temporary facilities as hereunder specified, plus other unspecified temporary facilities, including labor, materials, services, utilities, and equipment, as may be required for proper performance of Contract, except as otherwise provided. Temporary facilities shall be approved by the District and other authorities having legal jurisdiction. Locate facilities where and as directed, and maintain in safe and sanitary condition at all times until completion of Work.
- B. At completion of work, or sooner when no longer needed, remove all temporary facilities, except where certain facilities are specified to remain or to be relocated for use under future contracts.
- C. All Work required and specified in this Section shall be included in Contractor's price for mobilization, and therefore no separate or additional payment will be made therefore.

1.02 CONSTRUCTION EQUIPMENT

- A. Erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.

1.03 SAFETY PRECAUTIONS

- A. Provide and maintain barricades, fencing, shoring, pedestrian walkways including attached lights, other lights, and other safety precautions to properly guard against personal injury and property damage as prescribed by authority having jurisdiction.
- B. Maintain such items for duration of Work, and repair, replace, and relocate them as necessary for safe protection.
- C. Provide such additional safety precautions as may be prescribed by authorities having jurisdiction.
- D. Attention is directed to Safety Orders issued by State of California, Division of Industrial Safety. Contractor shall obtain copies of Safety Orders applicable to type of work to be performed, and shall be governed by requirements thereof in construction operations.
- E. Fully inform each subcontractor and material supplier as to requirements of applicable Safety Orders.

1.04 ROADS AND ACCESSWAYS

- A. Maintain access roads and parking areas in satisfactory condition during Contract time, and repair damages attributable to Work of this Project at intervals as needed. At completion of Contract, roads, parking areas and entrance ways shall be left in condition at least equal to that existing at start of Contract, except as may be otherwise required by Contract documents.
- B. Permanent Improvements: Where Contract calls for permanent sidewalk, road, and other ground improvements, and such permanent improvements are completed, or essentially completed within construction period, Contractor does not have vested right to use such improvements as temporary facilities.
- C. Retain responsibility of permanent improvements pursuant to General Conditions. Use of permanent improvements by Contractor shall be subject to approval by the District.

1.05 USE OF CITY AND DISTRICT PROPERTY

- A. On-Site Storage and Work Areas: The District will allocate available on-site storage and work areas to Contractor if available, subject to change as may be necessary by job progress, such as site development or other intervening work. Contractor shall be responsible for ultimately securing appropriate staging areas.
- B. City/District Property and Right-of-Way: Operations shall be confined to City/District property and right-of-way to greatest possible extent, and shall not encroach on areas other than those designated or approved for such use by the City/District.
 - 1. Ascertain, observe, and comply with rules and regulations in effect, including, but not restricted to, parking and traffic regulations, hours of allowable ingress and egress as to main arteries, and the like.
- C. Existing Improvements in Streets and Parking Area: Existing signs, fire hydrants, underground valves and meter boxes, manholes, and other items occurring adjacent to the site not to be abandoned, shall be left undisturbed, unobstructed, and easily accessible at all times during construction, except as otherwise indicated or agreed to between Contractor, City/District and other corresponding utility agencies.
- D. Covering, moving, trimming, or altering which may become necessary shall be done only with consent of and in cooperation with City or District authorities having jurisdiction. Contractor shall pay costs that may be incurred.
- E. Make detailed examination of such City/District property at start of work and conditions shall be noted by Contractor and confirmed by City/District.
 - 1. City streets and other existing improvements therein adjacent to site, if damaged by this work, shall be repaired by Contractor at intervals as needed. At completion of project, all such items not included in Contract shall be left in condition at least equal to that at start of operations.
 - 2. Repair work shall conform to requirements of public authorities having jurisdiction. This includes, but is not restricted to, temporary walks for pedestrians, cleaning of mud and debris, air pollution control, and traffic control.
- F. TEMPORARY FENCE (TYPE ESA)

1. Where called for on the drawings, provide temporary ESA type fencing to protect existing trees, sensitive landscaping or other improvements shown. Install at the drip line or otherwise as shown on the drawings or directed by Engineer.
2. ESA fencing shall be high visibility fabric, containing ultraviolet inhibitors, and consisting of one of the following:
 - a. Polyethylene
 - b. Polypropylene
 - c. Combined polyethylene and polypropylene
3. Testing Requirements:
 - a. Sample under ASTM D 4354, Procedure C.
 - b. Test under ASTM D 4759. All properties shall be based on Minimum Average Roll Value.
 - c. Identify, store, and handle under ASTM D 4873.
4. Product shall comply with the following:

Property	Specifications	Requirements
Width, inches, Min	Measured	48
Opening size inches	Measured	1" x 1" (Min) 2" x 2" (Max)
Color	Observed	Orange
Grab breaking load 1-inch grip, lb, Min. in each direction	ASTM D4632	260
Apparent elongation percent, Min., in each direction	ASTM D4632	5
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	ASTM D4355	70

5. Posts shall be wood or steel, complying with the following:
 - a. Wood Posts shall be:
 - 1) Untreated fir, redwood, cedar, or pine and cut from sound timber
 - 2) Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
 - 3) Pointed on the end to be driven into the ground
 - 4) At least 2" x 2" in size and 6 feet long
 - b. Steel Posts shall be:
 - 1) "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
 - 2) Be pointed on the end to be driven into the ground.
 - 3) Weigh at least 0.75-pound per foot.
 - 4) Be at least 6 feet long.
 - 5) Have a safety cap attached to the exposed end. The safety cap must be yellow, orange or red plastic and fit snugly to the metal post.

- G. Protection of Existing Utilities: Protect from damage, existing utility lines not specified to be altered by Work of this Contract; any such features damaged shall be repaired or replaced to condition equal to that existing prior to commencing work of this Contract.

Unless otherwise specified, maintain existing utility service at all times during construction. Utility service lines found entering site and not indicated to remain or to be incorporated in new Work, shall be plugged, capped, or otherwise abandoned by Contractor in manner satisfactory to Utility Companies whose services are involved, except as otherwise required.

1.06 CONTRACTOR'S STAGING AREA

- A. Contractor shall coordinate and provide suitable staging area for the Work.

1.07 CLEAN UP OF WORK AND DISPOSAL OF TRASH

- A. Keep work and storage areas clean and free of rubbish and perform protective and clean up work within one day of being so notified by District.
- B. Dispose of trash resulting from work. Recycle materials to the extent practicable. Remove and dispose of trash resulting from work in appropriate receptacles provided by Contractor, and dispose of at an approved facility. Do not use existing nearby trash containers for depositing trash and rubbish.

1.08 DUST ABATEMENT

- A. Use water wagons or spray from hoses to control dust created by outdoor work operations in areas on project property during entire period of this Contract as directed by District; also, satisfactorily control dust created by operations on property used, other than project property, to satisfaction of all concerned.

1.09 EROSION AND SEDIMENT CONTROL

- A. Implement applicable measures for erosion and sediment control during construction, and prepare Site Specific Stormwater Management Plan to address construction activities and the control of erosion and sediments at the Work site. Refer to Section 01 57 23.
- B. Submit Detailed Erosion Control Plan as required in the City of Seaside Erosion and Sediment Control Plan Manual.

1.010 SANITARY FACILITIES

- A. Toilet Facilities: Provide sufficient suitably enclosed chemical toilets, conforming to ANSI Z4.3., with urinal for workmen.
- B. Drinking Water Facilities: Provide clean, sanitary and adequate drinking water.

1.011 TEMPORARY WATER

- A. Make arrangements for temporary construction water available from Cal AM Water. Contractor shall pay for such water and include in the corresponding bid items of Work, at no additional cost to the District. Contractor shall be required to obtain a permit from Monterey Peninsula Water Management District prior to getting a hydrant meter from Cal AM.

1.012 TEMPORARY ELECTRICITY

- A. Provide such temporary electrical facilities as necessary for the Work, and to supply temporary lighting for work operations and temporary power for portable power driven tools.

1.013 DEWATERING FACILITIES

- A. Provide and maintain dewatering and pumping facilities to keep site reasonably dry, and to protect materials and installed work from water damage until dewatering is no longer required. Remove dewatering facilities from site when no longer needed.

1.014 SECURITY

- A. Contractor shall be responsible for security of Work involved in this Project, during entire time of Contract. Make good all damages to work and loss of materials due to vandalism or theft, within this responsibility.

1.015 SEWAGE BYPASSING AND TEMPORARY STORMWATER MANAGEMENT

- A. In accordance with approved Work Plan as required in Section 01 11 00, Summary of Work, provide temporary sewage bypassing as required for construction, phasing and cut-over of the new facilities. Also provide provisions for temporary stormwater management during such time that affected stormwater facilities are impacted by construction.
- B. Contractor shall provide all equipment, labor, materials and resources needed to adequately monitor and control sewage bypass and stormwater control operations. As part of the approved Work Plan, delineate anticipated flow conditions, required equipment to accommodate anticipated flow conditions, response times to respond to failure or malfunction of bypass equipment, emergency contact information and staffing assignments, details of monitors and alarms.

END OF SECTION

TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation and implementation of a traffic control plan
- B. Provisions for Public Safety
- C. Provisions for Public Convenience
- D. Provisions for maintaining access
- E. Construction Area Signs

1.02 REFERENCES

- 1. Caltrans Standard Specifications
- 2. Caltrans Standard Plans
- 3. Ca-MUTCD, the Manual of Uniform Traffic Control Devices with the California Supplement

1.03 SUBMITTALS

- A. Traffic Control Plan for approval by City of Seaside, and including approval by City of Sand City for work on Tioga Avenue. Prepare and submit a detailed traffic control and staging plan that is correlated with the overall construction schedule for the Project, with specific details on Del Monte Boulevard and crossing intersections, LaSalle Road and Tioga Avenue. The traffic control plan shall be submitted within 15 working days of the notice to proceed, and will be reviewed by the Engineer within 10 working days. Address all comments and resubmit the plan for approval within 3 working days. The Engineer shall have 3 working days for the final review.
- B. Traffic control plan shall include Notification Plan, to notify all affected agencies, businesses and safety personnel of all road closures for any specified night-time construction and work day construction, and for general notification and coordination of businesses that may be affected by construction activities. All residences and businesses affected by construction activities shall be notified a minimum of 72 hours in advance of construction work crossing driveways and intersections, by placing door hangers on the front entrance of each property.
- C. Material submittals for temporary and permanent markers and markings.

PART 2 PRODUCTS

- A. All traffic control products shall be in conformance with the Ca-MUTCD and Section 12, Construction Area Traffic Control Devices of the Caltrans Standard Specifications.

- B. Portable changeable message signs shall be in conformance with Section 12-3.12 of the Caltrans Standard Specifications.

PART 3 EXECUTION

3.01 TRAFFIC CONTROL PLAN

- A. Coordinate traffic control plan with Work Plan submittal required by Section 01 11 00, Summary of Work. Traffic control plan shall delineate required detail of all traffic control devices, controls, signage, traffic management and routing, that will be necessary.
- B. Provide specific traffic control plan addressing required lane closures during construction.
- C. Full road closures shall not be allowed.
- D. On all public streets, maintain two way traffic at all times, except where insufficient lane width is available. Temporary no parking on road shoulders is allowable to allow for two way traffic. Limit length of such parking disruption to no more than 200 feet length. Only when restricted by lane widths for 2-lane traffic, provide one-way traffic with flagmen, subject to approval by the City.

3.02 TEMPORARY PAVEMENT MARKERS

- A. Provide temporary pavement markers, where existing markers and striping are impacted or obliterated by trench excavation activities. Temporary pavement markers, including underlying adhesive, and removable traffic tape that are applied to the final layer of surfacing or existing pavement to remain in place or that conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

3.03 TEMPORARY LANELINE AND CENTERLINE DELINEATION

- A. When lane lines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum lane line and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the lane line or centerline that the pavement markers replace. Temporary pavement markers shall be subject to the approval of the City.

3.04 MAINTAINING TRAFFIC

- A. Public pedestrian, bicycle and vehicular traffic shall be maintained at all times.

3.05 PUBLIC SAFETY

- A. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

- B. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City/District, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.
- C. The Contractor shall also furnish flaggers as necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. The Contractor shall bear the full cost of flaggers.
- D. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- E. Lanes, ramps and shoulders shall be closed in accordance with the details of the approved traffic control plan.
- F. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- G. Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
- H. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the District or Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the District or Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the District or Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.
- I. Full compensation for conforming to all of the provisions in this Specification shall be considered as included in the bid price for Traffic Control, and no additional compensation will be allowed therefor.

3.06 TRAFFIC SIGNAL LOOPS

- A. Traffic loops that are damaged or cut during sewer installation work, shall be replaced in their entirety, in kind, in accordance with Caltrans Standard Specifications. No splicing of traffic loops shall be allowed.

3.07 PUBLIC CONVENIENCE

- A. The Contractor shall not be relieved of the responsibilities as set forth for Public Safety by reason of conformance with any of the provisions in this Specification.
- B. Except as shown on the approved traffic control plan, all public traffic shall be permitted to pass through the work zones with as little inconvenience and delay as possible.
- C. Maintain access to emergency vehicles, service vehicles including mail trucks and garbage trucks, at all times. Notify City police and fire departments, and Public Works Department, of any scheduled temporary road closures or traffic impacts requiring traffic control, 3 working days prior to the scheduled closure or impact, and again at the beginning of each work day that such temporary closures will occur.
- D. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- E. Existing road lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.
- F. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and businesses. Supply and deliver notices of the work to all properties adjacent to and within 100 feet of the work areas. The notice shall briefly describe the work, potential impacts on the adjacent property, and shall include the Contractor's phone number. Notices shall be placed at least 7 calendar days in advance of the work and shall state the dates and hours of scheduled construction operations. Wording for the notice shall be approved by the Engineer prior to distribution. Notices shall NOT be placed inside mail boxes. Notices shall be hand delivered as a door hanger. The Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty foot intervals three working days prior to the start of construction. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.
- G. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained. When the abutting property owner's access across the right of way line is to be impacted, provide minimum of 3 working days advanced notice to impacted property owner. Maintain driveways open at all times, between the hours of 4:00 pm to 9:00 am. Temporary closures of driveways, at intervals of no longer than 30 minutes, are allowable between the hours of 9:00 am to 4:00 pm, subject to notification requirements specified herein. Contractor shall endeavor to allow access to businesses and homes along the street right-of-way at all times. All approaches to public and private driveways, and intersecting streets shall remain open at all times during non-construction periods.

END OF SECTION

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes requirements for storm water pollution control in accordance with Caltrans Standard Specifications 2018 Sections 13-1 General and 13-3 Storm Water Pollution Prevention Plan, and Monterey County Code 16.12 and 16.14. This Section also includes the furnishing, installation, and maintenance of temporary erosion and sedimentation controls for all earthwork, trenching, clearing and grubbing operations.
- B. For projects with soil disturbances of one (1) acre or more, comply with the National Pollution Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity and requirements included herein.
- C. For projects with soil disturbances under one (1) acre, erosion and sedimentation control measures shall comply with requirements provided herein, local jurisdictional agency requirements, and applicable requirements in local storm water management programs developed to comply with NPDES permits issued by the Regional Water Quality Control Board.
- D. Add the following to Section 13-3.01A: "Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit.""
- E. The Contractor shall determine the Risk Level for this Project.

1.02 SUPPLEMENTAL DEFINITIONS TO CALTRANS SECTION 13-1 AND 13-3

- A. "Department" shall also mean "Owner" when specifically referring to the Seaside CSD.
- B. LRP: Legally Responsible Person
- C. NOT: Notice of Termination
- D. QSD: Qualified SWPPP Developer.
- E. QSP: Qualified SWPPP Practitioner.
- F. PRDs: Permit Registration Documents
- G. SMARTS: Stormwater Multi Application Reporting and Tracking System
<https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>

1.03 SUBMITTALS

- A. General: Comply with the general requirements and procedures described in Article 12 of Document Section 00 72 00, "General Conditions", and Section 01 33 00, "Submittal Procedures", of the Technical Specifications pertaining to submittals, including preparation, transmittals, and guarantees.
- B. Submit work plans, in the form of a Stormwater Pollution Prevention Plan (SWPPP), including drawings and other details required for compliance with the Monterey County Ordinance No. 2806 – Erosion Control, Monterey County Code Chapter 16.12 Erosion Control, Chapter 16.14 Urban Stormwater Quality Management and Discharge.
- C. Manufacturer's catalog data and samples on materials used for erosion control, including the physical characteristics, application and installation instructions.
- D. Comply with Caltrans Section 13-3.01B, Submittals, with the following clarifications:
 - 1. SWPPP submittal shall be within 21 calendar days of contract approval.
 - 2. Engineer's initial review period of SWPPP will be within 14 calendar days of receipt.
 - 3. Contractor's re-submittal of SWPPP shall be within 7 calendar days of receipt of Engineer's comments.
 - 4. In addition to the SWPPP copies specified, provide one additional copy of SWPPP to Owner's Representative, for submission to Region 3 Regional Water Quality Control Board.
 - 5. Contractor shall anticipate review comments from the RWQCB upon submission of SWPPP. Update and amend SWPPP within 14 calendar days of receipt of RWQCB comments to SWPPP.
 - 6. All SWPPP revisions shall be included in the lump sum bid price, and no additional compensation shall be allowed therefor.
- E. Prior to starting work, submit the following:
 - 1. The name and qualifications of the QSD and QSP.
 - 2. Complete PRDs including, but not limited to, the NOI, SWPPP, Risk Determination, and CSMP for review by Engineer. Upon Engineer's approval of the submittal, Contractor shall be responsible for uploading the PRDs to SMARTS. Contractor shall notify LRP within 8 hours of successfully upload of the PRDs.
- F. BMP Status Report
 - 1. Upon completion of construction, Contractor must submit the NOT and supporting documentation for review by the Engineer/Owner's Representative. Upon Engineer's approval of the submittal, Contractor is responsible for uploading the NOT to SMARTS. Contractor shall notify LRP within 8 hours of successfully upload of the NOT.

PART 2 - MATERIALS

2.01 MATERIALS

- A. Products used for Water Pollution Control are described in the SWPPP and on the Drawings and in related Specifications.
- B. Provide sand bags, silt fences, straw bales and other materials to control erosion and sedimentation as shown in the approved Contractor's SWPPP and Shop Drawings.

PART 3 – EXECUTION

3.01 GENERAL

- A. Restore areas, having existing landscaping or not, disturbed as a result of temporary erosion control measures or due to any other construction activities to their original conditions as directed by the District and in accordance with the landscape plans and details included in the Drawings.

3.02 MEASUREMENT AND PAYMENT

- A. Delete Section 13-3.04, Payment, and replace with the following: "Payment for preparing and implementing Storm Water Pollution Prevention Plan shall be included in the lump sum bid item for the Work including controlling stormwater, monitoring storm water discharges, preparing and submitting the Storm Water Annual Plan, and complying with all Permit conditions."
- B. This item specifically excludes groundwater dewatering which shall be paid for under corresponding items of Work, for which no additional compensation will be allowed therefor.

3.03 CONSTRUCTION

- A. Construct and implement erosion control measures in accordance with the Monterey County Code 16.12 and 16.14, to District's satisfaction that BMPs are being followed.
- B. Grade disturbed surfaces to provide positive drainage and prevent ponding of water. Control surface water shall to prevent water damage or deposition of sediment to all adjoining and downstream properties.
- C. Install silt fences, sedimentation ponds, sandbag dikes, stabilized construction entrances and any other erosion control measure to minimize sediment escape from the construction sites and to maintain runoff quality in compliance with the Monterey County Code 16.12 and 16.14. Prevent construction sediment from entering any streams, ponds, drainage facilities, wastewater manholes or other water and stormwater bearing structures.
- D. At a minimum, provide erosion and sedimentation control measures immediately following clearing and grubbing operations in the following locations:
 - 1. In pipeline rights of way immediately upstream of all natural channels.
 - 2. At the lowest end of areas disturbed by construction before runoff from storms can reach natural streams or adjacent property.

3. At additional locations as required for controlling sedimentation as required by the Monterey County Code 16.12 and 16.14.
4. Retain erosion and sedimentation control measures in place until such time that the site work is prepared for permanent drainage and erosion control measures. Remove temporary erosion and sediment control measures so as not to interfere with permanent drainage, erosion control and revegetation.

3.04 MAINTENANCE

- A. Conduct site inspections of the erosion and sedimentation control measures prior to forecasted storm events and after the actual storm to evaluate the adequacy and effectiveness of such measures. Make and implement modifications as necessary to comply with the Monterey County Code 16.12 and 16.14. Submit inspection reports to the District after each storm event. Include in the inspection reports at a minimum, the date of the inspection, the individual(s) who performed the inspection, the observations, and any modifications implemented.
- B. Maintain sedimentation and erosion control measures, ensuring proper operation before, during, and after storm events.
- C. Repair all damaged erosion and sedimentation controls. Reinstall to finished condition any erosion damage within the construction area for the duration of the Contract.
- D. Certify that the construction activity is in compliance with the requirements of the Monterey County Code 16.12 and 16.14. The certification shall be based upon the site inspections required above. The written notification will be submitted by the District to the Contractor in writing if it is determined that the construction activity is not or has not been in compliance with any of the Monterey County Code requirements. The notification will identify the type of noncompliance and include a time schedule for compliance.
- E. Additional site inspections and/or sampling and analysis may be required at the request of the California Regional Water Quality Control Board, Central Coast, or the District.

3.05 REMOVAL

- A. Remove and dispose of materials used for temporary sedimentation and erosion control measures offsite when permanent erosion control facilities are completed and accepted by the District.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This section provides the requirements for product substitution. The procedure for requesting substitution approval applies to products defined in the Contract Documents by reference to one or more of the following:
 - 1. Name of manufacturer
 - 2. Name of vendor
 - 3. Trade name
 - 4. Catalog number
- B. Requests for Substitution - General:
 - 1. Base all bids on materials, equipment, and procedures specified, and as approved by addendum. Refer to Article 9.4 of the General Conditions.
 - 2. Certain types of equipment and kinds of material are described in specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are capable of accomplishing the same tasks as the products specifically indicated.
 - 3. Other types of equipment and kinds of material may be acceptable.

1.02 QUALITY ASSURANCE

- A. In making request for substitution or in using an approved product, Contractor represents:
 - 1. Contractor has investigated proposed product, and has determined that it is equal or superior in all respects to that specified, and that it will perform function for which it is intended.
 - 2. Contractor will provide same guarantee for substitute item as for product specified.
 - 3. Contractor will coordinate installation of accepted substitution into work, to include building modifications if necessary, making such changes as may be required for work to be complete in all respects.
 - 4. Contractor waives all claims for additional costs related to substitution which subsequently arise.

1.03 DEFINITIONS

- A. Product: Manufactured material or equipment.

1.04 PROCEDURE FOR REQUESTING SUBSTITUTION

- A. Considered after award of Contract, or by addenda during bidding. See Paragraph 1.01.B of this Section.
- B. Written requests may be made by the Contractor only.
- C. Transmittal Mechanics:
 - 1. Follow the transmittal mechanics prescribed for shop drawings in Section 01 33 00, Submittal Procedures. Describe the deviation and justifications on the transmittal form. Include in the transmittal letter, either directly or as a clearly marked attachment, the items listed in paragraph D below.
- D. Transmittal Contents:
 - 1. Product identification:
 - a. Manufacturer's name.
 - b. Telephone number and representative contact name.
 - c. Specification section or drawing reference of originally specified product, including discrete name or tag number assigned to original product in the Contract Documents.
 - 2. Manufacturer's literature clearly marked to show compliance of proposed product with Contract Documents.
 - 3. Itemized comparison of original and proposed product addressing product characteristics including but not necessarily limited to:
 - a. Size.
 - b. Composition or materials of construction.
 - c. Weight.
 - d. Electrical or mechanical requirements.
 - 4. Product experience:
 - a. Location of past projects utilizing product.
 - b. Name and telephone number of persons associated with referenced projects knowledgeable concerning proposed product.
 - c. Available field data and reports associated with proposed product.
 - 5. Data relating to changes in construction schedule.
 - 6. Data relating to changes in cost.
 - 7. Samples:
 - a. At request of Engineer.
 - b. Full size if requested by Engineer.
 - c. Held until substantial completion.
 - d. Engineer not responsible for loss or damage to samples.

1.05 APPROVAL OR REJECTION

- A. Written approval or rejection of substitution given by the Engineer.
- B. Engineer reserves the right to require proposed product to comply with color and pattern of specified product if necessary to secure design intent.
- C. In event substitution results in a change of Contract price or time, provisions in Special Provisions-General Conditions will be applied for adjustment.
- D. Substitutions will be rejected if:
 - 1. Submittal is not through the Contractor with Contractor's approval.
 - 2. Requests are not made in accordance with this Section.
 - 3. In the Engineer's opinion, acceptance will require substantial revision of the original design.
 - 4. In the Engineer's opinion, substitution is not equal to original product specified or will not perform adequately the function for which it was intended.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Project Record Documents.
- C. Guaranties, Warranties and Bonds.
- D. Certification of Recycled Content.
- E. Waste Management Report.

1.02 CLOSEOUT PROCEDURES

- A. Comply with procedures in this Section, and the General Conditions for Construction, for inspection and acceptance of the Work, payment and retention procedures.
- B. When Contractor considers Work has reached substantial completion, submit written certification that Work is ready for inspection.

1.03 INSPECTION PROCEDURES

When the Work is in the opinion of the Contractor, substantially complete, the Contractor shall call for a punch list inspection.

- A. Inspection Procedures: On receipt of a written request for inspection, the District Representative will schedule the inspection. If in the judgment of the District's Representatives the project is not substantially complete, the District Representative will so advise the Contractor and discontinue the inspection.
 - 1. The District's Representative will repeat inspection when requested and assured that the Work has been completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance of the Work.
- B. Final cleaning shall be completed prior to District's inspection and acceptance.

1.04 PROJECT RECORD DOCUMENTS ("AS-BUILTS")

- A. Maintain, on current basis, record drawings showing "as-built" conditions of project; subject to monthly review by District Representative. Monthly pay estimates will not be processed without review and approval of record drawings by the District. Written confirmation that the as-builts have been properly updated shall be submitted with each pay application request. Final Acceptance of Work will not take place until record drawings are turned over to the District's Representative.

- B. Store Project record documents separate from those used for construction. Protect from deterioration and loss in a secure, fire-resistive location; provide access to the District's Representatives during normal working hours. In the event of loss of recorded data, use means necessary to again secure the data to the District's acceptance; such means shall include, if necessary in the opinion of the District, removal and replacement of concealing materials and in such case, replacements shall be to the standards originally specified.
- C. Before commencing backfilling of utilities or any other underground pipes, ducts, conduits, or structures, take photographs showing relationship of below ground utilities to structure(s) or other physical reference point. Photos are to be in compliance with Section 01 35 00, Special Project Procedures, categorized by locations and indicating utilities and progress of Work, as specified. Provide photo(s) of all connections, crossings, stubs, or other critical points. If the Contractor neglects to take such photographs, Contractor shall uncover, at the Contractor's expense, the area(s) so neglected in order to provide the requisite photos.
- D. Record Drawings: Maintain a clean, undamaged bond set of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately. At time of installation, installed locations of work relating to aboveground and underground utilities, structural, ventilation, plumbing, electrical, and other scopes of work as may be required, shall be recorded on sepia mylar prints by Contractor, and reviewed with District's Representative. Timing of entries shall be within 24 hours after receipt of information. Do not conceal work until required information is recorded.
1. Information entered on prints shall be neat, legible, and emphasized by drawing "clouds" around changed items. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work. Date entries.
 2. Mark new information that is important to the District, but was not shown on Contract Drawings or Shop Drawings.
 3. At a minimum, the following information shall be inserted and dimensioned on record documents where applicable:
 - a. The exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations;
 - b. All changes in construction, materials and installed equipment;
 - c. Adequate dimensional data, both horizontal and vertical, to allow location of covered installations;
 - d. The identification of changes authorized by Change Order and the number of that Change Order;
 - e. All Requests for information and the number of that Request for Information;
 - f. All Field Clarifications and the number of that Field Clarification;
 - g. All the Engineer's field change directives and the number of such directive where applicable.
 4. Symbols and designations used in preparing record drawings shall match those used in Contract Drawings.
 5. Locate and dimension work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate approximate depth below finish grade.

6. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Record Specifications: Maintain one complete copy of the Project Specifications, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 1. Upon completion of the Work, submit record Specifications to the District's Representative for the District's records.
- F. Prior to final Acceptance of Work, submit Project record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents and signature of Contractor.

1.05 GUARANTIES, WARRANTIES AND BONDS

- A. Standard Guaranty: Guarantee Work executed under this Contract to be free of defects of workmanship and materials for a period of one year after completion and acceptance by the District. Refer to Article 19, General Conditions of the Contract Documents. Submittal not required for standard one year guaranty for Work of this project.
- B. Additional Guaranties/Warranties: Provide additional guarantees/warranties (in excess of one year) where specifically required by pertinent Specification Sections.
 1. Provide duplicate copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- C. Submit guaranties/warranties prior to final payment.
 1. For equipment put into use with District's permission during construction, submit guaranties/warranties within 10 days after first operation.
 2. For items of work delayed beyond date of substantial completion, provide updated guaranty/warranty submittal within 10 days after acceptance, listing date of acceptance as start of guaranty/warranty period.

1.06 DISPOSAL REPORT

- A. Upon completion of Work, and prior to final payment, submit a Disposal Report. If using certified hauler and facility, submit copies of all receipts. If using other than certified facility, summarize the waste generated, sent to landfill, reused, and recycled which is attributed to Work of this Project, including copies of all receipts.
- B. Final payment will not be made until the Disposal Report is received and approved by the District.

1.07 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting certification of final Acceptance of the Work, complete the following:
 - 1. Submit a certified copy of the District Representative's list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance for final inspection.
- B. Final Inspection: The District's Representative will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, "(punch-list)", has been completed, except items whose completion has been delayed because of circumstances acceptable to the District.
 - 1. Upon completion of final inspection, the District's Representative will prepare and submit to the District, a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If after the inspection, the District determines that the Work is complete, the District will accept the Work per the General Conditions of the Contract Documents.

PART 2 PRODUCTS – (NOT USED)

PART 3 EXECUTION – (NOT USED)

END OF SECTION

SECTION 02 21 00

SURVEYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work under this section includes all construction surveying, setting grades and layout of facilities, and locating, resetting and recording monuments.
- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures
 - Section 01 35 00 – Special Project Procedures
 - Section 31 00 00 - Earthwork

1.3 SUBMITTALS

- A. Written report of potholing for the locations identified on the plans.
- B. Copy of recorded Corner Record or Record of Survey for any disturbed property corner markers or centerline monuments.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. Construction Staking:
 - 1. Establish horizontal and vertical control of all facilities to be constructed by this contract.
 - 2. Set stakes for vaults, tanks, underground facilities and manholes, structures, gravity sewers and storm drains, catch basins/diversion structures, and other facilities shown on the plans.
- B. Survey facilities exposed for identified required potholes.
- C. Replace disturbed centerline monuments.
 - 1. Re-establish any centerline monuments disturbed by the Contractors activities. This work shall be performed by a person licensed to perform surveying in the State of California. Prepare and file for recordation the appropriate corner record or record of survey.

2. Centerline monuments shall be assumed to exist at the intersection of all street centerlines shown on the drawings.
- D. Property corner restoration:
1. Re-establish any property corner markers disturbed by the Contractors activities. This work shall be performed by a person licensed to perform surveying in the State of California. Prepare and file for recordation the appropriate corner record or record of survey.
 2. Property corner markers shall be assumed to exist at all intersections of property lines shown on the drawings.
- E. Potholing Report
1. Comply with Section 01 35 00 – Special Project Requirements.

END OF SECTION

SECTION 02 42 00

REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface demolition
 - 2. Underground pipe and structure removal
 - 3. Underground pipe and structure abandonment
 - 4. Removing demolished materials
 - 5. Salvaging Materials to District

1.2 SUBMITTALS

- A. Include in the project schedule – work plan for maintaining water and sewer service.
- B. Include with the Work Plan Submittal, Section 01 11 00, Summary of Work, a preliminary list of items to be removed, salvaged and demolished, for review by Engineer and District.
- C. Project Record Documents: Accurately record actual locations of:
 - 1. Pipes and structures removed, and to be removed
 - 2. Pipes and structures to be abandoned in place

1.3 QUALITY ASSURANCE

- A. Conform to applicable codes for procedures when hazardous or contaminated materials are discovered.
- B. Maintain one copy each document on site.

1.4 SCHEDULING

- A. Describe demolition, removal and salvage procedures and include in the project schedule.
- B. Comply with the requirements for traffic control and maintaining utility service.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the site before demolition. Notify the District's Representative immediately of any item in question.
- B. Verify with District that hazardous material abatement is complete before beginning demolition.

3.2 PREPARATION

- A. Call Local Underground Service Alert (USA) not less than seven working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Notify affected utility companies before starting work and comply with utility's requirements.
- C. Erect, and maintain temporary barriers including warning signs and lights, and similar measures, for protection of the public.

3.3 DEMOLITION REQUIREMENTS

- A. Use of explosives is not permitted.
- B. Conduct demolition to minimize dust and other airborne debris.
- C. Apply water to minimize dust. Provide hoses and water connections required for this purpose.
- D. Do not burn or bury materials on site. Leave sites in clean condition.

3.4 SURFACE DEMOLITION

- A. Within the limits shown on the drawings, remove and dispose:
 - 1. All asphalt paving and base
 - 2. All concrete curbs, gutters, and walks
 - 3. All other surface features indicated to be removed such as landscape, fencing, and other surface improvements.
 - 4. Clear and Grub to the project limits
- B. Coordinate the demolition with the construction schedule to maintain access and utility service.
- C. Rough grade the site as described in Section 31 00 00, Earthwork.

- D. Continuously clean-up and remove demolished materials from site to an authorized dump site. Do not allow materials to accumulate on site.
- E. Asphalt paving and base material may be processed for recycling, in accordance with Sections 31 00 00 Earthwork, and 32 12 00 Flexible Paving.

3.5 SEWAGE LIFT STATION ABANDONMENT

- A. Plug incoming gravity sewer to the wetwell, after confirming all wastewater flows have ceased.
- B. Wash down and clean interior of wetwell, dispose of sewage to the existing gravity sewer system.
- C. Fill wetwell with a sufficient amount of clean water, run pumps such that existing force main is filled with clean water, and all raw sewage has been purged from line. Crack bottom of wetwell such that wetwell cannot hold water/fluids.
- D. Disconnect power to pumps, pump controllers and control panel, salvage these components to District.

3.6 BURIED PIPE AND STRUCTURE REMOVAL

- A. Coordinate the demolition with the construction schedule to maintain access and utility service.
- B. Backfill excavations as described in Section 31 00 00, Earthwork.
- C. Maintain utility service as described in Section 01 50 00, Temporary Facilities and Controls.
- D. Completely fill all gravity and pressure pipe to be abandoned in place, with two-sack sand cement slurry. Cap the ends of all pipe being abandoned, during the filling process to ensure pipeline is completely full of slurry, and that slurry sets up so as not to allow slurry to flow out of pipe. Calculate quantity of slurry necessary to fill pipe to be abandoned, and monitor the amount of slurry pumped into the pipe as a means of ensuring the pipe is completely filled.
- E. Record termination or capped location on Record Documents.
- F. Continuously clean-up and remove demolished materials from site to an authorized dump site. Do not allow materials to accumulate on site.
- G. Sewer pipe removal and abandonments:
 - 1. Sewer Pipe to be abandoned shall first be flushed with water to remove solids and debris, and drained to remove liquids. Dispose of the flush water in the sewer.
 - 2. Coordinating with District to verify all sewer flows to utility have been ceased;

3. Remove as indicated on drawings:
 - a. Removal. Removal of entire system: all pipe, or manholes including rim, cover, grade rings, manhole, manhole base, digging/exposing, backfilling, compaction, hauling and disposing of all waste, unsuitable, and excess material in accordance with the Contract Documents. For removal of existing manholes, remove portions of sewer to be abandoned, to extent required for manhole removal. After removal of sewer pipe, abandon remaining pipe in place per Item 3.6.G.b below.
 - b. Abandon in Place, Sewer Pipe. Per Paragraph 3.6.D. Abandon in Place, Sewer Manholes. Sewer manholes to be abandoned place shall be abandoned by first cracking the manhole base, filling with sand to within 1 foot of ground surface. Remove and dispose of upper 1 foot of grade rings and manhole lid/cover. Backfill to indicated finished surface/grade.

H. Handling, Removal Abandonment of Asbestos Cement Pipe:

1. Remove and dispose of asbestos cement pipe (ACP) in accordance with State of California requirements and the contract documents. Removal of ACP shall be performed by a contractor licensed and certified by Cal/OSHA for such removal.
 - a. Follow the AWWA guidelines for handling, removing and disposing of ACP as stated in the applicable sections of AWWA Standards C400, C401, C402, and C403 covering asbestos cement transmission and distribution pipe.
 - b. Accomplish the removal of ACP by removing intact pipe sections, where possible. Pothole and expose the ACP at least two days prior to removal to verify extent of pipe to be removed and appropriateness of proposed "asbestos cement pipe removal and disposal plan".
 - c. Perform all cutting and handling of asbestos cement pipe in accordance with the State of California requirements. Provide sufficient supervision and perform monitoring to assure conformance with State requirements. Under no circumstances shall the Contractor utilize methods of removal that result in the release of asbestos fibers into the air.
2. Equipment:
 - a. Snap cutting tools shall be used for the removal of asbestos cement pipe whenever the removal of intact pipe sections is not possible.
 - b. Power "cut off" saws, hand-saws, and other devices and methods that result in the release of asbestos fibers into the air shall not be used for the removal of ACP.
 - c. The pipe shall be wetted prior to the snapping operation being performed.
 - d. Use of a hammer and chisel to gradually split an ACP coupling lengthwise may only be performed if the "asbestos cement pipe removal and disposal plan" developed by the Contractor incorpo-

- rates measures to prevent the release of asbestos fibers into the air, and is approved by the District.
- e. Encapsulate: If during the removal of ACP broken edges occur, the broken edges shall be encapsulated with Certane 1000 Post Removal Encapsulate or approved equal.
3. Continuously wet the ACP around the snap cutting tool during the removal operation. All personnel handling the ACP shall wear remaining raw sewage, solids/debris, and free liquids in septic tank, and properly fitted respirators during the removal and bagging operations, and shall be trained in the use of the respirator equipment. All pedestrian traffic shall be rerouted to maintain 30 feet clear of the removal point. Dispose of liquid and solid waste;
- a. All removed sections or pieces of ACP shall be bagged and prepared for disposal immediately after removal as described below.
 - b. Transport and dispose of all sections and pieces of ACP in accordance with State requirements at a legally operating landfill that accepts construction debris. All sections or pieces of ACP shall be wetted and double wrapped or bagged with 6 mil plastic wrap immediately after removal. The outer wrap shall be securely held in place with tape in a manner to prevent the release of airborne asbestos fibers.
 - c. Perform all related excavation, backfill, and surfacing.

3.7 MAINTAINING WATER SERVICE

- A. Do not disrupt water service unless specifically approved by District.
- B. Where temporary disruption is required, construct, maintain, and remove temporary facilities necessary to maintain water service, including fire flow capacity.
- C. Schedule any required water main disruptions during off-peak hours and subject to the approval of the District.

3.8 MAINTAINING SEWER AND STORMWATER SERVICE

- A. Construct, maintain, and remove temporary facilities necessary to maintain sewer and stormwater service.
- B. If required, provide temporary pumping and piping system.
- C. Prepare the construction schedule so that the sewer system may be constructed and tested prior to connections to existing mains.
- D. Schedule tie-ins during off-peak hours, and when there is no significant precipitation in the forecast that could cause potential for spills or nuisance conditions. Schedule shall be subject to the approval of the Engineer

3.9 SALVAGE

- A. Unless directed otherwise by the Engineer, the following items shall be salvaged and delivered to the District at a location designated by the Engineer. If District determines that such items are not salvageable, Contractor shall remove and dispose of items at no additional cost to the District.
 - 1. Cast iron sewer manhole frames, grates, and lids.
 - 2. Tioga Lift Station pumps, pump controllers, control pane.

3.10 DISPOSAL

- A. Dispose of all items removed and not salvaged. Comply with all laws and regulations regarding transport and disposal of waste. Pay all disposal and transport fees.

3.11 RESURFACING

- A. Provide temporary or permanent resurfacing, following backfilling, as follows:
 - 1. Cold-mix asphalt paving may be used for the temporary resurfacing of excavations within paved areas that will have public traffic, and where the paved surface will be removed or replaced under this contract. Cold-mix shall be a minimum of 3 inches thick and shall be maintained in a smooth condition.
 - 2. Temporary steel trench plates may be used as specified in Section 31 23 33 Trenching and Backfilling.
 - 3. Permanent resurfacing within paved areas shall be a minimum of 4.5 inches of asphalt paving, or the thickness of the adjoining pavement, whichever is greater.

END OF SECTION

SECTION 09 97 23

CONCRETE AND MASONRY COATINGS

PART 1 GENERAL

1.1 DESCRIPTION

The Work shall include all materials, labor and equipment for the field application of all coatings applied to interior of new manholes. The work will involve surface preparation, initial, intermediate and final coats as specified, and finish work.

1.2 SUBMITTALS

- A. Manufacturers' Literature for all coating materials.
- B. Application instructions and procedures.
- C. Color selection charts.
- D. Warranty Information.
- E. Experience. The submittal shall indicate that the material is designed for sewer wetwell and manhole applications, and that it has been in successful application for a period of not less than 5 years. Provide qualifications of Applicator per Para. 1.3.A below.

1.3 QUALITY ASSURANCE

- A. Provide qualifications of Applicator, who shall be an approved Applicator for the specific coating material submitted.
- B. Compatibility: Each type of coating used for a specific task shall be of one manufacturer.
- C. Monitoring equipment: The Contractor shall have available onsite all such gages, meters, and other devices necessary to verify that the coatings comply with the manufacturer's recommendations and these specifications. These testing devices shall be made available for the Engineer's use upon request, however this shall not relieve from the Contractor his responsibility to perform his own monitoring of all conditions and applications to maintain compliance with requirements.
- D. Weather Conditions: Weather conditions shall be in the range specified by the manufacturer for optimal application of the coating.
- E. Containers: All materials shall be delivered to the jobsite in their original sealed and labeled containers of the manufacturer.

1.4 WARRANTY

- A. Provided coating systems shall include a warranty period of a minimum of 5 years from date of application, that includes warranty of materials and workmanship for the entire warranty period. Provide such warranty submittal per Paragraph 1.2 above.

PART 2 PRODUCTS

2.1 POLYURETHANE/EPOXY LINING FOR MANHOLES

- A. Provide interior lining of manholes where shown on the drawings. The lining shall be of the following materials, or approved equal:
 - 1. Polyurethane, a two component, 100% solid, high build polyurethane, Sancon 100.
 - 2. Two-component, 100% solids high strength epoxy paste, Epoxytec CPP™.
 - 3. Two-component, 100% solids polycyclamine cured lining system using advanced epoxy novolac technology, International Enviroline® 222.
 - 4. Two part, highly thixotropic epoxy spray, Warren Environmental, Inc. T-301.

PART 3 EXECUTION

3.1 GENERAL

- A. Applicator shall be an approved, qualified applicator of the Manufacturer's company.

3.2 LINING REQUIREMENTS

- A. Where shown or specified, the interior of new manholes shall be coated in accordance with the following:
 - 1. The coating shall be applied to all submerged and non-submerged surfaces including the floor, bases, channels and to all interior walls of the manholes, and to all vault surfaces (floor, walls, ceiling).
 - 2. Lining thickness shall be in accordance with manufacturer's recommendations, and a minimum of 125 mils (1/8 inch).
 - 3. Lining shall be free from holes and defects.
 - 4. The lining shall be applied using equipment and methods recommended by the lining manufacturer.
 - 5. Surface preparation shall be as recommended by the manufacturer. New concrete must be at least 14 days old.
 - 6. The application shall be in strict accordance with the manufacturers' recommendations. The applicators shall be experienced in the application of this material and application.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 GENERAL

1.01 AVAILABLE DOCUMENTS

- A. Geotechnical investigations have been performed for these Project sites, refer to Paragraph 1.13, Section 01 11 00, Summary of Work.
- B. Where specifications and recommendations in the above-referenced soils report may conflict, recommendations in the soils report shall prevail.

1.02 SUMMARY

- A. Section Includes:
 - 1. Excavation (cut)
 - 2. Embankment (fill)
 - 3. Clearing and Grubbing
 - 4. Subgrade Preparation
- B. Excavation (cut) shall include excavating all materials, of whatever character and subsurface conditions, as required for the construction of the project, including the following:
 - 1. Excavation for roadways.
 - 2. Excavation for the construction of pavement and hardscape areas.
 - 3. Excavation for structure foundations, vaults, wetwell.
 - 4. Excavation for ditches and channels, jacking and receiving pits.
 - 5. Excavation for mass grading.
 - 6. Excavation for finish grading.
 - 7. Overexcavation of areas to be recompacted.
- C. Embankment (fill) shall include the construction of embankments and placing material, including the following:
 - a. Embankment for Roadways.
 - b. Embankment for the construction of pavement, and hardscape areas.
 - c. Backfilling of structures.
 - d. Embankment for Mass Grading
 - e. Embankment for Finish Grading
 - f. The placement of native, select and other backfills.
- D. Unless separately specified, earthwork shall include all clearing and grubbing.
- E. Earthwork shall also consist of the control of ground and surface waters, the application of water for grading operations, the control of dust and mud, erosion control, the removal of unsuitable materials, the furnishing of all labor, materials,

tools, equipment and incidentals, and for doing all work that is necessary to construct and maintain the required facilities.

- F. Whenever the term finished grade is used, it shall mean the finished surface of the completed facility.

1.03 SUBMITTALS

- A. Water Pollution Control and Erosion Control Plan per Section 01 57 23. Include such Plan in Contractor's Work Plan for review and approval by the District and Engineer.
- B. Delivery certifications (load slips) for all aggregate base supplied.
- C. Delivery certifications (load slips) for all sand base and backfill.
- D. Delivery certifications (load slips) for concrete slurry backfill.
- E. Furnish, without additional cost to the District, such quantities of import or native materials as may be required by the Engineer for test purposes.

PART 2 PRODUCTS

2.01 GENERAL

- A. No materials shall be delivered to the site that are not in conformance with these specifications, unless accepted by the ENGINEER in writing prior to delivery.
- B. Select Backfill: Backfill designated as "select", or "sand" shall conform to be the Caltrans Standard Specifications, Paragraph 19-3.025B for sand.
- C. Slurry Backfill: Slurry backfill shall be 2-sack mix sand-cement slurry, and shall conform to the material requirements described in Caltrans Standard Specifications, Section 19-3.062.
- D. Native Material: See the Soils Report for identification of native material to be found on site. Native material may be used as excavation backfill in open areas where adequate compaction efforts can be provided, and provided such material meets the requirements of Paragraph 2.01E of this Section, subject to approval from the Engineer. In restricted or narrow areas, and areas between excavations and shoring, native backfill material shall not be allowed. For additional requirements for golf course landscaping, refer to Section 32 90 00, Landscape and Irrigation Restoration.
- E. General Fill: The on-site soils and appropriate imported nonexpansive material may be used as general fill, subject to restrictions stated in Paragraph 2.01C of this Section.
- F. Imported Nonexpansive Material: Imported nonexpansive material shall be coarse grained (ASTM D 2488-00) and shall have an expansion index of less

than 10 (ASTM D 4829-03). Nonexpansive materials proposed for import shall be approved by the Engineer prior to being transported to the site, and shall be subject to further sampling and/or review during construction.

- G. Crushed Gravel: Crushed gravel shall be free draining crushed rock, ½-inch to 1 ½-inch size. Float Rock or river run gravel is not acceptable.
- H. Filter Fabric. Mirafi 140N or approved equal.
- I. Rock Slope Protection, where indicated on the drawings: Per Caltrans Section 72, Facing Class.
- J. Controlled Low Strength Material (CLSM) per Caltrans Section 19-3.02G.

2.02 DEFINITIONS

- A. Compacted: Unless stated otherwise, compacted, or recompacted, shall mean material placed in level lifts not exceeding 8 inches in loose thickness and compacted as specified in this Section.
- B. Compaction: Maximum dry density as defined by ASTM D 1557-02.
- C. Field density: ASTM D 2922-01

PART 3 EXECUTION

3.01 EARTHWORK MAINTENANCE

- A. The Contractor shall be responsible for all maintenance related to the earthwork operations, both on and offsite. Maintain all areas clean of dust, mud and debris, and control erosion during the earthwork operations.
- B. Street Cleaning: Exercise care in the use of public and private roads, parking areas, and repair damage thereto caused by operations, at no additional cost to District. Such repair shall be to the satisfaction of the District. The Contractor shall take whatever means are necessary to prevent tracking of mud onto roads and parking areas, and shall keep said areas roads free of debris. The Contractor shall utilize street cleaning machines as necessary to maintain the streets free of dirt and debris from its operations at all times.
- C. Dust Control: Take proper and efficient steps to control dust. Contractor to supply water for dust control.
- D. Storage of Materials: Neatly place excavated materials far enough from the excavation to prevent stability problems. Keep the materials shaped so as to cause the least possible interference with drainage. Provide all such erosion control measure as are required to prevent loss of material or damage to property. The cost of maintaining and protecting stockpiled materials shall be considered to be included in the price paid for excavating, filling, or furnishing the materials, and there will be no separate payment allowed therefore.

- E. Erosion and sediment control shall be per Section 01 57 23, Temporary Stormwater Pollution Control.
- F. Finished Condition: Grades shall be maintained in a finished condition and true to grade until acceptance of the contract as complete.

3.02 SITE PREPARATION

- A. The ground surface shall be prepared for grading by removing existing hardscape, asphalt, vegetation, large roots, debris, other deleterious material, AC, and other items noted for removal.
 - 1. Organic debris piles shall be removed from the site.
 - 2. All root balls and subsurface debris shall be removed, except that rocks, concrete and asphalt may remain on site provided they material meets and/or is reduced in size to meet requirements for use as backfill.
- B. Voids created by the above removals shall be filled and recompactd with the material and to the requirements of the area in question.

3.03 CLEARING AND GRUBBING

- A. Unless shown otherwise on the drawings, the entire area to be graded shall be cleared and grubbed.
- B. The natural ground surface shall be cleared of all vegetation including trees, logs, upturned roots, roots of down trees, brush, grass, weeds and other objectionable material including concrete and masonry.
- C. Within the limits of clearing, the areas below the natural ground surface, shall be grubbed to a depth necessary to remove all stumps, roots, buried logs, and all other objectionable material.
- D. Protect existing trees designated to remain by placing orange ESA fencing at the drip line or as shown o the drawings prior to any clearing and grubbing or other earthwork.
- E. Voids created by the above removals shall be filled and recompactd with the material and to the requirements of the area in question.
- F. Properly dispose of all removed objectionable material, including vegetation, asphalt, PCC.

3.04 EXCAVATION

- A. Perform all construction excavation, including hand digging, shoring, de-watering, asphaltic concrete removal, concrete removal, and grading necessary or required for the construction of the Work as covered by these Specifications and indicated on the Drawings. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including

buried tree roots/root balls, water and all other obstructions that would interfere with the proper construction and completion of the required work.

- B. Blasting shall not be allowed for removal of bedrock material.
- C. Contractor shall determine suitability of soils used for general backfill per Paragraph 2.01 of this Section.
- D. Temporary Excavation Slopes: Temporary excavation slopes shall comply with Cal-OSHA requirements for the soil types and conditions encountered and the Soils Report. Refer to Section 31 40 00, Sheet piling, Shoring and Bracing. Unless other materials are encountered, temporary excavation slopes shall be constructed as follows:
- E. Simple excavation slopes shall have a maximum slope of 1.5:1 (horizontal to vertical) in non-water bearing soils less than 20 feet deep). Flatter slopes and/or a shoring system shall be utilized as the soil conditions dictate.
- F. Barriers: Barriers shall be placed around all excavations and at such places as may be necessary to warn all pedestrian and vehicular traffic of such excavations.
- G. Sawcutting Pavement: Where trenching or excavation occurs in paved areas, the pavement shall be saw-cut and broken ahead of the trenching or excavation operation in areas that are not indicated to be re-paved. The extent of paving removed shall be limited to the minimum necessary for the excavation. However, the sawcut limits shall be extended for the following reasons:
 - 1. To form neat, straight and square lines.
 - 2. To include areas of pavement damaged by the Contractor.
 - 3. To allow for sloped excavation walls.

3.05 EMBANKMENT (FILL)

- A. The Contractor shall perform all construction embankment and filling including shoring, de-watering, backfilling, structural fill, non structural fill, sand and aggregate bases, compaction and grading necessary or required for the construction of the Work as covered by these Specifications and indicated on the Drawings. Embankment (fill), shall include, without classification, the preparation, placement, compaction and finishing of all earth materials to the lines and grades prescribed by the Contract Documents.
- B. Scarification: Areas to receive fill shall be prepared by clearing and grubbing, and scarifying to a minimum depth of 12 inches, moisture conditioning and recompacting to the minimum relative compaction specified for the fill to be placed above.
 - 1. Voids created by dislodging cobbles and/or debris during scarification shall be backfilled and recompacted, and the dislodged materials shall be removed from the work area.
 - 2. The Geotechnical Engineer will review the bottom of the excavation prior to placement of fill materials.

- C. Imported nonexpansive fill material shall be placed as follows:
1. A minimum of 18 inches shall be placed below the bottom of slab elevation for the tank overexcavation area, and below exterior flatwork.
 2. Nonexpansive material shall be placed in level lifts not exceeding 8 inches in loose thickness.
 3. If sand, aggregate base, decomposed granite, or similar materials are used as nonexpansive materials, they shall be moisture conditioned and compacted to a minimum of 95 percent of maximum dry density.
 4. Where free draining crushed gravel is used, it shall be track rolled, wheel rolled, or compacted with a vibratory plate. Compaction testing of crushed gravel is not necessary if the above procedures are used.
 5. Immediately prior to placing nonexpansive material, the exposed soils shall be moisture conditioned to at least optimum moisture content. Nonexpansive material shall not be placed if desiccation cracks present in the underlying soil.
- D. General fill and backfill soils shall be placed in level lifts not exceeding 8 inches in loose thickness, moisture conditioned, and compacted. All materials used as fill shall be cleaned of all debris and any rocks larger than 3 inches in diameter. When fill material contains rocks, the rocks shall be placed in a sufficient soils matrix to ensure that voids caused by nesting of the rocks will not occur and that the fill can be properly compacted.
- E. Moisture Content: At the time of compaction, the moisture content of fill materials shall be such that the specified relative compaction will be obtained and the fill will be in a firm and stable condition. Fill material which contains excessive moisture shall not be compacted until the material is dry enough to obtain the required compaction. Full compensation for any additional work involved in drying fill material to the required moisture content shall be considered included in the contract price paid for excavating or furnishing the material and no additional compensation will be allowed therefore.
- F. Compaction: Fill shall be placed and compacted as indicated on the plans or specifications. If no compaction level is specified, the following shall be used as the minimum relative compaction.
- | | |
|---|-----|
| 1. Upper 12-inches of subgrade (hardscape/paved areas) | 95% |
| 2. Upper 12-inches unfinished/dirt areas | 85% |
| 3. Subgrade, 18-inches below tank foundation | 95% |
| 4. All aggregate Bases | 95% |
| 5. Other fill areas: | 90% |
| 6. Trench Backfill: Per Section 31 23 33 Trenching and Backfill | |
| 7. Select Backfill | 95% |

3.06 PAVEMENT SUBGRADE PREPARATION

- A. Pavement subgrade preparation shall be in accordance with Section 26-1.03 of the Caltrans Standard Specifications, except as specified herein. Subgrade preparation shall include excavation and backfill to subgrade and all related removal of existing facilities and materials. Existing native materials shall be

removed and disposed of to the depth necessary to achieve a prepared and compacted subgrade.

- B. For subgrade, see Section 31 23 33 for trench backfill requirements.
- C. Tolerances: The Subgrade elevation shall not vary more than 0.05 feet above or below the plan specified, except that if the subgrade elevation is more than 0.05 feet below the specified grading plane, the Contractor may place and compact Class 2 aggregate base to raise the surface to within tolerances. There shall be no additional payment for such Class 2 aggregate base.
- D. Proof rolling: Materials shall be firm and unyielding when proof-rolled with rubber-tired grading equipment prior to paving operations. When compaction of the subgrade areas on fill and embankments has been properly obtained, only such additional rolling will be required as necessary to obtain a thoroughly compacted subgrade immediately prior to placing the aggregate base thereon.

3.07 UNSUITABLE SOIL

- A. Unsuitable soil is soil that due to its nature, cannot be properly compacted to or is yielding and cannot provide support for the overlying structural section.
- B. A condition of soil moisture exceeding optimum moisture content to a degree that causes yielding or prevents proper compaction shall not be cause to consider soil as unsuitable.
- C. The Engineer shall determine whether soil shall be considered unsuitable. If the soil is determined to be unsuitable, the Engineer may direct the Contractor to follow an alternative method of construction to provide additional support. Such alternative measures will be paid for as extra work.

3.08 TESTING

- A. Material Quality: When requested by the Engineer, the Contractor shall provide samples of earthwork materials furnished or excavated in sufficient quantities for materials testing. There shall be no additional payments made for providing such samples. Should any materials fail to meet the Contract requirements, the Contractor shall remove all such nonconforming material, and replace it with conforming material at no cost to the District.
- B. Field Testing and Observation:
 - 1. The Contractor shall coordinate his activities to allow for the following inspection by the District:
 - a. Review and test materials proposed for use.
 - b. Observe excavations prior to backfilling or pouring concrete.
 - c. Observe placement and test compaction of fill.
 - 2. The Contractor shall excavate holes for in-place soil sampling. The District will pay for initial testing. If initial tests fail inspection, the failed portions shall be removed, re-compacted, and re-tested. The Contractor

shall be responsible for costs of additional inspection and re-testing resulting from non-compliance.

- C. Testing Methods:
 - 1. Relative Compaction: In-place density divided by the maximum dry density laboratory compaction expressed as percentage.
 - 2. Durability Index: Manual of Test, State of California, Department of Transportation
 - a. R Value Testing: California Test 301
 - b. Specific Gravity: ASTM D854.
 - c. Laboratory Compaction: ASTM D1557, Method A or C
 - d. In-place Density: ASTM D1556 or ASTM D2922
 - e. Particle Size Analysis of Soils: ASTM D422
 - f. Plastic Limit and Plasticity Index: ASTM D4318
 - g. Soil Classification: ASTM D2487
 - h. In-place Moisture Content: ASTM D3017

3.09 CONTROL OF WATER

- A. General: The Contractor shall be responsible for the control of surface drainage and subsurface water throughout the construction project.
- B. Surface Water: The Contractor shall be responsible for furnishing temporary drainage, sediment and erosion control facilities to convey and dispose of surface water falling on or passing over the site and to minimize water quality impacts.
- C. Subsurface Water: The Contractor is responsible for the control of groundwater during general and trench excavations. Methods that may be required during construction include over-excavation, pumping, drying soil, and shoring. The Contractor shall include the cost of such measures in the bid items requiring such excavation.

3.010 DISPOSAL OF EXCAVATED MATERIAL

- A. Use as trench backfill: Excavated material may not be used as trench or select backfill, unless it is designated as such in these specifications or if approved in writing by the Engineer.
- B. Use as onsite fill: Excavated soil may be used as onsite fill, subject to the restrictions in these specifications.
- C. Export: Where excavated material will not be reused onsite, the Contractor shall haul the material away. The Contractor is responsible for determining the nature of the material to be exported, for the proper location to deliver the material to, for obtaining all permits and processing, and for the proper placement and handling of the material at the offsite location.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.01 DESCRIPTION

Provide dewatering for trench and structure excavations, if required, in accordance with the Contract Documents. Secure all necessary permits for such Work. The Work also includes managing the collected groundwater for discharge into the Seaside CSD wastewater collection system, which eventually flows to the Monterey 1 Water Recycling Facility.

1.02 QUALITY ASSURANCE

- A. Dewatering operations are the sole responsibility of the Contractor to ensure protection of property, life safety, and proper installation of Work.
- B. Material Standards. Furnish lumber for shores, wales, and sheeting of grading required by the American Lumber Standards for the particular application.
- C. Control rate of dewatering in such a manner to minimize potential for settlement, and avoid objectionable levels of subsidence.
- D. Design dewatering facilities with filters such that removal of sands and fine grained materials is kept to a minimum during the soil dewatering process.
- E. Settlement monitoring surveys where required, shall be conducted by a licensed California Land Surveyor.
- F. Provide all required water quality testing, and obtain approval for discharge to the sanitary sewer from District, prior to the discharge. Accurately measure quantity and rate of discharge of groundwater released to sanitary sewer. Include a minimum of one sample per Project Area.
- G. Provide adequate size Baker Tank or equivalent storage vessel, to store collected groundwater prior to approval to discharge to sanitary sewer. Control discharge rate to the maximum flow rates summarized in the following table. Some of the sewer manholes referenced in this table are shown on the drawings. For sewer manholes not shown on the drawings, request sewer MH locations from the District.

Reach	Reach Diameter (in)	Most Upstream Manhole	Maximum Additional Flow Allowed (gpm)
B8-65 to B8-51 (through the Mall)	10	B8-65	350
B8-51 to B9-27	10	B8-51	400
B8-58 to B9-26	6	B8-58	210

1.03 SUBMITTALS

- A. Submit Dewatering Plan, prepared by qualified professional, including description of materials, equipment and personnel required to employ dewatering, and describe wells, well points, sump pumps, drain rock or gravel placement, and other equipment and means of accomplishing the Work. Include details of standby pumping equipment, standby generators, standby personnel or automated monitoring alarm systems, to be provided. The Dewatering Plan shall describe in detail, any treatment train proposed to meet water quality objectives and compliance with water quality objectives. Once approved, Dewatering Plan shall be incorporated with the Detailed Erosion Control Plan outlined in Section 01 57 23.
- B. Settlement Monitoring and Contingency Plan. If required, submit for approval by the Engineer, proposed settlement monitoring and contingency Plan showing location of settlement monitoring points, reference benchmarks, survey procedures and frequency of monitoring. Plan shall include contingency measures to demonstrate Contractor's preparedness in responding to and mitigating the effects of excessive settlement.
- C. Water Quality Analyses. A minimum of 5 working days prior to planned release of groundwater to the sanitary sewer, provide the District with laboratory results from a representative sample of groundwater from each Project Area, including the chain of custody documentation/form. Such results shall be from a State certified laboratory, for the following:
 1. Metals analysis, including arsenic, cadmium, copper, lead, mercury, nickel, silver, total chromium, zinc.
 2. Cyanide
 3. pH
 4. Phenolic Compounds
 5. Total toxic organic (TTO) compounds

1.04 JOB CONDITIONS

- A. Federal, state and local requirements for safety of job personnel and public apply to work under this Section.

- B. Geotechnical investigations have been performed for these Project sites, refer to Section 01 11 00, Summary of Work.

1.05 PERMIT REQUIREMENTS

- A. Discharge collected groundwater to the Seaside CSD sanitary sewer, subject to the requirements contained herein.
- B. Comply with all restrictions, prohibitions and other applicable requirements set forth in Ordinance No. 2008-01, Ordinance Establishing Regulations for the Interception, Treatment and Disposal of Sewage and Wastewater, attached hereto.
 - 1. Prohibition 2.03: For clarification, Contractor will be permitted to discharge the treated/collected groundwater to the sanitary sewer system, once approval is granted from the District. If the groundwater collected from dewatering activities does not meet the water quality parameters set forth in the Ordinance, Contractor shall dispose of groundwater by other means, the costs of which will be addressed as a contract change order.
 - 2. Prohibition 2.04: The District, once groundwater discharge to the sanitary sewer is approved, will not require a separate sewer permit. Contractor shall accurately measure flows discharged to the sanitary sewer, in a manner approved by the District prior to such discharge. Such flow measurements shall comply with Article 3 of the Ordinance, to the satisfaction of the District. The District will pay the "per gallon" charge for the discharge water.
 - 3. Prohibition 2.09: The Contractor will not be required to obtain a permit for discharge from the holding vessel.

PART 2 PRODUCTS

2.01 DEWATERING EQUIPMENT

- A. Dewatering equipment may consist of wells, well points, sump pumps, drain rock or gravel placement, and other equipment and means of accomplishing the Work. Such equipment shall be described in Para. 1.03A of this Section.
- B. Standby pumping equipment, standby generators, standby personnel or automated monitoring alarm systems, shall be provided at all times during working and non-working hours.

2.02 TREATMENT EQUIPMENT

- A. Treatment equipment, where used, shall be used as necessary to treat extracted groundwater prior to discharge, such that the discharge meets the objectives outlined in Paragraph 1.05 above.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Provide all equipment, materials, manpower necessary for adequate site dewatering.
- B. Maintain all dewatering and treatment equipment in good operating condition, and provide necessary standby equipment and personnel to ensure groundwater dewatering operations can be adequately maintained during power outages.
- C. Site water generated as a result of dewatering shall be adequately contained and adequately treated, prior to discharge directly to any water courses or storm drains.
- D. Provide dewatering at all times to adequately protect and preserve soil bearing capacity, and prevent quick sand, soft soils, and other undesirable conditions that could impact the integrity of construction Work.
- E. Maintain groundwater level a minimum of one foot below bottom of excavation in all work areas where groundwater occurs.
- F. Prevent flotation of pipe by maintaining continuous removal of water from trench.
- G. Properly and adequately discharge and dispose of all constructing dewatering water, as described in Part 1 of this Specification. All water shall be adequately settled, filtered or otherwise de-silted prior to discharge. Discharge of dewatering water to street gutters shall not be allowed. Contractor is advised that significant quantities of dewatering water is anticipated as part of this Work, and Contractor is fully responsible for all dewatering activities including proper management and disposal of water, as part of the Contract Work.
- H. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill land prevent flotation or movement of structures, pipelines, and sewers.

3.02 SETTLEMENT MONITORING (NOT USED)

END OF SECTION
(Attached: Ordinance 2008-01, 23 pages)

ORDINANCE NO. 2008-01

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INTERCEPTION, TREATMENT AND DISPOSAL OF SEWAGE AND WASTEWATER; PROVIDING FOR AND REQUIRING CHARGES AND FEES THEREFORE; AND FIXING PENALTIES FOR THE VIOLATION OF SAID REGULATIONS

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THE BOARD OF DIRECTORS OF THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY DOES ORDAIN AS FOLLOWS:

ARTICLE 1 – GENERAL PROVISIONS

§1.01 Short Title. This Ordinance shall be known as, and may be cited as, the Wastewater Discharge Ordinance of the Monterey Regional Water Pollution Control Agency.

§1.02 Purpose and Policy. This Wastewater Discharge Ordinance (sometimes hereinafter "Ordinance" or "this Ordinance") is the legal authority which sets uniform requirements for discharges into the wastewater collection and treatment system of the Agency and all tributary collection systems and enables the Agency to comply with the administrative provisions of the Clean Water Grant Regulations, and specifically incorporates and enforces National Categorical Pretreatment Standards as defined in 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*." This Ordinance also enables the Agency to comply with the water quality requirements set by the Regional Water Quality Control Board of the State of California and all applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, and any other discharge criteria which are required or authorized by state or federal law, and to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into the Agency sewer system. This Ordinance provides a means for determining wastewater volumes, constituents and characteristics, and setting of charges and fees, and the issuance of permits to certain users. Revenues derived from the application of this Ordinance shall be used to defray the Agency's cost of operating and maintaining adequate wastewater collection and treatment systems, enforcing Categorical Pretreatment Standards, implementation of source control and waste minimization programs and to provide improvements and depreciation.

§1.03 Definitions. Unless otherwise defined herein, terms and definitions shall be as adopted in the latest edition of "*Standard Methods for the Examination of Water and Wastewater*," published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Waste constituents and characteristics shall be measured in accordance with said *Standard Methods* unless expressly stated otherwise, or as established by the MRWPCA, Federal or State regulatory agencies. For the purposes of this Ordinance, unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

1. Agency – the Monterey Regional Water Pollution Control Agency (MRWPCA).

2. Building Sewer – a sewer conveying wastewater from the premises of a user to a community sewer.

3. Beneficial Uses – uses of the water of the state that may be protected against quality degradation, including domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible as specified by Federal or State law.

4. Community Sewer – a sewer owned and operated by the Agency or any public entity member of the Agency which is tributary to the treatment facility operated by the Agency.

5. Compatible Pollutant – biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the Agency's National Pollutant Discharge Elimination System (NPDES) permit if the Agency's treatment works was designed to treat such pollutants, and in fact, does remove such pollutants to a substantial degree.

6. Contamination – an impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination shall include any equivalent effect resulting from the disposal of wastewater, whether or not waters of the State are affected.

7. Environmental Protection Agency, or EPA – the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said Agency.

8. Federal Act – the Federal Water Pollution Control Act, PL 92-500, and any amendments thereto; as well as any guidelines, limitations, and standards promulgated by the Environmental Protection Agency pursuant to such Act.

9. Holding Tank Waste – any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

10. Incompatible Pollutant – any pollutant which is not a "compatible pollutant" as defined in this Section.

11. Indirect Discharge – the discharge or the introduction of non-domestic pollutants into the POTW from any source regulated under section 307(b) or (c) of the Federal Act (33 U.S.C. 1317), including holding tank waste discharge.

12. Industrial User – a source of indirect discharge.

13. Interference – the term "Interference" means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- a. inhibits or disrupts the Treatment Works, its treatment processes or operations, or its sludge processes, use or disposal; and
- b. therefore is a cause of a violation of any requirement of the Treatment Works' NPDES permit [including an increase in the magnitude or duration of a violation] or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder [or more stringent State or local regulations]: Section 405 of the Clean Water Act,

the Solid Waste Disposal Act (SWDA) [including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA], the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

14. Manager – the Manager of the Agency or his designated representative.

15. Mass Emission Rate – the weight of material discharged to the community sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

16. National Categorical Pretreatment Standards – any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b), (c), and 402 (b) (8) of the Federal Act (33 U.S.C. 1347) and 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to a specific category of industrial users.

17. National Pollution Discharge Elimination System or NPDES Permit – a permit issued pursuant to section 403 of the Federal Act (33 U.S.C. 1342).

18. National Pretreatment Standard, Pretreatment Standard, or Standard – any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b), (c) and 402(b)(8) of the Federal Act (33 U.S.C. 1347) incorporated in 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

19. New Source – any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section. This term includes provisions established pursuant to 40 CFR 403.3.

20. Pass Through – the term "Pass Through" means a discharge which exits the Treatment Works into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Treatment Works' NPDES permit, including an increase in the magnitude or duration of a violation.

21. Person – any individual, firm, company, partnership, association, the responsible corporate officer of any private, public, or municipal corporation, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.

22. Pollution – an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects such waters for beneficial use or affects the facilities which serve such beneficial uses. Pollution may include contamination.

23. POTW – Publicly Owned Treatment Works (see Treatment Works).

24. Premises – a parcel of real estate or portion thereof, including any improvements thereon, which is determined by the Agency to be a single user for purposes of receiving, using, and paying for service.

25. Pretreatment – the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Treatment Works. The reduction or alteration can be by physical or process changes, except as prohibited by 40 CFR 403.6(d).

26. Pretreatment Requirements – any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.

27. Reclaimed Water – water which, as a result of treatment of waste, is suitable for direct beneficial use or a controlled use that would not otherwise occur.

28. Shall is mandatory; **May** is permissive.

29. Significant Industrial User – the term Significant Industrial User or Significant Industry means:

- a. all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; and
- b. any other industrial user that: Discharges an average of 25,000 gallons per day or more of *process wastewater* to the Treatment Works (excluding sanitary, non-contact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the Treatment Works; or is designated as such by the Agency as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the operation of the Treatment Works or for violating any pretreatment standard or requirement [in accordance with 40 CFR 403.8(f)(6)].

30. Significant Non Compliance – any user that violates the discharge, administrative, or submittal provisions contained in 40 CFR 403.8(f)(2)(viii) shall be considered in Significant Non Compliance (SNC) and will be subject to the appropriate enforcement action by the Agency.

31. Standard Industrial Classification (SIC) – a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

32. Slug Discharge – is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the Agency's regulations, local limits or Permit Conditions.

33. Toxic Pollutant – any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of the Clean Water Act 307(a) or other Acts.

34. Treatment Works – any devices and systems in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature or necessary to recycle or reuse water at the most economical cost over the useful life of the works, including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment; or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste, including storm water and sanitary sewer systems.

35. Unpolluted Water – water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to the Agency having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters.

36. User – any person who discharges, causes or permits the discharge of wastewater into a community sewer.

37. User Classification – a classification of user based on the 1987 edition of the Standard Industrial Classification Manual prepared by the Executive Office of the President, Office of Management and Budget.

38. Waste – includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operations of whatever nature prior to, and for purposes of, disposal.

39. Wastewater – waste and water, whether treated or untreated, discharged into or permitted to enter a community sewer.

40. Wastewater Constituents and Characteristics – the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

41. Waters of the State – any water, surface or underground, including saline waters, within the boundaries of the State of California.

ARTICLE 2 – REGULATIONS

§2.01 Prohibitions on Discharges

§2.01.1 General Prohibitions. No user shall discharge into the Treatment Works or community sewer any pollutant(s) which cause Pass Through or Interference. These general prohibitions and the specific prohibitions in paragraph §2.01.2 of this section apply to each user introducing pollutants into the Treatment Works, whether or not the user is subject to National Pretreatment Standards or any Federal, State, or local pretreatment requirements.

§2.01.2 Specific Prohibitions. The following pollutants shall not be introduced into the Treatment Works or community sewer:

1. pollutants which create a fire or explosion hazard in the Treatment Works, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 50 degrees Centigrade using the test methods specified in 40 CFR 261.21;
2. pollutants which will cause corrosive structural damage to the Treatment Works, but in no case discharges with a pH lower than 6.0;
3. solid or viscous pollutants in amounts which will cause obstruction to the flow in the Treatment Works resulting in interference;
4. any pollutant, including oxygen demanding and compatible pollutants (BOD, Suspended Solids, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the Treatment Works.
5. heat in amounts which will inhibit biological activity in the Treatment Works resulting in Interference, but in no case, heat in such quantities that the temperature at the Treatment Plant exceeds 40°C(104°F);
6. petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
7. pollutants which result in the presence of toxic gases, vapors, or fumes within the Treatment Works in a quantity that may cause acute worker health and safety problems; and
8. any trucked or hauled pollutants (residential septage, chemical toilet wastes, dilute oily wastes and salt brine solutions are accepted at the Treatment Plant and are jointly regulated under MRWPCA Liquid Waste Ordinance 88-3 [as amended by Ordinance 93-1] and this Ordinance).

§2.02 Prohibitions on Toxic Pollutants – Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, that injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the treatment works, or exceed the limitation set forth in a National Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Federal Act.

§2.03 Prohibitions on Storm Drainage and Ground Water – Storm water, ground water, rain water, street drainage or yard drainage shall not be discharged through direct or indirect connections to a community sewer unless a permit is issued by the Agency. The Agency may approve the discharge of such water only when no reasonable alternative method of disposal is available.

If a permit is granted for the discharge of such water into a community sewer, the user shall pay the applicable charges and fees and meet such other conditions as required by the Agency.

§2.04 Prohibitions on Unpolluted Water – Unpolluted water shall not be discharged through direct or indirect connection to a community sewer unless a permit is issued by the Agency. The Agency may approve the discharge of such water only when no reasonable alternative method of disposal is available.

If a permit is granted for the discharge of such water into a community sewer, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Agency.

§2.05 Prohibitions on Dilution as Substitute for Treatment – Except where expressly authorized to do so by an applicable Categorical Pretreatment Standard, no industrial user shall ever increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard.

§2.06 Limitations of Radioactive Wastes – No person shall discharge or cause to be discharged any radioactive waste into a community sewer except:

- a. when the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and
- b. when the waste is discharged in strict conformity with current California Radiation Control Regulations (California Administrative Code, Title 17) and the Nuclear Regulatory Commission regulations and recommendations for safe disposal, and
- c. when the person is in compliance with all rules and regulations of the other applicable regulatory agencies.

§2.07 Limitations on the Use of Garbage Grinders – Waste from garbage grinders shall not be discharged into a community sewer except:

- a. wastes generated in preparation of food normally consumed on the premises, or
- b. where the user has obtained a permit for the specific use from the Agency, and agrees to undertake whatever self-monitoring is required to enable the Agency to equitably determine the charges and fees based on the waste constituents and characteristics.

Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the community sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

§2.08 Limitations on Point of Discharge – No person shall discharge any substances directly into a manhole or other opening in a community sewer other than through an approved building sewer unless he has been issued a permit by the Agency. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Agency.

§2.09 Holding Tank Waste – No person shall discharge any holding tank waste into a community sewer unless he has been issued a permit by the Agency. Unless otherwise allowed by the Agency under their terms and conditions of the permit a separate permit must be secured for each separate discharge. This permit will state the specific location of discharge, the time of

day the discharge is to occur, the volume of the discharge and the wastewater constituents and characteristics. If a permit is granted for discharge of such waste into a community sewer, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Agency. An exception to the above is that no permit will be required for discharge of domestic wastes from motor home holding tanks, provided that such discharges are made into an Agency-approved facility designed to receive such wastes.

§2.10 Limitation on Wastewater Strength

§2.10.1 No person shall discharge wastewater containing in excess of:

0.42	mg/l arsenic	0.018	mg/l mercury
3.4	mg/l cadmium	3.5	mg/l nickel
4.3	mg/l copper	2.3	mg/l silver
0.73	mg/l cyanide	2.7	mg/l total chromium
3.0	mg/l lead	2.6	mg/l zinc

§2.10.2 No person shall discharge any wastewater:

- a. Having a temperature higher than 150°F (65.5°C)
- b. Having a pH lower than 6.0 or higher than 10.5
- c. Containing in excess of 8.1 mg/l phenolic compounds
- d. Containing toxic inorganic pollutants in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations, or 4) violations of plant sludge disposal restrictions. Significant dischargers of toxic inorganics shall implement best practicable technologies for reducing the toxic organics content of their discharges.
- e. Containing toxic organic chemicals in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations; 4) violations of plant sludge disposal restrictions; or 5) violations or air toxics regulations. Significant dischargers of toxic organics shall implement best practicable technologies for reducing the toxic organics content of their discharges.
- f. Containing oil and grease of animal, vegetable, petroleum or mineral origin in such quantities to cause or to contribute significantly to: 1) disruptions of sewer lines and other collection system components; 2) interference with treatment plant operations; or 3) exceedances for plant NPDES discharge limitations. Significant dischargers of oil and grease shall implement best practicable technologies for reducing the oil and grease content of their discharges.
- g. Containing ammonia in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations; or 4) violations of plant sludge disposal restrictions.

Significant dischargers of ammonia shall implement best practicable technologies for reducing the ammonia content of their discharges.

- h. h. Containing BOD and/or TSS in such quantities to cause or to contribute significantly to: 1) disruptions of treatment plant operations; or 2) exceedances of plant NPDES discharge limitations for BOD/or TSS. Significant dischargers of BOD and TSS shall implement best practicable technologies for reducing the BOD/TSS content of their discharges.

§2.10.3 All National Categorical Pretreatment Standards upon their promulgation, shall apply in any instance where they are more stringent than those in this Ordinance. Limitations on wastewater strength in Sections 2.10.1 and 2.10.2 of this Ordinance may be supplemented with more stringent limitations pursuant to Section 4.05 Wastewater Discharge Permits herein below:

- a. If the Agency determines that the limitations in Section 2.10.1 and 2.10.2 may not be sufficient to protect the operation of the Agency's Treatment Works; or
- b. If the Agency determines that the limitations in Sections 2.10.1 and 2.10.2 may not be sufficient to enable the Agency's Treatment Works to comply with water quality standards or effluent limitations specified in the Agency's National Pollutant Discharge Elimination System (NPDES) Permit.

§2.10.4 Disposal of Unacceptable Waste – Wastes not permitted to be discharged into the community sewer must be transported to a state-approved disposal site. To protect the Treatment Works against illegal discharges, the Agency may require the discharger to submit a copy of the official hauling manifest or "Waste Haulers Report" within 30 days.

§2.10.5 Denial of New or Increased Pollutant Contributions - The Agency may deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the Treatment Works by Industrial Users where such contributions do not meet applicable Pretreatment Standards and Requirements or where such contributions would cause the Treatment Works to violate its NPDES Permit.

§2.10.6 Slug Discharge Evaluations - The Agency shall evaluate whether each Significant Industrial User needs a plan or other action to control Slug Discharges to the Treatment Works as per 40 CFR 403.8(2)(vi). The Agency will also include any slug control requirements issued to an Industrial User in that User's Industrial Wastewater Discharge Permit.

§2.11 Sewerage Design Requirements – All new sewers and connections to the community sewer shall meet all design requirements of the public entity member of the Agency having area jurisdiction in question, pursuant to the applicable Uniform Plumbing Code adopted by said member, and shall also meet all design requirements as may be established from time to time by the Agency.

ARTICLE 3 – WASTEWATER VOLUME DETERMINATION

§3.01 Determination of Volume – The volume of wastewater which a user discharges to a community sewer shall be determined by the Agency by use of one of the alternative methods described in this Article, with the method for each user or group of users to be selected by the Agency. Selection of such method will be based upon the principal activities of the user as they relate to wastewater flows, fluctuation of flows, practicality of obtaining flow measurements and

other pertinent factors. The volume of the wastewater being discharged shall be one of the factors used in establishing charges and may require certain users to obtain Wastewater Discharge Permits in conjunction with the determination of their wastewater volume.

§3.02 Metered Water Supply and Water Diversions – When charges and fees are to be based upon the water usage, such charges and fees shall be applied against the total amount of water used from all sources unless in the opinion of the Agency, significant portions of water received are not discharged to a community sewer. The total amount of water used from public and private sources will be determined by means of public meters or private meters, installed and maintained at the expense of the user and approved by the Agency. When charges and fees are to be based upon water usage, and where, in the opinion of the Agency, a significant portion of the water received from any metered source does not flow into the community sewer because of the principal activity of the user or removal by other means, the charges and fees will be applied against the volume of water discharged from such premises into the community sewer. Written notification and proof of the diversion of water must be provided by the user, and approved by the Agency, if the user is to avoid the application of the charges and fees against the total amount of water used from all sources. If acceptable to the Agency, the user may install a meter of a type and at a location approved by the Agency and at the user's expense. Such meters shall measure the amount of water diverted. Such meters shall be maintained at the expense of the user and be tested for accuracy when deemed necessary by the Agency, at the expense of the user.

§3.03 Metered Wastewater Volume – When charges and fees are to be based upon the metered volume of wastewater being discharged to a community sewer, the user shall install a meter of a type and at a location approved by the Agency, at the user's expense. Such meter shall measure the amount of wastewater being discharged and shall be maintained and tested for accuracy when deemed necessary by the Agency, at the expense of the user.

§3.04 Estimated Wastewater Volume – For users where, in the opinion of the Agency, it is unnecessary or impractical to install meters, the charges and fees may be based upon an estimate of the volume to be discharged as calculated by the Agency. A rational method will be used to estimate the quantity of wastewater discharged and may consider such factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services, or such other determination of water use necessary to estimate the wastewater volume discharged.

ARTICLE 4 – DISCHARGE REPORTS, WASTEWATER DISCHARGE PERMITS, NOTIFICATION, REPORTING REQUIREMENTS AND ADMINISTRATION

§4.01 Notification of Hazardous Wastes Discharged to the Treatment Works

§4.01.1 All industrial users shall notify the Agency, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the Treatment Works of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the Treatment Works, the notification shall also contain the following information: An identification of the hazardous constituents contained in the wastes, an estimation of the mass

and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All industrial users shall provide notification no later than 180 days after the discharge of the listed or characteristic hazardous waste.

§4.01.2 Discharges are exempt from the requirements of paragraph 4.01.1 of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR part 261.30(d) and 261.33(3). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(3), requires notification.

§4.01.3 In the case of any new regulations under Section 3001 of the Resource Conservation and Recovery Act (RCRA), identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the Agency, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

§4.01.4 In the case of any notification made under Section 4.01, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

§4.02 Notification of Potential Problems – All industrial and commercial users shall notify the Agency *immediately* of all discharges that could cause problems at the Treatment Works, including any slug discharges of compatible or incompatible pollutants.

§4.03 Notification of Changes in Discharge – All industrial and commercial users shall promptly notify the Agency in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial/commercial user has submitted initial notification under 40 CFR 403.12(p) and paragraph §4.01 of this Ordinance.

§4.04 Discharge Reports

§4.04.1 General Discharge Report – The Agency may require that any person discharging or proposing to discharge wastewater into a community sewer, file a periodic Discharge Report.

The Discharge Report, at the discretion of the Agency, may include but not be limited to, nature or process, volume, rates of flow, mass emissions rate, production quantities, hours of operation, number and classification of employees, or other information which relates to the generation of waste including wastewater discharge. Such reports may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they are not normally discharged. In addition to Discharge Reports, the Agency may require information in the form of Wastewater Discharge Permit Applications and Self-Monitoring Reports.

§4.04.2 Baseline Monitoring Report - Industrial Users subject to Federal Categorical Pretreatment standards that are currently discharging to or are scheduled to discharge to the Agency's Treatment Works shall submit to the Agency a Baseline Monitoring Report that meets all requirements and time guidelines set forth in 40 CFR 403.12(b) and any other such requirements as deemed appropriate by the Agency.

§4.04.3 Pretreatment Compliance Report - Industrial Users subject to Federal Categorical Pretreatment Standards shall submit to the Agency a report on their compliance status with any Categorical Pretreatment Standard deadline. This report must be received within 90 days following the date for final compliance with the applicable Categorical Pretreatment Standards, or in the case of a new source within 90 days following the commencement of introduction of wastewater to the Treatment Works. This report shall contain the information described in 40 CFR 403.12(d).

§4.04.4 Periodic Compliance Reports - All Categorical and Significant Non-Categorical dischargers to the Agency's Treatment Works shall submit Compliance Reports on a semi-annual basis (usually by June 30 and December 31 of each calendar year) to the Agency that contain the information described in 40 CFR 403.12(e) and 40 CFR 403.12(h).

§4.04.5 Report Certification Statement - All semi-annual Compliance Reports shall contain a Certification Statement signed by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional Pretreatment is required for the Industrial User to meet the applicable Pretreatment Standards and Requirements. This statement shall contain the information described in 40 CFR 403.12(b)(6).

§4.04.6 Report Accuracy Statement - All reports and self-monitoring data submissions to the Agency by Industrial Users shall contain the following accuracy statement and must be signed as per the requirements contained in 40 CFR 403.12(l):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

§4.05 Wastewater Discharge Permits

§4.05.1 Mandatory Permits – Each Significant Industry as defined in Section 1.03, *as well as* other users with a discharge equivalent to that of a Significant Industrial User, must obtain a Wastewater Discharge Permit before connecting to or discharging into a community sewer. All existing Significant Industrial Users, as well as existing industries with an equivalent discharge, shall obtain a Wastewater Discharge Permit within 180 days after the effective date of this Ordinance.

§4.05.2 Optional Permits – The Manager may issue a Wastewater Permit to any user, upon application, in accordance with the terms of this section in the following categories:

- a. a user who request charges and fees to be based on metered water supply and water diversions, or metered wastewater volume, or
- b. any user whose wastewater strength is less than the normal range for user classification to which he is assigned because of pretreatment, process changes or other reason, or

- c. any user who wishes to discharge wastewater on a temporary basis, such as ground water clean up or storage tank rinsings.

§4.05.3 Permit Application – Users seeking a Wastewater Discharge Permit shall complete and file with the Manager a permit application, accompanied by the applicable fees. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

- a. name, address, and SIC number of applicant;
- b. volume of wastewater to be discharged;
- c. wastewater constituents and characteristics including, but not limited to, those mentioned in Sections 2.10 as determined by a laboratory approved by the Agency;
- d. time and duration of discharge;
- e. average and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
- f. site plan, floor plans, mechanical and plumbing plans and details to show all sewer and appurtenances by size, location and elevation;
- g. description of activities, facilities and plant processes on the premises, including all materials, processes and types of materials which are or could be discharged;
- h. each product produced by type, amount and rate of production;
- i. where known, the nature and concentration of any pollutants in the discharge which are limited by any Agency, State, or Federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and if not, whether additional Operations and Maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable Pretreatment Standards;
- j. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards; the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to this schedule:

- 1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.)
- 2) No increment referred to in paragraph 1) shall exceed nine (9) months.
- 3) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Manager including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Manager.

- k. number and type of employees, and hours of work;
- l. any other information as may be deemed by the Manager to be necessary to evaluate the permit application.

The Manager will evaluate the data furnished by the user and may require additional information. After evaluation and approval of all the data required, the Manager may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

§4.05.4 Permit Conditions – Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other ordinances, regulations, and charges and fees established by the Agency. The conditions of Wastewater Discharge Permits shall be uniformly enforced by the Manager in accordance with this Ordinance and applicable state and federal regulations. Permits may contain the following:

- a. the unit charge or schedule of charges and fees for the wastewater to be discharged to the community sewer;
- b. the average and maximum wastewater constituents and characteristics;
- c. limits on rate and time of discharge or requirements for flow regulations and equalization;
- d. requirements for installation of inspection and sampling facilities;
- e. pretreatment requirements;
- f. requirements for controlling slug discharges of any wastewater or substance that has the potential to cause problems in the wastewater collection system or Interference or Pass Through at the Treatment Works;
- g. specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, number, types and standards for test and reporting schedules;
- h. requirements for submission of technical reports or self-monitoring discharge reports (see Section §405.9);
- i. requirements for maintaining plant records relating to wastewater discharge as specified by the Agency and affording Agency access thereto;
- j. mean and maximum mass emissions rates, or other appropriate limits when incompatible pollutants (as defined by Sections 2.10.1 and 2.10.2) are proposed or present in the user's wastewater discharge; and
- k. other conditions as deemed appropriate by the Agency to ensure compliance with this Ordinance or any regulations affecting the operation of the Agency facilities.

§4.05.5 Duration of Permits – Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification and change by the Agency during the life of the permit as limitations or requirements are modified and changed. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

§4.05.6 Permit Modification – Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Discharge Permit of Industrial Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where an industrial user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Discharge Permit they must do so within 180 days after the promulgation of the applicable National

Categorical Pretreatment Standard. In addition, the industrial user with an existing Wastewater Discharge Permit shall submit to the Manager within 180 days after the promulgation of an applicable Pretreatment Standard the information required by paragraphs (i) and (j) of Section §4.05.3.

§4.05.7 Transfer of a Permit – Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation.

§4.05.8 Revocation of Permit – Any user who violates the conditions of the Wastewater Discharge Permit, applicable state and federal regulations, *or any provisions of this Ordinance including the following*, is subject to having this permit revoked:

- a. failure of a user to furnish correct factual data in the permit application;
- b. failure of a user to factually report the wastewater constituents and characteristics of the discharge;
- c. failure of the user to report significant changes in operations, or wastewater constituents and characteristics; or,
- d. refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.

§4.05.9 Industrial Self-Monitoring

- a. **Monitoring and Analysis to Demonstrate Continued Compliance** – The self-monitoring reports required in this section shall contain the results of sampling and analysis of the industrial user's discharge, including the flow and the nature and concentration, or production and mass where requested by the Agency, of pollutants contained therein which are limited by the applicable national, state and local Pretreatment Standards and Industrial Discharge Permit Requirements and which meet all sampling/monitoring requirements contained in 40 CFR 403.12(g).
- b. **Notification of Industrial Self-Monitoring Violations and Repeat Sampling and Analysis Requirements** – If sampling performed by an industrial user indicates a violation, the user shall notify the Agency within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Agency within 30 days after becoming aware of the violation. In addition, the Agency will conduct a re-sampling within, but not to exceed, 30 days from the date of becoming aware of the violation as per 40 CFR 403.12(g)(2) in order to confirm discharge compliance.
- c. **Industrial Self-Monitoring Reports** – The reports required in this section shall be based upon all data obtained through Agency approved self-monitoring sampling and analysis which is performed by the industry during the period covered by the report (all monitoring results must be reported). The Agency shall specify the frequency and type of monitoring necessary to assess and assure compliance by industrial users with applicable national, state and local Pretreatment Standards and Requirements.
- d. **Industrial Self-Monitoring Sampling and Analysis** – All self-monitoring analyses shall be performed in accordance with procedures established by the Agency pursuant to Section 304(h) of the Act and contained in 40 CFR 136 and amendments thereto, or with any other test procedures approved by the Agency. Sampling shall be performed in accordance with the techniques approved by the Agency. Where 40 CFR 136 does not include sampling or analytical techniques for the pollutants in question, or where the

Agency determines that Section 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the Agency.

- e. **Reporting of Industrial Self-Monitoring Analysis Performed More Frequently Than Required** – If an industrial user is subject to self-monitoring reporting requirement(s), any pollutant monitored more frequently than required by the Agency, shall include the results of this monitoring in the self-monitoring report.

§4.05.10 Record-Keeping Requirements – Any industrial user subject to the reporting requirements established in Article 4 of this Ordinance shall maintain records of all information resulting from any monitoring activities required. Such records shall include for all samples:

- a. the date, exact location, method and time of sampling and the name(s) of the person or persons taking the samples;
- b. the dates analyses were performed;
- c. who performed the analyses;
- d. the analytical techniques/methods used; and
- e. the results of such analyses.

Any industrial user subject to reporting requirements shall be required to retain for a minimum of 3 years any records of monitoring activities and results and shall make such records available for inspection and copying by the Agency. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user when requested by the Agency.

§4.06 Monitoring Facilities – Users who propose to discharge, or who in the judgment of the Agency could discharge now or in the future, wastewater with constituents and characteristics different from that produced by a domestic premise (see Section 5.04 herein) may be required to install a monitoring facility.

When more than one user discharges into a common building sewer, the Agency may require installation of a separate monitoring facility for each user. Also when, in the judgment of the Agency, there is a significant difference in wastewater constituents and characteristics produced by different operations of a single user, the Agency may require that separate monitoring facilities be installed for each separate discharge.

Monitoring facilities that are required to be installed shall be constructed, operated and maintained at the user's expense. The purpose of a facility is to enable inspection, sampling and flow measurement of wastewaters produced by a user. If sampling or metering equipment is also required by the Agency, it shall be provided, installed and operated at the user's expense. The monitoring facility will normally be required to be located on the user's premises outside of the building. The Agency may, however, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area with the approval of the public agency having jurisdiction over that street or sidewalk, and located so that it will not be obstructed by landscaping or parked vehicles.

If the monitoring facility is inside the user's fence, there shall be accommodations to allow safe and immediate access for Agency personnel, such as a gate secured with an Agency lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of

samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the user.

When, in the judgment of the Agency, an existing user requires a monitoring facility, the user will be so notified in writing. Construction must be completed within 90 days following written notification unless a time extension is otherwise granted by the Agency.

§4.07 Inspection and Sampling – The Agency shall inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Agency's representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. The Agency shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards, that upon presentation of suitable identification, personnel from the Agency will be permitted to enter without delay for the purpose of performing their specific responsibilities.

§4.08 Pretreatment – Users shall make wastewater acceptable under the limitations established herein before discharging into any community sewer. Any facilities required to pretreat wastewater to a level acceptable to the Agency shall be provided and maintained at user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Agency for review, and shall be approved by the Agency before construction of the facility. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the Agency.

§4.09 Protection from Accidental Discharge – Each user shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Agency for review, and shall be approved by the Agency before construction of the facility.

The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Ordinance.

§4.10 Confidential Information – All information and data on a user obtained from reports, questionnaires, permit applications, permit and monitoring programs and from inspections shall be available to the public or any other governmental agency without restriction unless the user specifically requests and is able to demonstrate, to the satisfaction of the Agency, that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be available to governmental agencies for use in making studies; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the Agency as confidential, shall not be transmitted to any governmental agency or to the general public by the Agency until and unless prior and adequate notification is given to the user.

§4.11 Discharge from Outside Agency Limits – Any user located in other than an Agency Member Entity shall request permission to discharge from the Manager. Upon review and approval of such a request, the Agency shall enter a contractual agreement with the user which shall require the user to comply with all local, state and federal pretreatment regulations as well as any National Categorical Pretreatment Standards yet to be promulgated. The Contractual Agreement shall also be subject to such terms, conditions, and fees as the Agency finds necessary or appropriate.

§4.12 Special Agreements – Special agreements and arrangements between the Agency and any persons or agencies may be established when in the opinion of the Agency, unusual or extraordinary circumstances compel special terms and conditions. Such agreements shall not, however, exempt the user from complying with any National Categorical Pretreatment Standard.

ARTICLE 5 – WASTEWATER CHARGES AND FEES

§5.01 Schedule of Charges and Fees – A schedule of charges and fees shall be adopted by the Agency, by ordinance or resolution, as permitted by law, which will enable it to comply with the revenue requirements of the State Clean Water Grant Program, and such charges and fees shall be determined in a manner consistent with regulations of the grant program.

§5.02 Classification of Users – All users are to be classified by the Agency either by assigning each one to a "user category" according to the principal activity conducted on the user's premises, by individual user analyzation or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics, to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of the Agency's costs.

§5.03 Types of Charges and Fees – The charges and fees as established in the Agency's schedules of charges and fees, may include, but not be limited to:

- a. user category charges;
- b. fees for connection to sewer system;
- c. fees for monitoring;
- d. fees for permit applications;
- e. appeal fees
- f. charges and fees based on wastewater constituents and characteristics to include industrial cost recovery provisions of the Federal Act; and

g. annexation fees.

§5.05 Basis for Determination of Charges – The charges and fees established for all users or categories of users shall be based upon the measured or estimated constituents and characteristics of the wastewater discharge of that user or user category which may include, but not be limited to, BOD, Suspended Solids and volume. The constituents and characteristics may be either measured or estimated, as determined by the Agency. The volume subject to charge shall be determined in accordance with Article 3 of this Ordinance.

§5.06 Basic Minimum Charge – Notwithstanding the provisions of Section 5.04, in any event the basic charge so determined for users in the residential category shall constitute the basic minimum charge for all users, and no user shall be charged less than this amount.

ARTICLE 6 – ENFORCEMENT

§6.01 Accidental Discharges

§6.01.1 Notification of Potential Problems – Users shall notify the Agency immediately upon accidentally discharging wastes which could cause problems to the Treatment Works or wastes in violation of this Ordinance, including any slug discharges, to enable countermeasures to be taken by the Agency to minimize damage to the community sewer, treatment facility, treatment processes and the receiving waters.

The notification shall be followed, within 15 days of the date of occurrence, by a detailed written statement describing the causes of the accidental discharge and the measures(s) being taken to prevent future occurrence.

Such notification will not relieve users of liability for any expense, loss or damage to the sewer system, treatment plan, or treatment process, or for any fines imposed on the Agency on account thereof under Section 13340 of California Water Code or for violations of Section 5650 of the California Fish and Game Code.

§6.01.2 Notices to Employees – In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on the user's bulletin board advising employees whom to call in case of an accidental discharge in violation of this Ordinance.

§6.01.3 Preventive Measures – Any direct or indirect connection or entry point for persistent or deleterious wastes to the user's plumbing or drainage system should be eliminated. Where such action is impractical or unreasonable, the user shall appropriately label such entry points to warn against discharge of such wastes in violation of this Ordinance.

§6.02 Issuance of Cease and Desist Orders – When the Agency finds that a discharge of wastewater has taken place, in violation of prohibitions or limitations of this Ordinance, or the provisions of a Wastewater Discharge Permit, the Manager may issue an order to cease and desist, and direct those persons not complying with such prohibitions, limits, requirements, or provisions to:

- a. comply forthwith;
- b. comply in accordance with a time schedule set forth by the Agency; or
- c. take appropriate remedial or preventive action in the event of a threatened violation.

§6.03 Harmful Contributions – The Agency may immediately suspend the wastewater treatment service and/or Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Agency, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the Agency to violate any condition of its NPDES Permit.

Any person notified of a suspension of the wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the Agency shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the Treatment Works or endangerment to any individuals. The Agency shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. This shall be submitted to the Agency within 15 days of the date of occurrence.

§6.04 Submission of Time Schedule – When the Agency finds that a discharge of wastewater has been taking place, in violation of prohibitions or limitations prescribed in this Ordinance, or wastewater source control requirement, effluent limitations or pretreatment standards, or the provisions of a Wastewater Discharge Permit, the Agency may require the user to submit for approval, with such modification as it deems necessary, a detailed time schedule of specific actions which the user shall take in order to prevent or correct a violation of requirements.

§6.05 Appeals – Any user, permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders, made by the Manager, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with the Manager a written request for reconsideration within 10 days of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration.

If the ruling made by the Manager is unsatisfactory to the person requesting reconsideration, he may within 10 days after notification of Agency action, file a written appeal to the Agency's Board of Directors. The written appeal shall be heard by the Board within 30 days from the date of filing. The Board shall make a final ruling on the appeal within 15 days of the close of the meeting. The Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

§6.06 Enforcement Response Plan – The Manager is authorized and directed to prescribe regulations necessary to implement this Article and a Pretreatment Enforcement and Response Plan ("ERP") as required by and in compliance with state and federal law and regulations. The ERP and any changes thereto shall be effective upon approval by resolution of the Board of Directors. Any enforcement measure or procedure contained in this Article and the ERP shall be considered to be complimentary and cumulative and not exclusive of any other enforcement measure or procedure and the Agency may pursue any one or all of such measures or any other remedy or relief which may be provided for by law.

§6.07 Publishing of Dischargers in Significant Noncompliance – The Agency will provide annual public notification in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the Agency of Industrial Users which at any time during the previous 12 months were in significant noncompliance (SNC) with applicable Pretreatment requirements as defined in 40 CFR 403.8(f)(2)(viii).

ARTICLE 7 – ABATEMENT

§7.01 Public Nuisance – Discharge of wastewater in any manner in violation of this Ordinance or of any order issued by the Manager as authorized by this Ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by the Manager. Any person creating a public nuisance shall be subject to provisions of Agency codes or ordinances governing such nuisance.

§7.02 Injunction – Whenever a discharge of wastewater is in violation of the provisions of this Ordinance or otherwise causes or threatens to cause a condition of contamination, pollution or nuisance, the Agency may petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

§7.03 Damage to Facilities – When a discharge of wastes causes an obstruction, damage, or any other impairment to Agency facilities, the Agency may assess a charge against the user for the work required to clean or repair the facility and add such charge to the user's sewer service charge.

§7.04 Correction of Violations; Collection of Costs; Injunction – In order to enforce the provision of this Ordinance, the Agency may correct any violation hereof. The cost of such correction may be added to any sewer service charge payable by the person violating the Ordinance or the owner or tenant of the property upon which the violation occurred, and the Agency shall have such remedies for the collection of such costs as it has for the collections of sewer service charges. The Agency may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Ordinance.

§7.05 Civil Liabilities and Penalties – Any person who intentionally or negligently violates any provision of this Ordinance, requirements, or conditions set forth in a permit duly issued, or who discharges wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, including non-discharge pretreatment standards, shall be liable to injunctive relief for non-compliance imposed by the Agency against which the violation occurs. Said civil liability may be in a sum of not to exceed six thousand dollars (\$6,000.00) a day for each violation in which such violation occurs.

The Agency may petition the Superior Court to impose, assess and recover such sums. In determining such amount the court shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length or time over which the violations occurs, and corrective action, if any.

§7.06 Falsifying of Information – Any person who knowingly makes any false statements, representation record, report, plan or other document filed with the Agency, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, is hereby declared to be in violation of this Ordinance, and subject to the civil liabilities imposed under Section 7.05 of this Ordinance.

§7.07 Termination of Service – In order to effect its powers, the Agency may enter upon private property for the purpose of inspection and maintenance of sanitary and waste disposal facilities and may terminate service to property in which a violation of any rule, regulation, or this Ordinance is found to exist.

Prior to termination of service, however, the Agency Board shall notify, in writing, the owner and tenant, if any, of such property that service is intended to be so terminated and conduct a hearing thereon as herein provided. Such notice shall be mailed to the owner at the address shown on the records of the Assessor of the County, or as known to the Agency, and a copy shall be delivered to the tenant or posted conspicuously on the property. The notice shall state the date of proposed termination of service and the reasons therefore and the date the Agency Board shall hold a hearing upon such intended termination. Such a hearing shall not be held less than ten (10) days subsequent to the giving of the notice as herein required.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

§8.01 Severability – If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The Board of Directors hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

§8.02 Repeal of Conflicting Ordinances – Ordinances No. 92-02, 93-03, and 2000-01 hereby are repealed. Further, in the event of conflict between this Ordinance and other ordinances, rules and regulations of the Agency adopted prior to this Ordinance, the provisions of this Ordinance shall prevail.

§8.03 Publication of Ordinance – Within fifteen (15) days after the passage of this Ordinance, the Agency Manager/Secretary shall cause it to be published at least once in a newspaper of general circulation published and circulated within Monterey County.

The foregoing Ordinance was introduced at a regular meeting of the Board of Directors of the Monterey Regional Water Pollution Control Agency and was passed and adopted on July 28, 2008 by the following vote:

Effective Date – This Ordinance shall take effect and be in force thirty (30) days from and after the final passage and adoption hereof.

AYES: Stefani, Calcagno, Russell, Nishi, Dayton, Pendergrass and Bloomer

NOES: None

ABSENT: Cortez, Cort, De La Rosa and Haferman

/s/ Joe Russell
Joseph Russell, Chair
Board of Directors

ATTEST:

/s/ Keith Israel
Keith Israel, General Manager
Secretary to Board of Directors

SECTION 31 23 33

TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Trench excavation.
 - 2. Trench Backfill.
 - 3. Control of surface waters and groundwater.
 - 4. Temporary and permanent resurfacing.
 - 5. Removal and disposal of materials.
- B. SUBMITTALS
 - 1. Delivery certifications (load slips) for all aggregate base and backfill.
 - 2. Delivery certifications (load slips) for concrete slurry backfill.
 - 3. Material samples as may be required by the Engineer for test purposes.

PART 2 PRODUCTS

- 2.01 Select Backfill: Section 31 00 00 - Earthwork
- 2.02 Slurry Cement Backfill: Cement Slurry backfill shall be 2-sack mix sand-cement slurry, and shall conform to the material requirements described in Caltrans Standard Specifications, Section 19-3.062.
- 2.03 Native Material as Trench Backfill: Native soil materials shall not be used as trench backfill in the pipe zone, unless approved in writing by the Engineer. Native material may be used as subsequent backfill provided requirements of Paragraph 2.01E, Section 31 00 00, are met, and such material is approved for use by the Engineer. Refer to geotechnical report and Section 31 00 00 for description of on-site soils.
- 2.04 Bedding and Pipe Zone: Select backfill per Paragraph 2.01A, Section 31 00 00, and meeting sand equivalent of 30 or greater.
- 2.05 Subsequent Backfill: Imported or native non-expansive material meeting the requirements of Paragraph 2.01E, Section 31 00 00.
- 2.06 Thrust Blocks (where shown on the drawings): 1,500 psf dead load plus live loads maximum allowable vertical bearing capacity. Minimum size 3 SF size.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION

- A. Trenches shall be constructed in accordance with the details shown on the Drawings, and the following:
 - 1. Excavation limits: Excavate trenches to the minimum and maximum trench widths shown on the drawings.

2. Open Trench Construction: Trench construction shall be by open trench excavation unless shown otherwise on the plans.
3. Maximum Length of Open Trench: Except by permission of the Engineer, the maximum length of open trench shall be 200 feet, or the length of pipe that can be installed in a single day, whichever is less. The length of open trench includes open excavation, areas with active pipe laying and backfilling, and those areas not yet temporarily resurfaced.
4. Utility Crossings: Protect all existing facilities to be crossed. Hand digging of trenches may be necessary.
5. Trench Excavation in Existing Paved Areas to be Restored to Pre-Construction Condition: In paved areas, the trench excavation limits shall be sawcut. The sawcut lines shall be straight and neat in appearance and shall be parallel or perpendicular to the trench construction, unless allowed by the Engineer. The sawcut limits shall be extended as necessary to include the entire excavation, and any edges damaged during construction.
6. Trench Excavation in Areas of New Pavement: The trench excavation limits need not be sawcut in areas where new pavement will be installed. All trench excavation and backfilling operations shall be completed prior to final paving.
7. Over-Excavation: If the trench is over excavated below the limits necessary, backfill and compact to 95 percent relative compaction with select backfill. There shall be no additional payment to the Contractor for over-excavations not directed by the Engineer.
8. Unsuitable Material: Unsuitable soil is soil that due to its nature cannot be properly compacted to or is yielding and cannot provide support for the overlying structural section. Excessive moisture content shall not be cause for a material to be considered unsuitable. The Engineer shall determine whether soil shall be considered unsuitable. If the soil is determined to be unsuitable, the Engineer may direct the Contractor to remove the material and replace it with select backfill or other material as directed by the Engineer. Such alternative measures will be paid for as extra work.
9. Wet soil: A condition of soil moisture exceeding optimum moisture content to a degree that causes yielding or prevents proper compaction shall not be cause to consider soil as unsuitable. If wet soils are encountered, the Contractor shall take such measures as are required to dry the soil to a degree that it can be compacted and form a firm and unyielding surface. These measures shall be included in the bid items requiring trench construction and there shall be no separate payment therefore.
10. Trenches in Fill Areas: For trenches to be excavated through fill, including previously placed trench backfill (such as at manholes or for building connections), the structural backfill shall be first compacted at a level at least 3 feet from the top of the piping or conduit elevation and then retrenched to pipe grade.
11. Disposal: Disposal of excavated material shall be as specified in Section 31 00 00 - Earthwork.

3.02 PIPE BEDDING AND PIPE ZONE

- A. Unless shown otherwise on the plans, trench bedding shall be defined as that material 6" below the pipe, supporting, surrounding and extending 12" above the top of pipe.
- B. Bedding Placement: Sand bedding shall be placed to provide uniform support for the pipe or conduit prior to lowering the pipe or conduit in place. Holes shall be shaped for pipe bells, and the bedding shall be rounded to the shape of the pipe barrel. If the

bedding exceeds 6 inches below the bottom of the pipe, it shall be compacted to a relative compaction of 95% prior to placing the pipe. Bedding shall be completed and compacted prior to placing any pipe zone backfill.

- C. Cement Slurry Bedding Placement: Prior to placing cement slurry bedding, the Contractor shall employ a method to prevent the pipe from floating or shifting position. If the pipe or conduit does float or shift position, the contractor shall be responsible for removing and reinstalling the pipe or conduit. Plugs and/or barriers shall be used to prevent the cement slurry from flowing to unwanted areas of the trench or into the pipe.
- D. After placing cement slurry bedding, subsequent backfill may not be placed for 8 hours unless the subsequent backfill is also cement slurry, except that if the when concrete sand is used for the aggregate and the in-place material is free draining, backfilling may commence as soon as the surface water is gone.

3.03 TRENCH BACKFILL

- A. Inspection Prior to Backfill: Backfill material shall not be placed over the pipe or conduit until after the joints have been completed and inspected by the Engineer.
- B. Protect trench from sloughing of material. District will not pay extra for additional backfill required by Contractor to fill such voids.
- C. Protect pipes from flotation during backfill and compaction.
- D. Backfill in existing paved areas where the depth of cover will be 2 feet or less shall be cement slurry. For HDPE pipe, cement slurry backfill shall be used in existing streets, if the depth of cover is less than 3 feet.
- E. Placement of Trench Backfill: Trench Backfill shall be placed in level lifts not exceeding 8 inches in loose thickness, moisture conditioned, and mechanically compacted.
- F. The minimum compaction (percent of maximum dry density) shall be:
 - 1. 90 percent for general trench compaction in pipe bedding, pipe zone and subsequent backfill.
 - 2. 95 percent in the top 12-inches below subgrade
- G. Compaction of backfill by jetting or flooding shall not be allowed.
- H. No Trenches Left Open: All trenches shall be backfilled to the surface as soon as possible after the installation of the facilities. Prior to stopping work each day, all open trenches shall be backfilled to the surface or protected with non-skid traffic-rated steel plates.
- I. If steel plates are used, they shall comply with the Caltrans Construction Manual.

3.04 TRENCH RESURFACING

- A. Surface Restoration: Per trench details shown on the drawings.
- B. Temporary Paving: Prior to final paving, trenches in paved areas shall be surfaced with cold mix. Cold mix shall be a minimum of 3 inches thick. The Contractor shall maintain the cold mix in a smooth condition flush with the adjacent pavement

throughout the time that it is in place. Temporary pavement shall be installed and maintained for a minimum of 14 calendar days prior to installation of permanent hot mix.

- C. Steel Traffic Plates: When approved by the Engineer, steel traffic plates may be used in lieu of backfilling and temporary paving. Steel plates shall be skid-resistant and placed in accordance with Caltrans Standards. Cold mix shall be used to provide smooth transition around the traffic plates. The Contractor shall monitor the condition of the traffic plates and maintain their placement to provide a safe driving condition.

3.05 TESTING

- A. Compaction Testing: The District will hire an independent testing company to perform compaction testing. The Contractor shall make the trench available to the tester, at the depths and locations required by the Engineer. When testing requires personnel to enter into a deep trench, the Contractor shall provide all shoring or other methods necessary for a safe working condition in compliance with the approved trench safety plan. The cost of providing safe access to the trench backfill for testing purposes shall be included in the bid items requiring such trench backfill, and there will be no separate payment therefore.
- B. Failed Compaction Tests: The District will pay for the initial cost of compaction tests. Should any initial or subsequent test indicate that the material fails to meet the required level of compaction, the Contractor shall be responsible for all such measures necessary to bring the material into compliance, at no additional cost to the District. The backfill shall then be retested. The Contractor is responsible for the cost of such retesting following a failed test, and the District may deduct the cost of such from the amounts owed under the Contract.

3.06 CAL-OSHA COMPLIANCE

- A. See Section 31 40 00, Sheet piling, Shoring and Bracing.

END OF SECTION

SECTION 31 40 00

SHEETING, SHORING AND BRACING

PART 1 GENERAL

1.01 DESCRIPTION

Provide protective installation consisting of shores, wales, braces, posts, piling, sheeting, anchorages and fastenings, both temporary and permanent, for accomplishment and protection of work.

- A. Work Included.
 - 1. Shoring and sheeting for structure excavation.
 - 2. Temporary sheeting and bracing for piping work.
 - 3. Materials for permanent sheeting and bracing.

1.02 SUBMITTALS

- A. Submit for record purposes only, not for review or approval, calculations of the shoring systems including sheeting size, wales, rakers, anchor system, struts, earth anchors, anchor piles, tie rods or any other components pertinent to the design prior to the start of any work involving sheeting and bracing. All designs submitted shall be signed by an engineer duly registered in the State of California.
- B. Cal-OSHA compliance: Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the construction safety orders. Failure to comply with any of the Cal-OSHA rules, orders, and regulations shall be sufficient cause for the Engineer to immediately suspend all work. No compensation for costs incurred by such emergency suspension will be allowed.
- C. Designation of the Competent Person for trench safety as defined by Cal-OSHA.
- D. Trench Safety Plan: Prior to performing excavation for any trench over five feet in depth, the Contractor shall submit for approval by the Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches. If such plan complies with the Construction Safety Orders, it shall be submitted at least 5 working days prior to the start of trench excavation. If such plan varies from the Cal-OSHA Construction Safety Orders, the plan shall be prepared and signed by a registered Civil Engineer, and shall be submitted at least 4 weeks prior to any trench excavation. No trenching shall begin until such plan has been approved by the District.

1.03 JOB CONDITIONS

- A. The description of job conditions under Section 31 00 00 - Earthwork, and 31 23 33 – Trenching and Backfilling, form a part of this subsection. Federal, state and local requirements for safety of job personnel and public apply to work under this Section.

1.04 CAL-OSHA COMPLIANCE

- A. Excavation Safety: The Contractor's attention is directed to the provisions in Sections 6705, and 6707 of the State Labor Code, California Civil Code Section 832, the United States Department of Labor Rules 29 CFR, Part 1926, the Cal-OSHA Construction Safety Orders, Section 5.47, Safety and Trenching of these Specifications.
- B. Permit: The Contractor shall have a Cal-OSHA permit as required by California Labor Code Section 6500. Prior to beginning any excavation, the Contractor shall submit a copy of the Cal-OSHA permit and shall identify in writing the Competent Person designated to be in charge of trench safety for this project.
- C. Adjacent Improvements: Provide support for excavations adjacent to existing improvements and structures to prevent damage or settlement. Attention is directed to the Soils Engineering Report and to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports.
- D. Removal of trench supports: The support for excavation shall remain in place until the pipeline or structure has been completed. During the backfilling of the pipeline or structure, the shoring, sheeting, and bracing shall be carefully removed so there shall be no voids created and no caving, lateral movement, or flowing of the subsoil.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

Install sheeting and bracing for trench and structure excavation progressively as the removal of excavated material requires. Butt planks to exclude groundwater and fines, preventing the erosion of voids outside sheeting. In soft, wet ground drive sheeting to a lower level as excavation progresses so that sheeting is embedded in undisturbed earth. Bracing of sheet piling may be permitted to penetrate the structural concrete only as approved by the Engineer. Install wales and struts at close intervals so as to prevent displacement of the surrounding earth and to maintain safe conditions in the work area. Any damage proven to result from improper installations shall be the responsibility of the Contractor. Withdraw individual planks alternately as the backfill is raised, maintaining sufficient sheeting and bracing to protect the Work and workmen. Remove bracing completely. Where unstable conditions occur in the underlying strata from any cause, and withdrawal of sheeting will endanger the Work, a portion of the sheeting, including bracing, may be left in place with approval of the Engineer. Remove all wood within the zone extending below a depth of four (4) feet from finished grade. Leaving such material in place shall not be cause for an increase in Contract Price.

END OF SECTION

SECTION 32 12 00

FLEXIBLE PAVING (HOT MIX ASPHALT)

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Hot Mix Asphalt (HMA).
 - 2. Asphaltic concrete (AC) paving.
 - 3. Aggregate or other base course.
 - 4. Surface sealer.
 - 5. Aggregate subbase course.
 - 6. Grinding (cold plane) AC paving.

1.02 REFERENCES

- A. Caltrans Standard Specifications dated 2018 as published by the California Department of Transportation.

1.03 SUBMITTALS

- A. Product Data:
 - 1. HMA Design, conforming to Caltrans Section 39-1.03 and Job Mix Formula (JMF) requirements of Caltrans Section 39-1.03C. Engineer will review HMA/JMF submittal per Caltrans Section 39-1.03D.
 - 2. AC Mix Design.
 - 3. Delivery certifications (load slips) indicating the specification and tonnage for all HMA delivered to the site.
 - 4. Delivery certifications (load slips) indicating the specification and tonnage for all base materials delivered to the site.
- B. Material Samples:
 - 1. HMA Samples for testing.
 - 2. Base material samples for testing.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Conform to the requirements of the California Air Resources Board (CARB) and the local Air Pollution Control District.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aggregate Base: Section 26 "Aggregate Bases" of the Caltrans Standard Specifications
 - 1. Class 2, ¾ inch maximum.

2. Aggregate for class 2 aggregate base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.
 3. Aggregate may include material processed from reclaimed asphalt pavement, Portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.
 4. Aggregate shall conform to the grading and quality requirements shown in the Caltrans Standard Specifications.
- B. HMA: Section 39, "Hot Mix Asphalt", of the Caltrans Standard Specifications and the following:
1. HMA for roads, parking areas and driveways:
 - a. Type B, 1/2" maximum, medium grading.
 - b. The viscosity grade of the paving asphalt shall be PG 64-10 for all HMA unless otherwise stated. HMA binder to be mixed with the mineral aggregate as determined by California Test No. 367 performed at the Contractor's expense.
 2. HMA for AC Dikes:
 - a. Type B, 1/2" Maximum.
 - b. The viscosity grade of the HMA for dikes shall be PG 70-10.
 3. Lime shall not be added to the HMA or aggregate, unless permitted by the Engineer.
- C. If the HMA component percentages are not within the limits specified in Section 39-1.03B and/or the viscosity is not the grade specified, the HMA shall be removed unless the Engineer determines that said HMA is structurally adequate and may remain in place. If this HMA is left in place, the Contractor shall pay to the District \$10.00 per ton for such HMA. The District may deduct this amount from any moneys due, or that may become due, the Contractor under the contract. No single HMA extraction test shall represent more than 500 tons of aggregate or one day's paving whichever is smaller.
- D. The minimum stabilometer value for aggregate mixed with asphalt shall be 30.
- E. If the finished surface of the HMA on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of HMA. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.
- F. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in Section 42-2.02, "Construction", of the Standard Specification.
- G. Paint Binder: Paint Binder (Tack Coats) shall conform to Section 39, "Hot Mix Asphalt", and Section 94, "Asphaltic Emulsions", of the Caltrans Standard Specifications and the following:
1. Paint Binder shall be asphaltic emulsion Type SS1h.

- H. Cold Mix: No. 4 maximum, in accordance with Section 39 of the Caltrans Standard Specifications. The aggregate shall be blended with 5-8 percent SC-800 liquid asphalt.
- I. If the paving asphalt percentages are not within the limits specified, and/or the viscosity is not the grade specified, the asphalt concrete shall be removed unless the Engineer determines that said asphalt concrete is structurally adequate and may remain in place.

PART 3 - EXECUTION

3.01 CALTRANS SPECIFICATION

- A. All execution shall be per Caltrans Section 39, except as herein specified.
- B. Prepaving Conference per Caltrans Section 39-1.04B not required. Include methods of performing production and pavement work in HMA Submittal for review by Engineer.

3.02 SUBGRADE PREPARATION

- A. Section 31 00 00 – Earthwork.

3.03 AGGREGATE BASE

- A. Section 31 00 00 – Earthwork.

3.04 PLACING HMA

- A. Place HMA at the lines and grades shown on the plans, and to facilitate drainage to the new inlet box. The new pavement shall properly drain as shown on the drawings.
- B. All HMA shall be set flush with vaults, manhole lids, valve lids, and other surface features, as shown on the drawings.
- C. Existing manhole rims, valve lids, vaults and all other structures within the area to be paved shall be adjusted as required to fit the new HMA, and new concrete collars shall be provided.
- D. All sewer manholes, sewer cleanouts, water valves, centerline monuments and similar structures requiring a grade adjustment as a result of the new pavement construction shall be provided with new cast iron frames and lids in accordance with the District Standard Drawings. Existing Materials shall be salvaged to the District.
- E. Where pavement reconstruction is to occur, permanent trench resurfacing shall not be performed as a separate effort. Permanent trench resurfacing shall be performed as a part of the overall pavement reconstruction effort so that the structural section and appearance is uniform.
- F. The top course of HMA shall not be placed until all underground facilities have been placed, tested, and are in operation.
- G. Work for installing HMA includes adjusting the frames and covers of all manholes, valves, vaults, monument wells, etcetera, with new concrete rings to the final paving

grade. The cost for raising frames and covers to grade shall be included in the amount for HMA, and there shall be no separate payment therefore.

3.05 TOLERANCES

- A. Pavement surface quality and tolerances shall be in accordance with Section 39-6.03 of the Caltrans Standard Specifications, except in the case of conforming to existing curbs, gutters or pavement. Place all HMA such that it will drain without puddling.
- B. If the finished surface of the HMA on the street pavement does not meet the specified surface quality or tolerances, it shall be brought within tolerance by either (1) abrasive grinding, (2) removal and replacement, or (3) placing an overlay of HMA, including grinding at the gutter to accommodate the overlay. The method will be selected by and will be the option of the Engineer. The corrective work shall be at the Contractor's expense.
- C. If abrasive grinding, or removal and replacement, is used to bring the finished surface to specified surface tolerances, additional grinding or removal shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at the nearest traffic lane line or pavement edge, and in each longitudinal direction so that the grinding or removal begins and ends at lines perpendicular to the traffic lane line, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.
- D. Milled surface shall be swept clean and tack coat (SS1) shall be applied at a rate of 0.1 Gal/SY. This rate shall be adjusted a necessary for proper coverage.

3.06 PAVEMENT MARKERS AND STRIPING

- A. The Contractor shall replace all pavement markings and markers that are removed, damaged, disturbed by construction activities. Pavement markings and markers shall be in accordance with Caltrans Section 84, and shall be replaced in kind. Refer to Section 32 17 23, Pavement Markings.

3.07 GRINDING (COLD PLANE) AC PAVEMENT

- A. Abrasive grinding shall conform to the requirements in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.
- B. Before placing new HMA, existing bituminous pavement shall be cold placed at the locations and to the dimensions shown on the plans, in these specifications, and as directed by the Engineer.
- C. Grinding where shown on the plans to match asphalt overlays to existing grade shall be by cold planing.
- D. The cold planing machine shall have, in combination or separately, a means of grinding bituminous roadway surfaces without damaging the underlying surface and for blading the displaced materials into windrows in one continuous forward motion.

- E. The machine shall consist of a 36 inch minimum width cutting drum with carbide tip teeth. The drum shall be totally enclosed in a shroud to prevent the discharge of loosened material into adjacent work areas.
- F. A dust suppression system shall be required which contains two high-pressure spray bars with spiral nozzles and minimum storage capacity of 700 gallons.
- G. The road surfacing to remain in place and adjacent highway shall not be damaged in any way.

END OF SECTION

SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Concrete curbs and paving
- B. In accordance with Caltrans 2018 Standard Specifications, except as noted herein.

1.02 SUBMITTALS

- A. Per Caltrans Section 73 and 90.

PART 2 PRODUCTS

2.01 GENERAL

- A. No materials shall be delivered to the site that are not in conformance with these specifications, or unless accepted by the engineer in writing.
- B. Per Caltrans Section 73 and 90.

PART 3 EXECUTION

3.01 GENERAL

- A. In accordance with Caltrans Section 73 and 90.
- B. Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Contractor shall immediately notify the Engineer if site conditions are encountered that will not accommodate the design details. Modifications ordered by the Engineer are change order work.
- C. Place concrete pavement at the lines and grades shown on the plans. The new pavement shall properly drain as shown on the drawings.
- D. The concrete pavement shall not be placed until all underground facilities have been placed, tested, and are in operation.
- E. Work for installing concrete pavement includes adjusting the frames and covers of all manholes, valves, vaults, monument wells, etcetera, to the grades shown on the plans, whether to be installed flush with new concrete pavement or offset. The cost for raising frames and covers to grade shall be included in the amount for concrete pavement, and there shall be no separate payment therefore.

3.02 TOLERANCES

- A. Pavement surface quality and tolerances shall be in accordance with Section 39-6.03 of the Caltrans Standard Specifications. Place all concrete pavement such that it will drain without puddling.
- B. If the finished surface of the concrete pavement does not meet the specified surface quality or tolerances, it shall be brought within tolerance by either (1) abrasive grinding, (2) removal and replacement. The method will be selected by and will be the option of the Engineer. The corrective work shall be at the Contractor's expense.

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Restoring traffic stripes, pavement markings and pavement markers in accordance with Caltrans 2018 Standard Specifications, except as noted herein.

1.02 SUBMITTALS

- A. Per Caltrans Section 81 and 84.

PART 2 PRODUCTS

2.01 GENERAL

- A. No materials shall be delivered to the site that are not in conformance with these specifications, or unless accepted by the engineer in writing.
- B. Caltrans Section 81 and 84.
- C. Traffic stripes, pavement markings and markers, paint.

PART 3 EXECUTION

3.01 GENERAL

- A. Refer to Caltrans Section 10, 10-1.02D for requirements prior to obliteration of pavement stripes, markings and markers.
- B. Install in accordance with Caltrans Section 81 and 84.

END OF SECTION

SECTION 33 01 30.23

PIPE BURSTING

PART 1 GENERAL

1.01 GENERAL

- A. This specification addresses the installation of sewer mains by the pipe bursting method, including connecting to existing sewer mains, connecting to existing services or installing lateral connections. The Contractor shall furnish all labor, equipment, materials, tools and appurtenances necessary or proper for the performance and completion of the contract. Inspection and payment will be by the method stipulated in the contract.
- B. The host sewer main is 10" diameter vitrified clay pipe.
- C. This Work includes re-connection of existing sewer laterals to new sewer pipe.

1.02 QUALITY ASSURANCE

- A. The requirements set forth in this specification consider a wide range of procedural precautions necessary to ensure that key essential aspects of a proper pipe bursting installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any pipe bursting operation covered by this specification, shall in no way relieve the Contractor of his ultimate responsibility for the satisfactory completion of the Work defined in the Contract Documents.
- B. Pipe Bursting Contractor shall have been actively engaged in the installation of pipe using pipe bursting for a minimum of five (5) years and have installed, as a company, a minimum of three similar sewer projects in similar complexity, size and nature, in the State of California. Pipe bursting contractor shall have received certifications related to butt fusion welding of HDPE pipe, operating pipe bursting head/equipment.

1.03 SUBMITTALS

- A. **WORK PLAN:** Prior to beginning work, submit to the Engineer a detailed work plan outlining the procedure and schedule to be used to execute this portion of the Work, for pipe bursting replacement of existing 10" gravity sewer to 15" gravity sewer. Plan shall document the thoughtful planning required to successfully complete the project, avoid disruption to sewer service during sewer installation, and minimize impacts to the community. Work Plan shall be approved by the District and Engineer prior to the start of the work.
 - 1. Provide a detailed site plan and equipment layout, clearly delineating the extent of required Work Zone for pipe bursting, showing entry and exit pits, pipe layout areas, and other details clearly showing work zone requirements relative to site and property constraints.

2. Design calculations and recommendations for HDPE DR for proposed installation.
 3. Bursting Plan. Provide description of process to be used, layout, storage and handling areas, minimize impact to traffic, bicycle and pedestrian pathways/public, lateral location, installation/repairs, manhole penetrations. Describe sewer bypassing as part of this Work Plan.
 4. Sewer Laterals. Provide plan describing method and plan for re-connection of existing sewer laterals to the new sewer pipe system.
 5. Monitoring Plan. Provide for how Contractor will observe and monitor for excessive noise/vibration and heaving during the pipe bursting operation.
- B. EQUIPMENT: Submit specifications and details of pipe bursting equipment to be used to ensure that the equipment will be adequate to complete the project. Include details of equipment specifications relative to expected materials to be encountered as part of the installation. Contractor performing the pipe installation shall be certified by the pipe bursting system equipment manufacturer that the Contractor is a duly licensed and trained installer of the manufacturers' system.
1. Bursting head/mechanism must be capable of pipe bursting existing repair section of vitrified clay pipe with minimal damage to the immediate and above ground environment and structures. Spare inventory shall be included.
- C. MATERIAL: Specifications on HDPE pressure class to be used shall be submitted to the Engineer. Provide calculations and justification for dimension ratio (DR) required to resist pipe bursting/frictional forces expected during installation. Pipe materials and minimum pipe wall thickness shall be in accordance with Section 33 11 00.19.
- D. PERSONNEL: Documentation of training and relevant experience of personnel shall be submitted. Contractor shall have a minimum of 5 years experience in pipe bursting installations of similar size, length and complexity. Provide details of experience relative to the nature of the site geologic conditions defined in this Project, as described in the Geotechnical Reports.

1.04 PROJECT SITE CONDITIONS

- A. GEOTECHNICAL INVESTIGATION – See Section 01 11 00, Summary of Work, Para. 1.13.
- B. EXISTING UTILITIES
1. All buried utilities adjacent to the line of operation shall be reviewed and where necessary excavated to relieve transient loading during the insertion operation.

1.05 WARRANTY

- A. The Contractor shall provide to the District a warranty to be in force and effect for a period of one (1) year from the date of acceptance by the District. The warranty is inclusive of the Contractor to repair or replace the pipe entirely should failure result from faulty material or installation.

PART 2 PRODUCTS

2.01 PIPE MATERIAL

- A. HDPE pipe per Specification Section 33 11 00.19, HDPE Sewer Pipe.

2.02 SEWER LATERAL CONNECTION TO NEW HDPE SEWER MAIN

- A. Welded HDPE saddle, Faction-Saddle™ or approved equal. Process uses conventional heating elements in conjunction with a vacuum application system to make a consistent, reliable, vacuum-tested and leak-free weld and connection to the new HDPE sewer main.
- B. Lateral connection material shall be pressure rated polyethylene per PE3408/PE3608 and PE 4710.
- C. Connect new HDPE lateral connection to existing sewer lateral. Confirm material of existing sewer lateral, and make recommendation to use rubber coupler (Calder coupling or equal) for PVC or VCP lateral, or butt fusion or electro-fusion if HDPE lateral.

PART 3 EXECUTION

3.01 INITIAL CLEANING AND VIDEO INSPECTION

- A. Prior to beginning the sewer main replacement work, video the existing sewer reach to be pipe burst, and identify locations of all sewer laterals within the reach of sewer to be replaced. Mark locations of each sewer lateral within the easement, for review by District.
- B. Flush and clean the existing sewer prior to start of the work.
- C. Prepare for sewer bypassing as required, before the start of the work

3.02 PIPE BURSTING METHOD

- A. Contractor shall propose method for pipe bursting, for review and approval by Engineer. Proposed method must correspond to the pipe bursting experience provided in Section 1 of this Specification.

3.03 MONITORING DURING CONSTRUCTION

- A. Contact by radio shall be maintained between key positions at all times so that slowing down, stopping and starting can be effected when necessary.
- B. The Contractor shall record the general progress, i.e. insertion rates in feet per minute, reasons for stoppages or slow-down, signs of failure of equipment, disruption at surface, and other signs of concern.
- C. Particular care shall be exercised when passing buried utilities or when near building foundations.

3.04 ANCHORING PIPE AND SEALING MANHOLES

- A. After the pipe has been installed in the entire length of the sewer section, anchor the pipe at manholes. The pipe shall protrude in the manholes for enough distance to allow sealing and trimming.
- B. Seal the pipe at manholes by providing a flexible gasket connector in the manhole wall at the end of the pipe, centered in the existing manhole wall. Grout the flexible connector in the manhole wall filling all voids the full thickness of the manhole wall.
- C. Restore manhole bottom and invert.

3.05 LATERAL RE-CONNECTIONS

- A. Excavations for all active house connection laterals shall be completed before the insertion of the new pipe. Prior to start of the pipe bursting work, the District will confirm that all sewer laterals have been identified and accounted for.
- B. Perform work "live" to avoid disruption to residences.
- C. Do not allow debris and foreign matter into the sewer main.

3.06 TESTING AND ACCEPTANCE

- A. Video installed sewer, including at lateral re-connections and manhole connections, after the work has been completed.
- B. Perform mandrel testing of main sewer, and low pressure air testing per Section 33 11 00.
- C. Correct and repair all damages and defects found during the review of the final video inspection. The damages shall include but not limited to sags, leaks, cracks, unsecured joints, pipe deformation, visual defects, and others which in the opinion of the ENGINEER are not acceptable and would impair the serviceability of the new piping system.
 - 1. Sags documented as part of the pre-video inspection shall not be subject to above repair.
- D. Correction of failed HDPE pipe deemed unacceptable, as a result of the post video inspection, shall be the responsibility of the Contractor, at no extra cost to the District. Method of correction/repair shall be approved by the District.

END OF SECTION

HDPE SEWER PIPING

PART 1 GENERAL

1.01 DESCRIPTION

A. SCOPE

1. This material specification covers requirements of high density polyethylene (HDPE) pipe. Pipe service shall be for raw sewage, installed by the pipe bursting method.

1.02 RELATED SECTIONS

- A. For Pipe Bursting, refer to Section 33 01 30.23, Pipe Bursting.

1.03 QUALITY ASSURANCE

- A. REFERENCES. To the extent referenced in this specification section, the standards and documents listed below are included, and made a part of this specification. In the event of a conflict, the requirements of this specification section prevail. Unless otherwise specified, references to documents shall mean the latest published edition of the referenced document in effect at the bid date of the project.

1. ANSI/AWWA C906-07 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 63 In. (1,600 mm), for Water Distribution and Transmission
2. AWWA M55 Manual of Water Supply Practices, PE Pipe—Design and Installation
3. Plastics Pipe Institute, PPI www.plasticpipe.org
4. PPI Handbook of Polyethylene Pipe – 2009 (2nd Edition)
5. PPI TN-42 Recommended Minimum Training Guidelines for PE Pipe Butt Fusion Joining Operators for Municipal and Industrial Projects (2009)
6. ASTM F 714 Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
7. ASTM F 1055 Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and Tubing
8. ASTM F 1290 Standard Practice for Electrofusion Joining Polyolefin Pipe and Fittings
9. ASTM F 1412 Standard Specification for Polyolefin Pipe and Fittings for Corrosive Waste Drainage Systems
10. ASTM F 2164 Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure
11. ASTM F2206 Standard Specification for Fabricated Fittings of Butt-Fused Polyethylene (PE) Plastic Pipe, Fittings, Sheet Stock, Plate Stock, or Block Stock
12. ASTM D 2239 Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter
13. ASTM D 2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
14. ASTM F 2620 Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings

15. ASTM D 2774 Standard Practice for Underground Installation of Thermoplastic Pressure Piping
16. ASTM D 3261 Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
17. ASTM D 3350-08 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials

1.04 SUBMITTALS

Submit the following:

- A. Shop Drawings. Submit shop drawings, complete with material, grade, and class/SDR for all pipe, fittings, and couplings and for all joints, tie-ins, and appurtenances. Detailed catalog and engineering data sheets shall be submitted for all components, and a proposed schedule for delivering and installing the piping shall be included.
- B. Pipe wall calculations prepared by a California licensed Civil Engineer, verifying minimum pipe wall thickness based upon pulling load and forces anticipated for the pipe bursting method.
- C. Installation Plan. Per Section 33 01 30.23, Pipe Bursting.
- D. Certified test results for factory testing specified in Paragraph 1.05.A of this Section.

1.05 QUALITY ASSURANCE

- A. MANUFACTURER REQUIREMENTS
 1. HDPE pipe shall be tested at the extrusion facility for properties required to meet all applicable parameters as outlined in AWWA C906, and applicable sections of ASTM F714.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Handle pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2 using approved strapping and equipment rated for the loads encountered. Do not use chains, wire rope, forklifts or other methods or equipment that may gouge or damage the pipe or endanger persons or property. Field storage is to be in compliance with AWWA Manual of Practice M55 Chapter 7.
- B. If any gouges, scrapes, or other damage to the pipe results in loss of 10% of the pipe wall thickness, cut out that section or do not use.

1.07 WARRANTY

- A. The pipe shall be warranted for one year per the pipe supplier's standard terms.

PART 2 PRODUCTS

2.01 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

- A. Unless approved otherwise by the Engineer, pipe and fittings shall be minimum DR 11, Extra High Molecular Weight, High Density Polyethylene PE 4710, Cell Class PE445574C, per ASTM D3350.
 - 1. New 15" HDPE Pipe Installed by Pipe Bursting: Pipe interior diameter of HDPE pipe shall be equal to or greater than, the interior diameter of 15" PVC SDR 35 pipe. If the minimum diameter for HDPE cannot be achieved with 15" HDPE pipe, provide the next pipe diameter larger to achieve the minimum diameter, at no additional cost to City.
- B. Pipe shall be co-extruded using a melt homogenizing/plasticating extruder and appropriate die. The pipe and fittings materials shall meet the requirements for Type III, Class C, Category 5, Grade P34 material as described in ASTM D1248. Pipe and fittings shall be made in conformance with ASTM F714 and ASTM D3261 as modified for the specified material. The pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specification from the same raw material pipe.
- C. Acceptable manufacturers are those listed on the PPI website (http://plasticpipe.org/municipal_pipe/mi_members.html), or approved equal.

2.02 FITTINGS

- A. Butt Fusion Fittings - Fittings shall be made of HDPE material with a minimum material designation code of PE3608 and with a minimum Cell Classification as noted in Paragraph 2.01A. Butt Fusion Fittings shall meet the requirements of ASTM D3261. Molded and fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans. All fittings shall meet the requirements of AWWA C906.
- B. Markings for molded fittings shall comply with the requirements of ASTM D 3261. Fabricated fittings shall be marked in accordance with ASTM F 2206. Socket fittings shall meet ASTM D 2683.
- C. Electrofusion Fittings - Fittings shall be made of HDPE material with a minimum material designation code of PE 3608 and with a minimum Cell Classification as noted in 2B.01A. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055. Fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans. All electrofusion fittings shall be suitable for use as pressure conduits, and have nominal burst values of four times the Working Pressure Rating (WPR) of the fitting. Markings shall be according to ASTM F 1055.

2.03 PIPE COLOR

- 1. Black, white or light green.

2.04 TRACING WIRE

- A. Not required.

2.05 WARNING TAPE

- A. Not required.

PART 3 EXECUTION

3.01 JOINING METHODS

- A. Butt Fusion. Unless otherwise shown on the drawings, all HDPE pipe joints and fittings shall be joined by the butt fusion process thus making the pipeline restrained throughout. The pipe shall be joined by the butt fusion procedure outlined in ASTM F 2620 or PPI TR-33. All fusion joints shall be made in compliance with the pipe or fitting manufacturer's recommendations. Fusion joints shall be made by qualified fusion technicians per PPI TN-42.
- B. Electrofusion. Electrofusion joining shall be done in accordance with the manufacturers recommended procedure. Other sources of electrofusion joining information are ASTM F 1290 and PPI TN 34. The process of electrofusion requires an electric source , a transformer, commonly called an electrofusion box that has wire leads, a method to read electronically (by laser)or otherwise input the barcode of the fitting, and a fitting that is compatible with the type of electrofusion box used. The electrofusion box must be capable of reading and storing the input parameters and the fusion results for later download to a record file. Qualification of the fusion technician shall be demonstrated by evidence of electrofusion training within the past year on the equipment to be utilized for this project.
- C. Mechanical.
 - 1. Mechanical connection of HDPE to auxiliary equipment such as valves, pumps, and fittings shall use mechanical joint adapters and other devices in conformance with the PPI Handbook of Polyethylene Pipe, Chapter 9 and AWWA Manual of Practice M55, Chapter 6.
 - 2. Mechanical connections on small pipe under 3" are available to connect HDPE pipe to other HDPE pipe, or a fittings, or to a transition to another material. The use of stab-fit style couplings is allowed, along with the use of metallic couplings of brass and other materials. All mechanical and compression fittings shall be recommended by the manufacturer for domestic sewage service. When a compression type or mechanical type of coupling is used, the use of a rigid tubular insert stiffener inside the end of the pipe is recommended.
 - 3. Mechanical couplings that wrap around the pipe and act as saddles are made by several manufacturers specifically for HDPE pipe. All such saddles, tapping saddles, couplings, clamps etc. shall be recommended by the manufacturer as being designed for use with HDPE pipe at the pressure class provided.
 - 4. Mechanical coupling shall be made by qualified technicians. Qualification of the field technician shall be demonstrated by evidence of mechanical coupling training within the past year. This training shall be on the equipment and pipe components to be utilized for this project.

- D. Joint Recording - The critical parameters of each fusion joint, as required by the manufacturer and these specifications, shall be recorded either manually or by an electronic data logging device. All fusion joint data shall be included in the Fusion Technician's joint report.
- E. The specifier is referred to the list of manufactures as shown on the PPI website http://plasticpipe.org/municipal_pipe/mi_members.html.

3.02 INSTALLATION

- A. Below grade HDPE pipe, where specified, shall be installed by the pipe bursting method.

3.03 TESTING OF SEWER MAIN

- A. Perform the following tests in the presence of the Engineer. In the event of a failed test, correct all deficiencies and retest. The contractor is responsible for all costs associated with retesting following failed tests, and the Owner may deduct such costs from the payments due.
- B. Sewer Piping shall be tested as follows:
 - 1. Per Section 33 31 00, Sanitary Utility Sewerage Piping.

END OF SECTION

SECTION 33 31 00

SANITARY UTILITY SEWERAGE PIPING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish and install all PVC gravity sewer piping, fittings, pipe penetrations, and appurtenances shown and specified in accordance with the requirements of the Contract documents. The pipelines shall be complete with all necessary fittings, supports, anchors, connectors, testing, excavation, backfill, to provide a functional installation. Coordinate alignment and installation of all new and existing site utilities, including electrical, water, sewer, and others as shown on the plans. It shall be the Contractor's responsibility to coordinate alignments of utilities required as part of the Work, at no additional cost to the District.

1.02 RELATED SECTIONS

Section 31 23 33 – Trenching and Backfilling
Section 33 01 30.23 – Pipe Bursting
Section 33 11 00.19 HDPE Sewer Piping

1.03 SUBMITTALS

In accordance with Section 01 33 00, Submittal Procedures, submit the following:

- A. Manufacturer's Literature for pipe, couplings, fittings, linings, and other pipeline components.

PART 2 PRODUCTS

2.01 PVC SDR 35 PIPE

- A. Unless shown otherwise on the plans, all new gravity sewer main and laterals, shall be Polyvinyl Chloride plastic pipe (PVC) SDR 26, and shall conform to ASTM Designation D-3034-81.
 - 1. PVC pipe for sewer shall be green.
 - 2. Air test, video, mandrel test per specifications.

2.02 SEWER LATERAL COUPLINGS

- A. Sewer lateral couplings shall be suitable for the existing and new sewer lateral materials used.
- B. Fernco PVC flexible coupling, or approved equal.
 - 1. Provide stainless steel bands.
 - 2. Positive seal against infiltration and exfiltration.

PART 3 EXECUTION

3.01 TRENCH CONSTRUCTION:

- A. Comply with trench detail on the plans, and Section 31 23 33, Trenching and Backfilling.

3.02 PIPE LAYING

- A. Install to the grade and invert elevations shown on the plans. Allow on-site visual inspection by District's Representative of all piping prior to backfilling, upon request.
- B. Temporary Plugs: When, for any reason, pipe laying is discontinued for an hour or more, the open end of each line shall be closed with a close-fitting stopper.

3.03 TESTING FOR SANITARY SEWER SYSTEM PIPING

- A. Perform the following tests in the presence of the Engineer. All testing shall be completed prior to final paving. In the event of a failed test, correct all deficiencies and retest. The contractor is responsible for all costs associated with re-testing following failed tests, and the District may deduct such costs from the payments due. Additional bypassing costs as a result of failed tests and deficiencies shall be borne by the Contractor, and not additional compensation shall be provided therefor.
- B. Sanitary Sewer System Piping shall be tested as follows:
 - 1. Low pressure air testing
 - 2. Mandrel testing
 - 3. Video inspection.
- C. Follow mandrel testing procedures outlined in the County of San Luis Obispo Department of Public Works & Transportation 2014 Public Improvement Standards, available at:
 - 1. <http://www.slocounty.ca.gov/PW/DevServ/PublicImprovementStandards.htm>
- D. Video Inspection of sewer system. Prior to acceptance by District, newly constructed sewer mains and sewer laterals shall be video inspected. The video inspection shall be made on a new, high quality DVD in color and have a continuous display of date, time, and footage. The video inspection tape shall also include an audio description of the main being inspected (i.e. street/location and reach), wyes, laterals, manholes, and any unusual features such as misaligned joints, breaks, infiltration, standing water and the like.
 - 1. Video inspection shall be performed prior to acceptance but after the main is completely installed, the trench is backfilled and compacted, and the main has been flushed. Any section of main that is replaced or altered after the video inspection shall be re-inspected by video upon completion.
 - 2. Acceptance. In general, sewer mains shall be constructed to a continuous grade, and the DVD shall indicate this by showing an absence of ponded water.
 - 3. Submittal. DVDs along with a written log containing all of the features and distances shall be submitted to District for review. The DVD and written log shall become property of District upon submittal.

END OF SECTION

SECTION 33 39 13

SANITARY UTILITY SEWERAGE MANHOLES, FRAMES, AND COVERS

PART 1 GENERAL

1.1 The work under this Section includes providing all labor, materials, tools, and equipment necessary for furnishing and installing new manholes and manhole adjustments as shown on the drawings, and these specifications and details. This section shall also apply to sanitary sewer manholes. A detailed summary of specific Work requirements for each manhole are included at the end of this Section.

- A. Raising manhole frames and covers (existing)
- B. Replacing existing manhole frames and covers with new frames and covers
- C. Locating manhole covers.

1.2 REFERENCES

- A. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
- B. ASTM C531 -Standard Test Method for Linear Shrinkage and Coefficient Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
- C. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

1.3 SUBMITTALS. Comply with Section 01 33 00 - Submittal Procedures.

- A. Product Data: Submit product data, manhole covers and riser rings construction, features, configuration, dimensions, pre-cast concrete rings, mastic sealant, grouts, bollards, quick set mortars, specialized sealants, manhole inserts, manhole frame covers and frame-to-manhole seals and pour in place concrete.
- B. Product Data: Submit product data for manhole lining materials as specified in Part 2 of this Section.

PART 2 PRODUCTS

- A. All manhole frames and covers, riser rings, joint sealants, concrete, and other materials shall meet the respective requirements shown on the drawings.
 - 1. Where specified, manhole lining shall be per Section 09 97 00, Concrete and Masonry Coatings.
 - 2. Manhole covers shall be marked "SEWER" as indicated on the drawings.

PART 3 EXECUTION

3.1 GENERAL

- A. Protect in Place. Conduct all work in a manner so as not to damage existing manhole structures and components to remain. Remove existing manhole frames, covers and grout without damaging precast concrete riser sections or flat top reducers.
- B. Excavation and backfill shall be in accordance with Section 31 00 00 Earthwork. Backfill with select backfill unless shown otherwise on the drawings.
- C. Manholes shall be placed on a minimum of 12 inches of crushed gravel or aggregate base, compacted to 95 percent. Structure shall be placed level.
- D. Debris. Conduct all work in a manner to not allow debris into the existing manhole and sewer system. Include a description of means of controlling such debris in the Work Plan required in Section 01 11 00, Summary of Work.
- E. Install to elevations shown on the drawing. Lids and components shall measure and install to conform to top elevation specified without the need for further elevation adjustment. Locate and raise manholes to grade, as indicated in the Contract Documents. Unless otherwise specified, manhole adjust shall be per District standards.
- F. Installing Frame/Cover Locking Hardware. Prior to installation, confirm actual dimensions of frame/cover to confirm proper drilling depths, bolt lengths, and bolt hole patterns. Follow manufacturer's instructions for installation of hardware.
- G. In paved areas, the frame and lid shall be flush with the pavement, or as shown on the plans. In unpaved areas, the top of the frame and lid shall be 6 inches above the highest adjacent grade, unless shown otherwise on the plans.
- H. Pavement Restoration. Per Section 32 12 00, Flexible Paving.
- I. Seal all shaft joints and joints at base of manhole, per manufacturer's recommendations, to provide leak-proof seal.
- J. Perform leakage testing of sewer manholes in accordance with County of San Luis Obispo Public Works Standard 7.2.4.C, low pressure air testing. If groundwater is present within two feet below bottom of manhole base, test for leaking prior to terminating dewatering operations, such that entire manhole remains in non-submerged conditions during the leakage testing. After low pressure air testing, after cessation of dewatering operations, allow groundwater conditions to return to normal levels and observe wetwell for a minimum of 48 hours to check for possible joint leaks. County Public Works Standards can be found at the following website:
 - 1. <https://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Development-Services/Public-Improvement-Standards.aspx>

END OF SECTION

SECTION 40 71 63

SEWER MANHOLE INTERIOR MOUNT FLOW METERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Remote-read, sewer open channel flow metering based on Manning's equation, suitable for mounting inside sanitary sewer manholes, and including data transmission to a web-based system for data access.

1.02 SUBMITTALS

- A. Submit per Section 01 33 00, Submittal Procedures.
- B. Product Data: Manufacturer's cut sheets showing compliance with the requirements of this Section.
- C. Manufacturer's O&M Manuals, and installation instructions.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Store products indoors or in weather protected area until installation.
- B. Store in a cool, dry place.

1.04 WARRANTY

- A. Flow meter and data logger devices shall be warranted to be free of defects in workmanship and materials for a period of (1) year from shipment.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. SmartFLOE™ Smart-Cover, intrinsically safe remote sensor, or approved equal.

2.02 FLOW METERING DEVICE

- A. The system shall provide continuous, real time monitoring of wastewater flow in sewer manholes. The system shall have the capability of providing flow data as well as level data using a web-based software interface to access level and flow data.
- B. The data shall be acquired from remote monitoring sites (in manhole), via a low earth orbit satellite communication system and delivered to redundant, secure servers with 2048-bit encryption and where data is then accessed via the cloud on any web browser device. Other web-based data transmission is acceptable so long as the data is secure and equally reliable as the satellite communication system. Provide all details of alternative remote communications equipment for review and approval by the Engineer.

- C. The monitoring system type shall have active installations at more than 25 other public agencies in the United States, three of which shall be in California.
- D. The system remote field units shall measure/monitor water levels at a rate of at least 10 times per hour, report hourly unless there is an alarm, and have the ability to remotely and wirelessly change this rate. Alarms shall be reported, when sensing thresholds are exceeded, in nominal conditions, within 20 seconds of detection.
- E. The field sensing units shall be capable of surviving immersion in sewage water at depth of 6 feet for at least 30 minutes.
- F. The field sensing units shall be designed to be easily mount to manhole covers and to be easily installed to avoid confined space entry as defined by OSHA 1910.146.
- G. The field sensing units shall provide periodic health messages indicating the proper operating parameters of the field sensing unit.
- H. The system shall be stand-alone and require no additional sensors, communications, power, analysis, database storage, or user interface other than that provided intrinsically by the system itself.
- I. The system will contain a micro-electromechanical system (MEMS) device capable of detecting acceleration and tilt and detect and immediately alarm for the opening or closing of the hatch or manhole cover.
- J. Multiple sensors shall be supportable simultaneously by the system.
- K. Open channel flow non-contact measuring device, using Manning's equation to calculate flow in channel based on measured flow depth and known channel slope (input).
- L. Intrinsically safe, suitable for sanitary sewer flows, mounting in sanitary sewer manhole.
- M. Enclosure: IP68 and NEMA 6P waterproof rating.
- N. Operating temperature; 14° to 140° F
- O. Antenna. Low profile traffic rated (H20 wheel loading) reflector or round type.
 - 1. The antenna shall be mounted to the top of the manhole cover but may be mounted to other nearby structures within 15 feet.
 - 2. The mounting adhesive shall be a two-part acrylic adhesive suitable for structural bonding of metal parts.
 - 3. The antenna wire to connect to the system control box shall be fed through the manhole cover via a 3/8" drilled hole into the cover.
- P. Depth Measurement:
 - 1. Method: Ultrasonic
 - 2. Standard Operating Range (from transducer face to liquid interface): 3 to 81 inches.
 - 3. Accuracy: ($\pm$ 0.1 inches)

Q. Flow Measurement:

1. Ultrasonic sensor with the following performance:
 - a. Method: based on Manning's equation, with known channel slope provided by Owner.
 - b. Distance resolution shall be no less than 0.1".
 - c. Built-in algorithm to minimize false distance readings.
 - d. Dynamic ranges of: 4" to 79" or 11" to 220".
 - e. Fully potted and capable of withstanding 10G of force, and have an IP-68 rating.
 - f. Temperature compensated
 - g. Device shall be small enough in size and independent physically (from the control box) so as to allow positioning easily anywhere in a manhole.
 - h. Accuracy: $\pm 5\%$ under normal (non-surge) flow conditions, based on Owner-provided channel slope.

R. Enclosure

1. The enclosure shall be NEMA 4X rated, and shall be constructed of fiberglass, aluminum, or steel (stainless or otherwise).
2. The NEMA 4X enclosure shall contain the system control box, the power source (battery), and supporting electronics.
3. The NEMA 4X box shall provide a means to connect external sensor(s) to the system control box and make measurements of the environment inside and outside of the enclosure.
4. The NEMA 4X box shall be mountable on a variety of vertical and horizontal surfaces and include a helically polarized satellite antenna positioned to maximize exposure to the sky for satellite communications.

2.03 SUPPORT BRACKET

- A. The system control box and the power source (battery) shall be housed and secured in one of two basic configurations:
 1. two-part bracket system able to be mounted directly onto manhole covers for ease of installation and avoidance of confined space entry;
 2. Inside NEMA 4X enclosures containing the IP-68 system control box and power source.
- B. The bracket system shall be designed by the equipment manufacturer, be of sufficient strength to withstand all anticipated conditions including high corrosion resistance to sewer environment.
- C. The bracket shall be capable of mounting to the underside of a manhole cover via either a flat mounting to the underside or secured to an underside vein via an adapter, so as to avoid confined space entry by personnel.
- D. The bracket shall be secured to the manhole cover with at least two 316 stainless steel bolts.
- E. The bracket shall have a strain relief capable of securing the sensor cable.
- F. The bracket will be constructed from at least two pieces, each able to be easily separated for parts service and replacement.

2.04 DATA ACCESS, MANAGEMENT AND STORAGE

- A. The system shall have cloud storage (remote server) and access to data via a standard web browser. Alternatively, local software or APP is allowable so long as such software is PC and MAC compatible, suitable for use on desktop computers, laptop computers, Tablets/iPADs and Smart Phones with wi-fi and/or cellular telephone connection.
- B. There shall be access to data without restrictions or extra fees based on the number of users.
- C. The data shall be stored for an unlimited period of time.
- D. There shall be no limits on the amount of data being stored.
- E. There shall be no limits to the messages sent from each site to the user.
- F. The users shall be designated as one of at least three levels of access whereby the lowest level is a view-only function and where the mid-level has access to selected controls and where the highest level has full access to all user-controls.
- G. The data shall be accessible via any device using a user name and password for login.

2.05 POWER

- A. The system power source shall be self-contained and have a minimum operating life of two years.
- B. The power pack shall utilize the high power-density lithium thionyl chloride chemistry batteries, containing no heavy metals and safe for commercial disposal.
- C. The power pack shall have a connector for simple and easy replacement.
- D. The power pack shall be potted and meet IP-68 standards.
- E. The power pack shall contain electronics that provides isolation between cells and current limiting of the power pack to avoid: (a) shortened life because of one cell's failure; and (b) high current draw from any one cell.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that the equipment conditions are suitable for installation, and install in accordance with manufacturer's recommendations. Do not proceed with installation until condition deficiencies have been corrected.

3.02 FIELD VERIFICATION

- A. Field verify and test flow measurement equipment to verify flow accuracies stated. Perform testing in conjunction with manufacturer's representatives on site.

3.03 INSTALLATION

- A. In accordance with manufacturer's recommendations.
- B. The remote field unit shall be mounted directly onto the underside of the sewer manhole cover in order to avoid installation in a confined space as defined by OHSA 1910.146.
- C. For installation and maintenance, no physical penetrations of any kind shall be made to the manhole structure.
- D. The system shall not require any cutting or drilling into the street in order to mount the antenna.
- E. The system shall not require any drilling or cutting into the manhole structure for mounting the bracket.

END OF SECTION

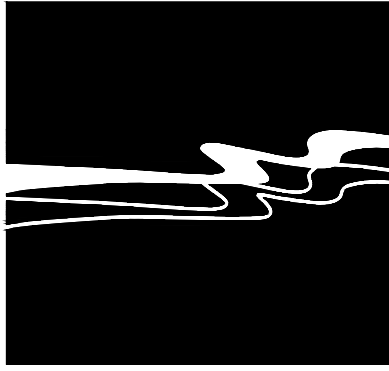


IMPROVEMENT PLANS
FOR
SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE

VOLUME II - PROJECT DRAWINGS

SHEET LIST TABLE		
SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1	C-1.0	COVER SHEET
2	C-2.0	GENERAL NOTES, ABBREVIATIONS, AND LEGEND
3	C-3.0	TOPOGRAPHIC SURVEY OF DEL MONTE BLVD.
4	C-4.0	DEL MONTE BLVD. Sta 10+00 to 14+00
5	C-4.1	DEL MONTE BLVD. Sta 14+00 to 19+00
6	C-4.2	DEL MONTE BLVD. Sta 19+00 to 24+00
7	C-4.3	DEL MONTE BLVD. Sta 24+00 to 29+00
8	C-4.4	DEL MONTE BLVD. Sta 29+00 to 34+00
9	C-4.5	DEL MONTE - AUTO CENTER PKWY. Sta 34+00 to 38+00
10	C-4.6	AUTO CENTER PKWY. Sta 38+00 to 42+47.93
11	C-4.7	TIOGA AVENUE Sta 10+00 to 14+40
12	C-4.8	TIOGA AVENUE Sta 14+40 to 18+86.17
13	C-5.0	STANDARD DETAILS
14	C-5.1	STANDARD DETAILS
15	C-5.2	STANDARD DETAILS

UTILITY CONTACTS		
AT&T	(831) 728-8637	
CALIFORNIA AMERICAN WATER	(831) 646-3253	
CITY OF SEASIDE	(831) 889-6885	
COMCAST	(707) 759-4070	
PG&E	(831) 648-3242	



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SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us



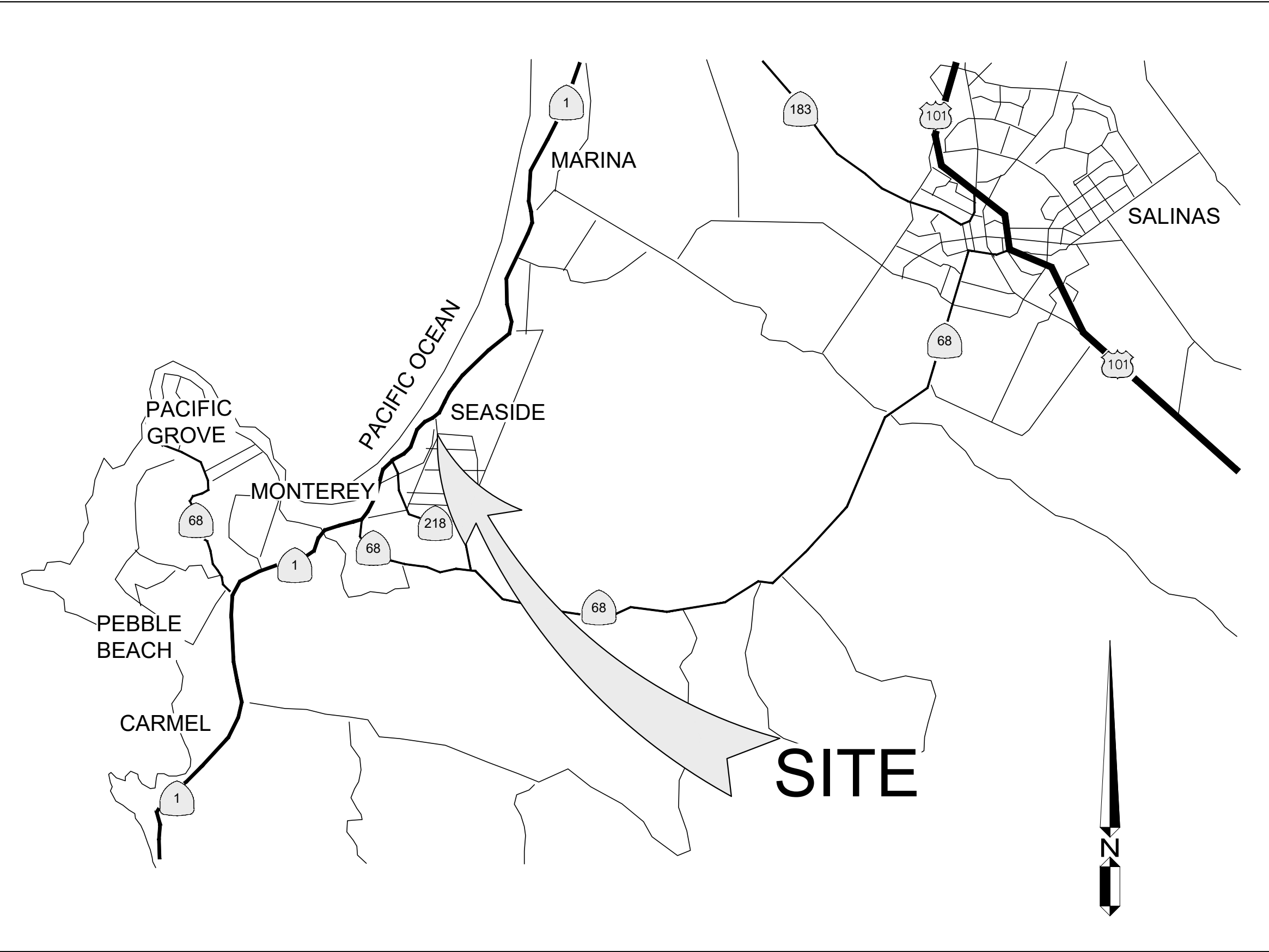
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01/17/2020
DATE SIGNED

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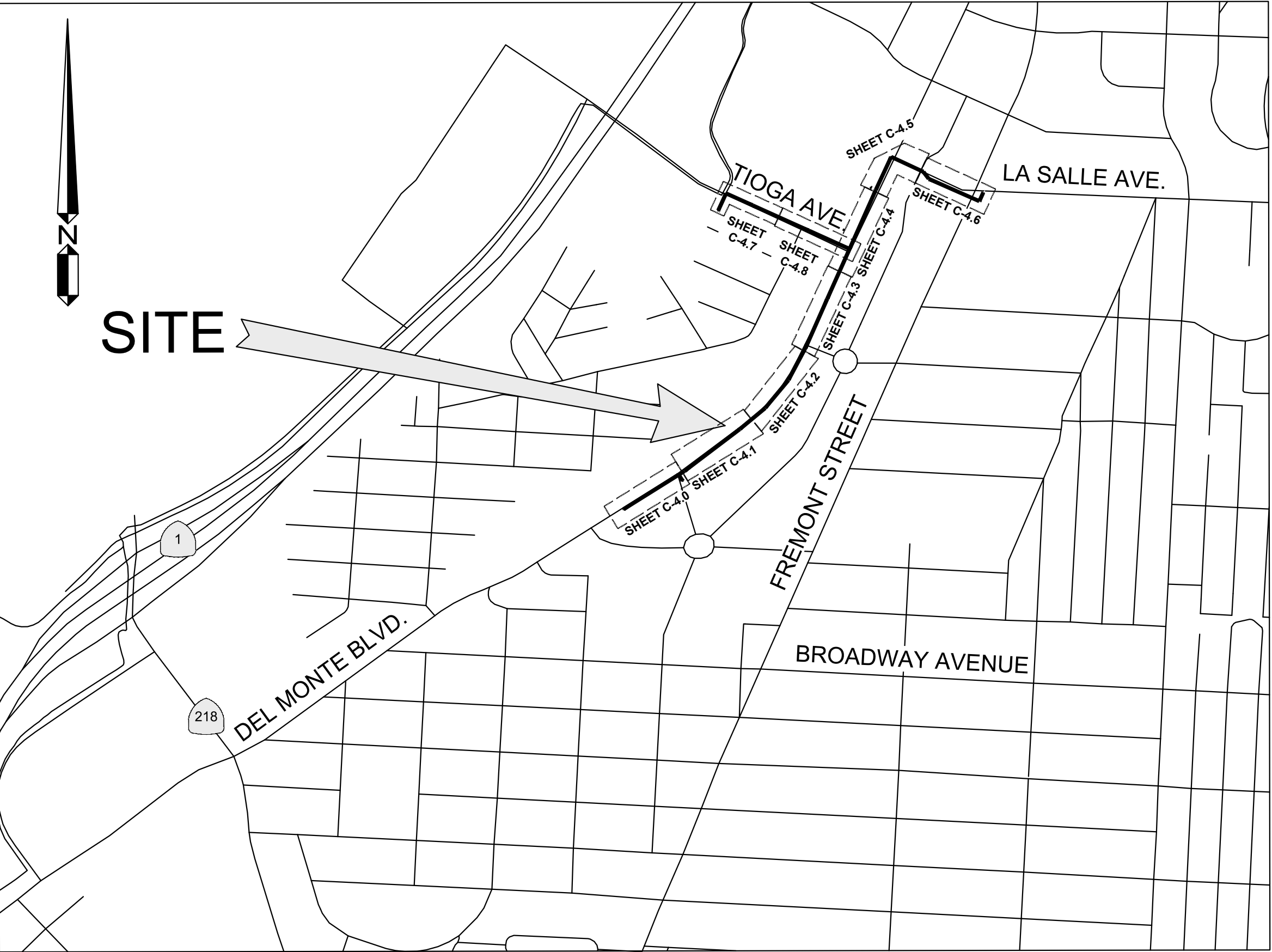
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440 HARCOURT AVE
SEASIDE, CA. 93955
(831) 899-6885



VICINITY MAP
NTS



LOCATION MAP
NTS

Scott Ottmar
SCOTT OTTMAR, RCE 80086
DISTRICT ENGINEER
SEASIDE COUNTY SANITATION DISTRICT
01/17/2020
DATE

Kari Wagner
KARI WAGNER, RCE 66026
PRINCIPAL / DIRECTOR OF WATER RESOURCES
WALLACE GROUP
01/17/2020
DATE

Rev.	Date	Description of Revisions	By

SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
COVER SHEET

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.
C-1.0
1 OF 15 SHEETS



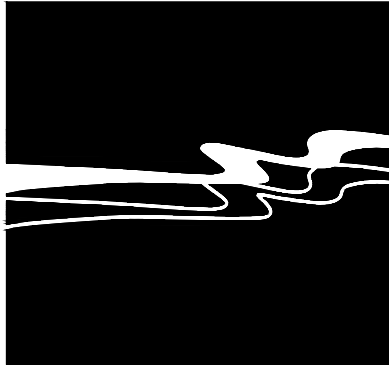
ABBREVIATIONS

AC	ASPHALTIC CONCRETE
ACP	ASBESTOS CEMENT PIPE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ARV	AIR RELEASE VALVE
ARV	AIR AND VACUUM (COMBINATION) VALVE
AVG	AVERAGE
BC	BEGIN CURVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BIA	BUREAU OF INDIAN AFFAIRS
BLDG	BUILDING
BM	BENCH MARK
BO	BLOW OFF
BV	BALL VALVE
C	CURB
CALTRANS	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
CAV	COMBINATION AIR VALVE
CATV	CABLE TELEVISION
CI	CAST IRON
CL	CENTERLINE
CL	CLASS
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CP	CATHODIC PROTECTION
CPLG	COUPLING
CY	CUBIC YARD
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
D/W	DRIVEWAY
EA	EACH
EC	END CURVE
ELE	ELEVATION
EP	EDGE OF PAVEMENT
EX OR EXST	EXISTING
EG	EXISTING GROUND
FCA	FLANGE COUPLING ADAPTOR
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FLG	FIRE LINE
FS	FINISH SURFACE
FT	FEET
G	GAS
GA	GAGE
GAL	GALLON
GALV	GALVANIZED
GB	GRADE BREAK
GPD	GALLONS PER DAY
GPM	GALLONS PER MINUTE
GV	GATE VALVE
HC	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
ID	INSIDE DIAMETER
IN	INCHES
INV	INVERT
JP	JOINT POLE
JT	JOINT UTILITY TRENCH
L	LENGTH
LAT	LATERAL
LF	LINEAR FEET
LP	LIGHT POLE
LT	LEFT
M	METER
MAG	MAGNAIL
MAX	MAXIMUM
MIN	MINIMUM
MISC	MISCELLANEOUS
MH	MANHOLE
N/A	NOT APPLICABLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
PCC	PORTLAND CEMENT CONCRETE
PH	POTHOLE (UTILITY WAS POTHOLED)
PIV	POST INDICATOR VALVE
POC	POINT OF CONNECTION
PRV	PRESSURE REGULATING VALVE
PSF	POUND PER SQUIRE FOOT
PSI	POUND PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
R	RADIUS
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
REQD	REQUIRED
RT	RIGHT
R/W	RIGHT OF WAY
RET WALL	RETAINING WALL
SS	SANITARY SEWER
SCH	SCHEDULE
SD	STORM DRAIN
SHT	SHEET
SPEC	SPECIFICATIONS
SSFM	SANITARY SEWER FORCE MAIN
STA	STATION
STD	STANDARD
STL	STEEL
SW	SIDEWALK
T	TELEPHONE
TB	THRUST BLOCK
TB	TOP OF BANK
TC	TOP OF CURB
TF	TOP OF FOOTING
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
TYP	TYPICAL
TW	TOP WALL
UTL	COMMON TRENCH UTILITIES
VAR	VARIES
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VIC	VICTAULIC COUPLING
VERT	VERTICAL
W	WATER
WF	WIDE FLANGE
WG	WALLACE GROUP
WL	WATER LINE
WM	WATER METER
WS	WATER SERVICE
WV	WATER VALVE
WWM	WELDED WIRE MESH
WW	WET WELL

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SEWER MANHOLE
		SEWER CLEANOUT
		SERVICE LATERAL (W=WATER, G=GAS, U=UTILITIES)
		SEWER LATERAL
		FIRE HYDRANT
		STORM DRAIN MANHOLE
		STORM DRAIN CATCH BASIN
		GATE VALVE
		SLOPE PERCENTAGE
		APPROXIMATE
		ABANDON UTILITY
		EDGE OF PAVEMENT
		WATER LINE
		SEWER FORCE MAIN
		GRAVITY SEWER LINE
		STORM DRAIN
		UNDERGROUND GAS LINE
		UNDERGROUND UTILITY LINE LOCATION
		UNDERGROUND ELECTRICAL LINE
		UNDERGROUND CABLE TELEVISION LINE
		UNDERGROUND TELEPHONE LINE
		RIGHT OF WAY
		EASEMENT
		CENTERLINE
		BARBED WIRE FENCE
		CHAIN LINK FENCE
		RETAINING WALL
		FLOWLINE
		LIGHT STANDARD
		AREA LIGHT
		STREET LIGHT
		ELECTRICAL BOX
		STREET LIGHT BOX
		WATER VALVE
		GAS VALVE
		GAS METER
		ELECTRIC METER
		WATER METER
		BOLLARD/SMALL POLE
		TELEPHONE MANHOLE
		FOUND MONUMENT AS DESCRIBED
		BRUSH LINE/DRIP LINE
		PALM TREE
		UNDERGROUND TELEPHONE PAINT MARK
		GAS PAINT MARK
		SANITARY SEWER PAINT MARK
		UNDERGROUND ELECTRIC PAINT MARK
		SET MONUMENT AS DESCRIBED
		STORM DRAIN PAINT MARK
		WATER PAINT MARK
		TREE WITH DIAMETER NOTED
		STORM DRAIN MANHOLE
		SANITARY SEWER MANHOLE

*NOTE: THIS IS A STANDARD SET OF ABBREVIATIONS. NOT ALL ABBREVIATIONS SHOWN WILL APPLY TO THIS WORK.



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01/17/2020

DATE SIGNED

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SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
GENERAL NOTES, ABBREVIATIONS, AND LEGEND

JOB #: 0876-0012-00

DESIGNERS: KEW/KEA

DRAWN BY: ASKJSW

DATE: 01/17/2020

DRAWING NO.

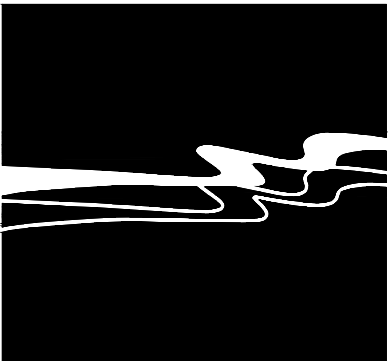
C-2.0

2 OF 15 SHEETS



Rev.	Date	Description of Revisions	By

SHEET LAYOUT AND SURVEY CONTROL



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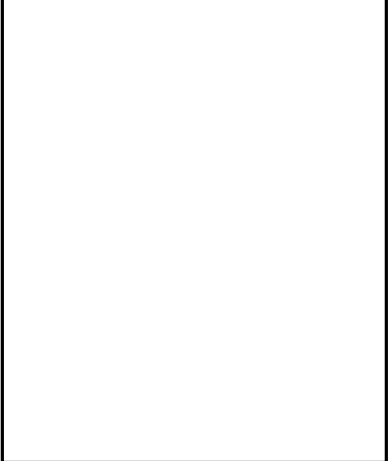
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SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

LICENSED LAND SURVEYOR
CLAYTON L. BRADSHAW
No. 8298
STATE OF CALIFORNIA

SIGNATURE
01/17/2020
DATE SIGNED

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SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
TOPOGRAPHIC SURVEY OF DEL MONTE BLVD.

JOB #: 0876-0012-00
DESIGNERS: CLB
DRAWN BY: JJC/ASK
DATE: 01/17/2020

DRAWING NO.
C-3.0
3 OF 15 SHEETS

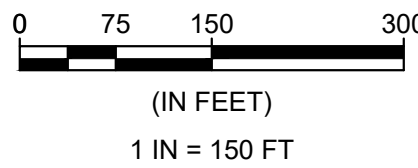


LEGEND

- △¹ SURVEY CONTROL POINT AND NUMBER
- ¹ FOUND MONUMENT AND NUMBER

SURVEY CONTROL POINTS				
PT. NO.	NORTHING	EASTING	ELEV.	DESC.
600	2,119,854.51	5,726,062.27	68.2	SET 5 RBR WG
602	2,120,024.05	5,727,917.42	37.6	SET MAG AND WASHER WG
603	2,119,909.75	5,727,201.50	39.7	SET MAG AND WASHER WG
604	2,118,978.64	5,726,751.89	37.7	SET MAG AND WASHER WG
605	2,118,327.23	5,726,224.53	25.1	SET MAG AND WASHER WG
606	2,118,039.08	5,725,686.08	19.7	SET MAG AND WASHER WG

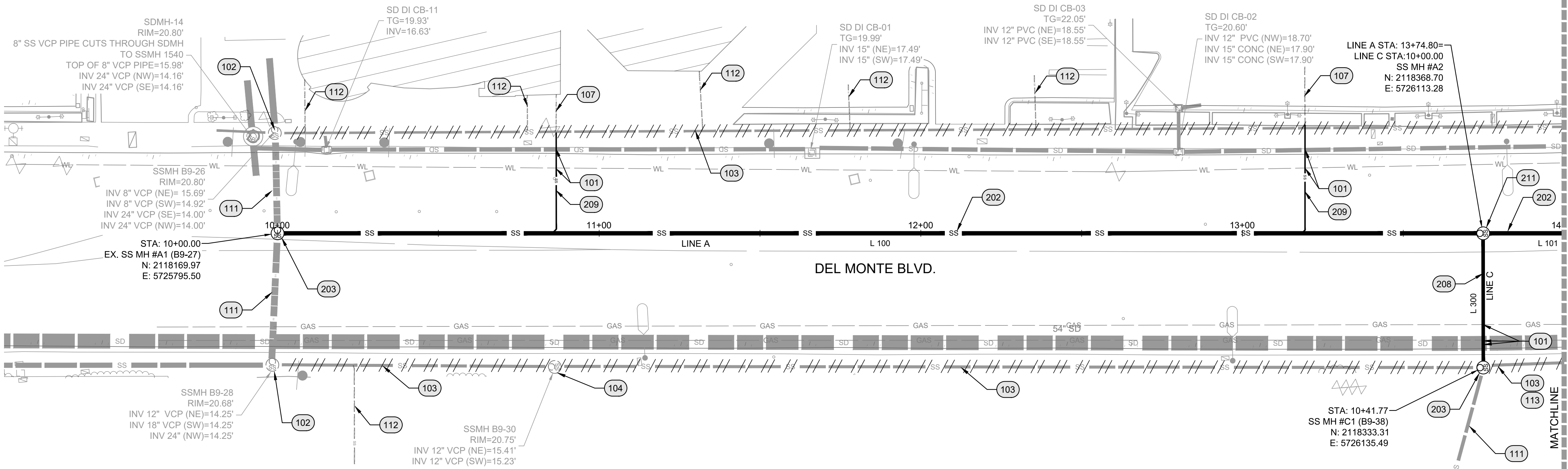
GRAPHIC SCALE



SURVEY NOTES

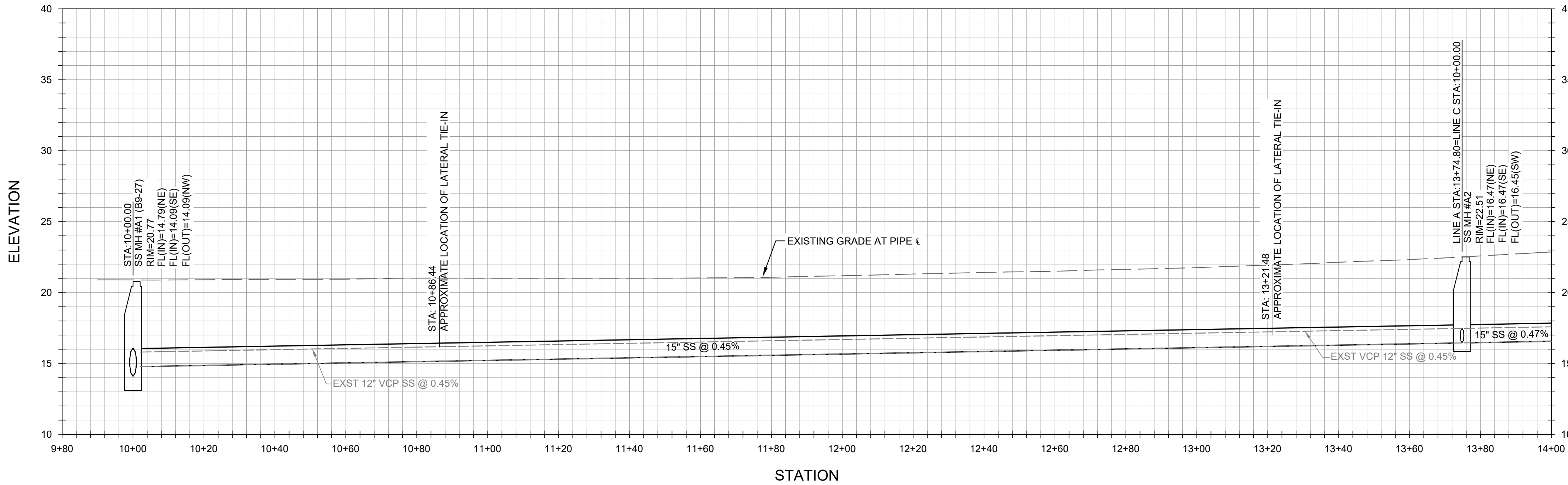
- THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, CORS ADJUSTMENT, 1998 (NAD83), EPOCH DATE OF 1998.
- THE PROJECTION USED IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 4 PROJECTION. ALL COORDINATES PROVIDED ARE GRID COORDINATES.
- THIS SURVEY TIED TO 3 SANBORN MAP COMPANY, INC. (SANBORN 1935 JAMBOREE DR., SUITE100 COLORADO SPRINGS, CO, 80920) CONTROL POINTS FOR HORIZONTAL CONTROL AS SHOWN IN THE DOCUMENT ENTITLED "AMBAG, CALIFORNIA JUNE 2003 GPS SURVEY FINAL REPORT VOLUME 2". THOSE THREE POINTS ARE AS FOLLOWS: "215" HAVING A PUBLISHED POSITION OF: NORTHING 2116216.69', EASTING 5732720.33' AND "224", HAVING A PUBLISHED POSITION OF: NORTHING 2121433.91', EASTING 5728062.47' AND "226" HAVING A PUBLISHED POSITION OF: NORTHING 2116928.44', EASTING 5722130.70'. THE RESULTING BEARING FROM "215" TO "224" BEING: N 41°45'29" W. THE BEARINGS SHOWN HEREON ARE REFERENCED TO CCS83, ZONE 4 GRID NORTH.
- ALL MEASUREMENTS LISTED, SHOWN AND REPRESENTED HEREON ARE BASED ON GRID DISTANCES OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 4 PROJECTION. THE COMBINED SCALE FACTOR FOR THE PROJECT IS 0.999940783. THIS SCALE FACTOR WAS CALCULATED USING AN ELEVATION OF 37.66 FEET FOR PT. NO. 604. DIVIDE THE DISTANCES HEREON BY THE COMBINED SCALE FACTOR TO OBTAIN GROUND DISTANCES. ALL DISTANCES SHOWN ARE U.S. SURVEY FEET.
- THE CONVERGENCE ANGLE IS: -1°41'50.77" AT PT. NO. 604.
- THE ORTHOMETRIC HEIGHTS (ELEVATIONS) ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THIS SURVEY TIED TO THE POINT DESIGNATED AS PT. NO 215 AS FOUND IN AMBAG, CALIFORNIA JUNE 2003 GPS SURVEY FINAL REPORT VOLUME 2.
- THE CONTOUR INTERVAL IS 1 FOOT.
- ORTHO PHOTOGRAPHY AND AERIAL MAPPING PRODUCED BY:
CENTRAL COAST AERIAL MAPPING, INC.
710 FIERO LANE #24
SAN LUIS OBISPO, CA 93401
PHONE: (805) 543-4307
PHOTOGRAPHY DATED: 06/27/2018
- UNDERGROUND UTILITY LOCATIONS ARE PLOTTED BASED ON ABOVE GROUND PAINT MARKS BY OTHERS. ABOVE GROUND SURFACE STRUCTURES. ACTUAL LOCATION MAY DIFFER. ADDITIONAL UNDERGROUND UTILITY LINES MAY EXIST. FOR INFORMATION REGARDING UTILITY LOCATION, SIZE, DEPTH, CONDITION, CONTRACTOR REQUIRED TO POTHOLE.
- UNDERGROUND PIPE SIZES ARE BASED ON VISUAL OBSERVATIONS MADE FROM THE SURFACE AND ARE APPROXIMATE.
- EASEMENTS AFFECTING THE PROPERTY SHOWN HEREON MAY EXIST. NO TITLE INFORMATION WAS PROVIDED. NO ATTEMPT HAS BEEN MADE TO PLOT EASEMENTS.
- THIS MAP REPRESENTS A SURVEY MADE BY CLAYTON BRADSHAW. PLS. AT THE REQUEST OF THE SEASIDE COUNTY SANITATION DISTRICT.

Rev.	Date	Description of Revisions	By

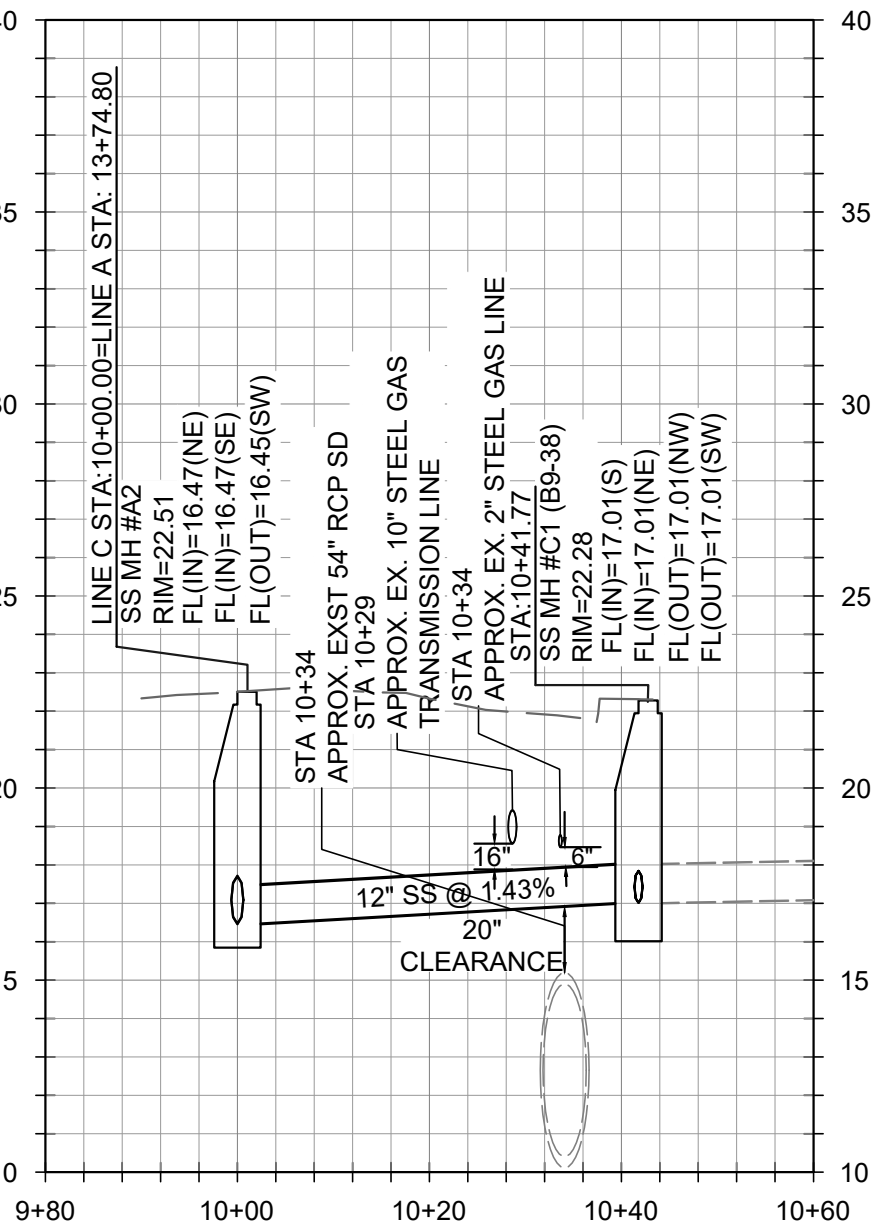


PLAN
SCALE: 1" = 20'

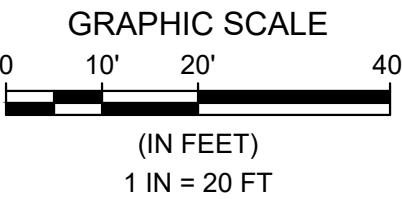
Line Table		
Line #	Length	Direction
L 100	374.80	N57°58'46"E
L 101	38.17	N57°58'46"E
L 300	41.77	S32°06'12"E



PROFILE- LINE A
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

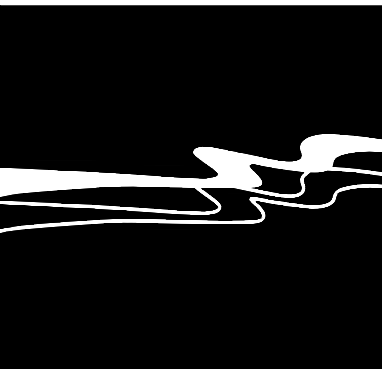


STATION
PROFILE- LINE C
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



REFERENCE NOTES:

	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
102	EXISTING SEWER MANHOLE TO REMAIN.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
104	EXISTING MANHOLE TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
111	EXISTING SEWER TO REMAIN.
112	APPROXIMATE LOCATION OF ABANDONED SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
113	CONTRACTOR TO CCTV EXISTING SEWER PIPE PRIOR TO ABANDONMENT.
202	REPLACE EXISTING SEWER PIPE WITH 15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. PREPARE SEWER BYPASS PLAN FOR APPROVAL BY ENGINEER. SEE SPECIFICATION SECTION 01 11 00, SUMMARY OF WORK. PIPE BURSTING TO BE CONSIDERED AS AN ALTERNATE METHOD TO TRENCHING. HDPE PIPE TO MATCH PROPOSED INNER DIAMETER. SEE SPECIFICATION SECTION 33 11 00.19, HDPE SEWER PIPING.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
208	12" SDR 26 PVC SEWER PIPE, TRENCH PER DETAIL G, DWG. C-5.1. EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE, TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.
209	
211	NEW SEWER MANHOLE PER DETAIL A, DWG C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.



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DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE BLVD. Sta 10+00 to 14+00

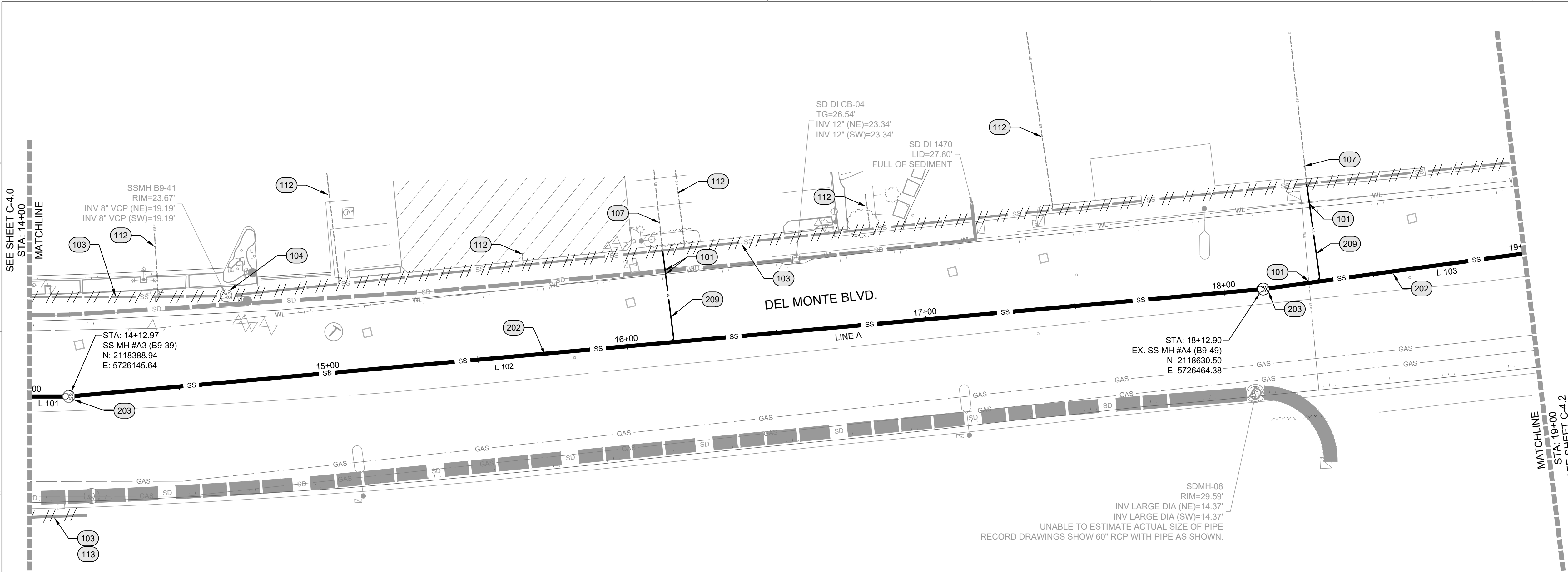
JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020

DRAWING NO.

C-4.0

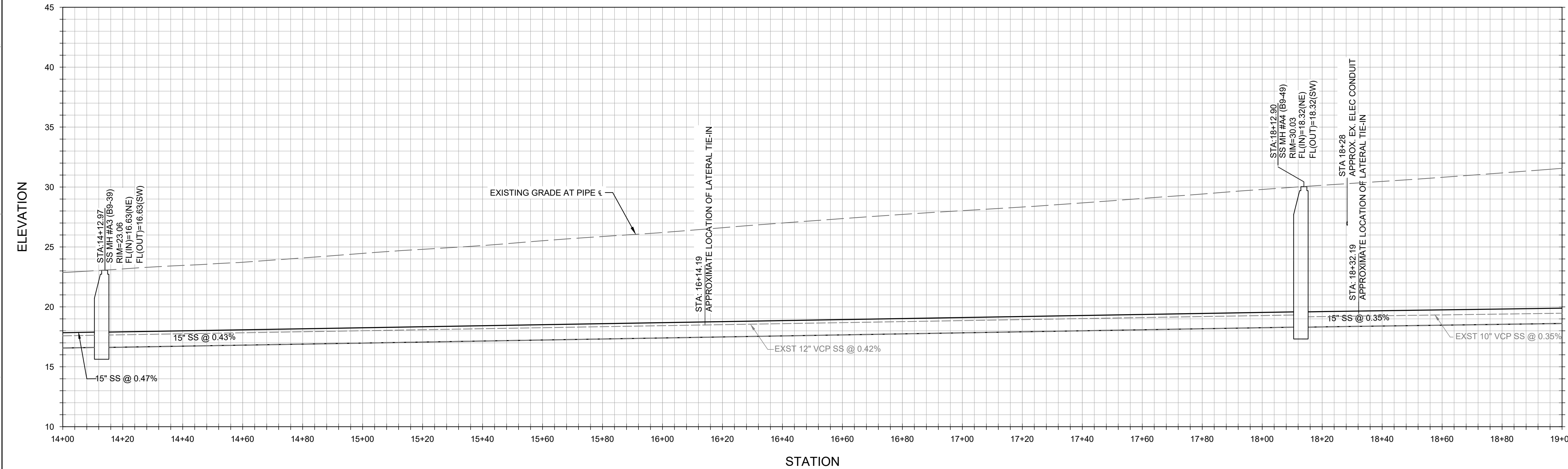
4 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



PLAN
SCALE: 1" = 20'

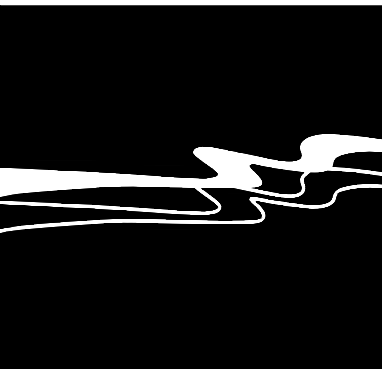
Line Table		
Line #	Length	Direction
L 101	38.17	N57°58'46"E
L 102	399.93	N52°50'30"E
L 103	188.83	N50°13'07"E



PROFILE- LINE A
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

REFERENCE NOTES:

	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION, CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
104	EXISTING MANHOLE TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
112	APPROXIMATE LOCATION OF ABANDONED SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
113	CONTRACTOR TO CCTV EXISTING SEWER PIPE PRIOR TO ABANDONMENT.
202	REPLACE EXISTING SEWER PIPE WITH 15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. PREPARE SEWER BYPASS PLAN FOR APPROVAL BY ENGINEER. SEE SPECIFICATION SECTION 01 11 00, SUMMARY OF WORK. PIPE BURSTING TO BE CONSIDERED AS AN ALTERNATE METHOD TO TRENCHING. HDPE PIPE TO MATCH PROPOSED INNER DIAMETER. SEE SPECIFICATION SECTION 33 11 00.19, HDPE SEWER PIPING.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0, SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.



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DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE BLVD. Sta 14+00 to 19+00

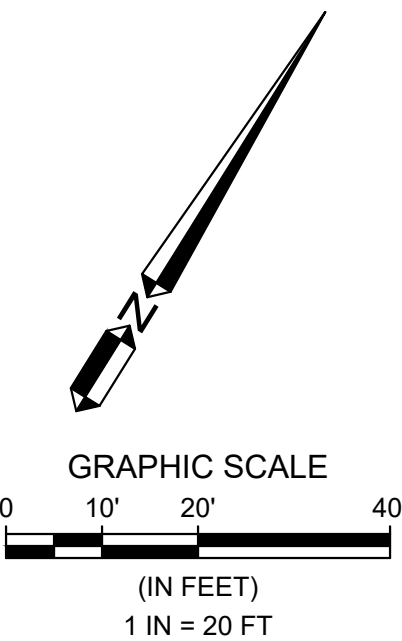
JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020

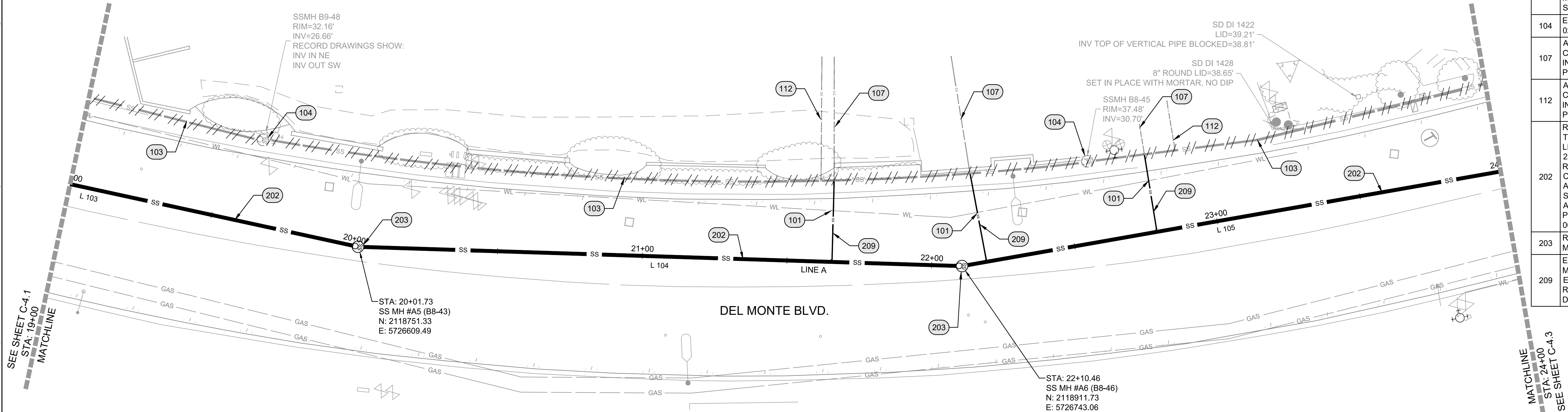
DRAWING NO.

C-4.1

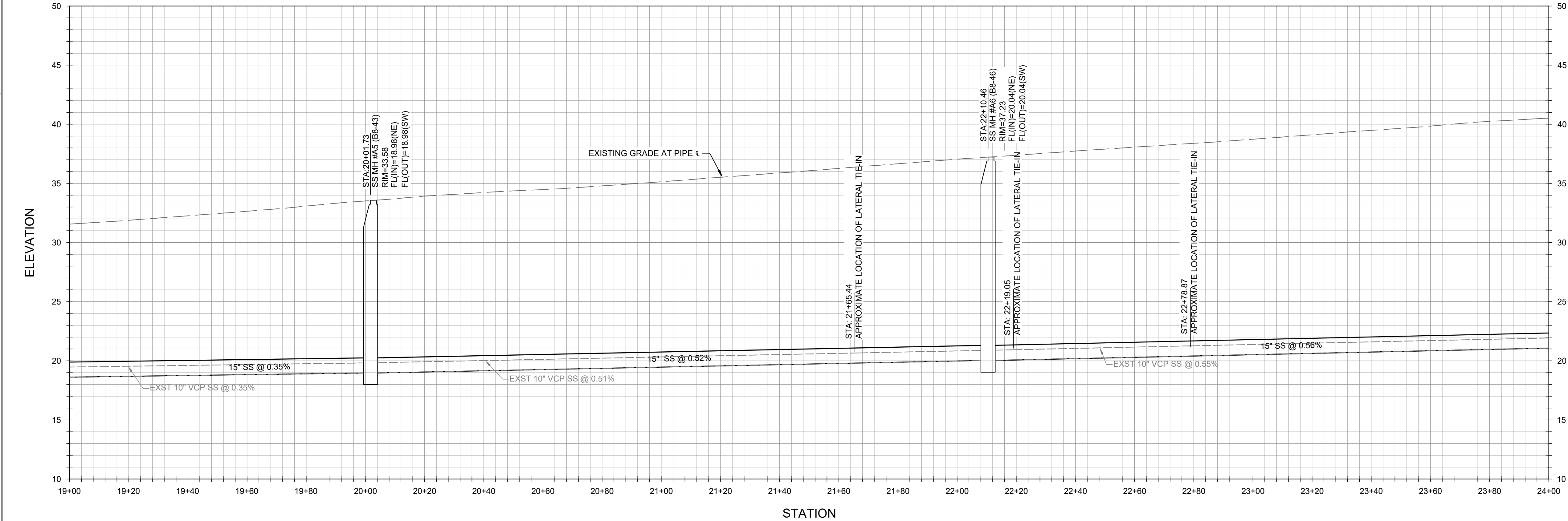
5 OF 15 SHEETS

Rev.	Date	Description of Revisions	By

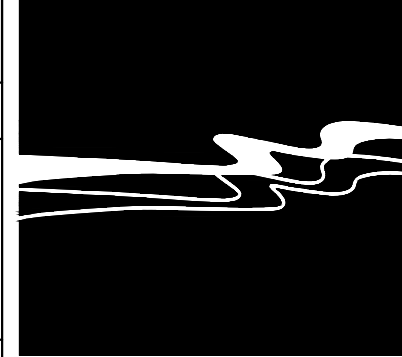




Line Table		
Line #	Length	Direction
L 103	188.83	N50°13'07"E
L 104	208.73	N39°47'06"E
L 105	205.15	N27°59'50"E



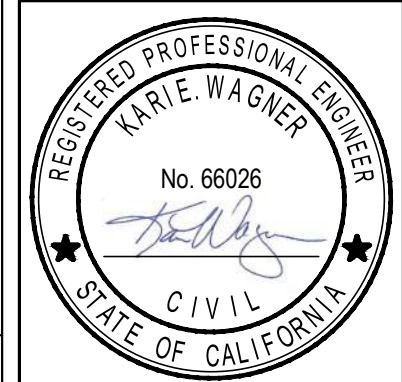
REFERENCE NOTES:	
DESCRIPTION	
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN). CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
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202	REPLACE EXISTING SEWER PIPE WITH 15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. PREPARE SEWER BYPASS PLAN FOR APPROVAL BY ENGINEER. SEE SPECIFICATION SECTION 01 11 00, SUMMARY OF WORK. PIPE BURSTING TO BE CONSIDERED AS AN ALTERNATE METHOD TO TRENCHING. HDPE PIPE TO MATCH PROPOSED INNER DIAMETER. SEE SPECIFICATION SECTION 33 11 00.19, HDPE SEWER PIPING.
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209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.



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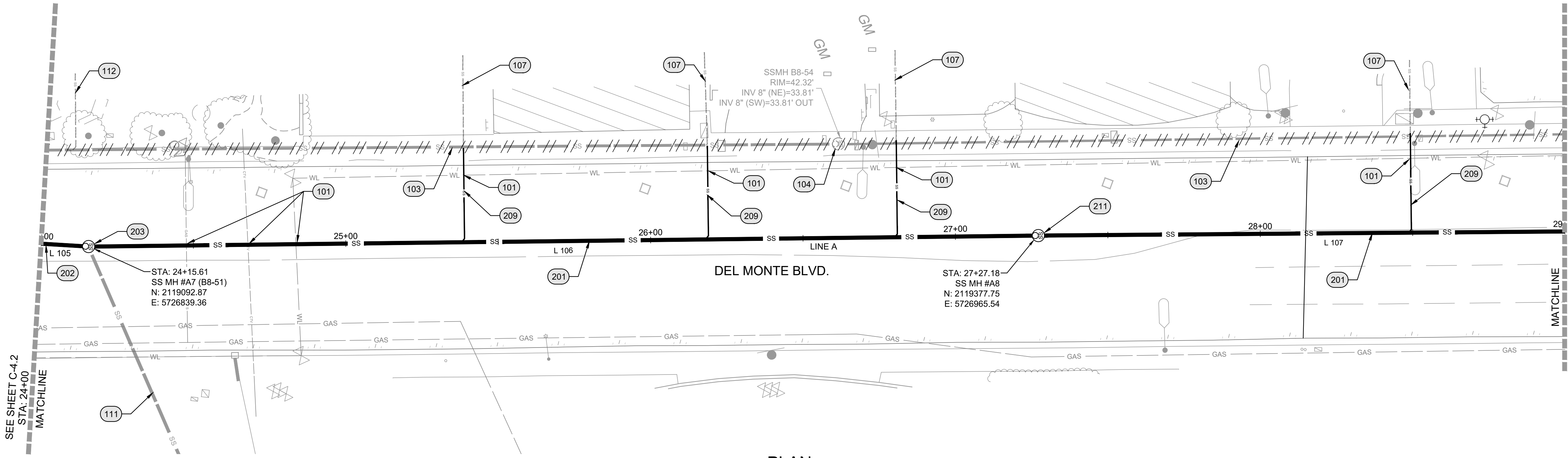


SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE BLVD. Sta 19+00 to 24+00

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020

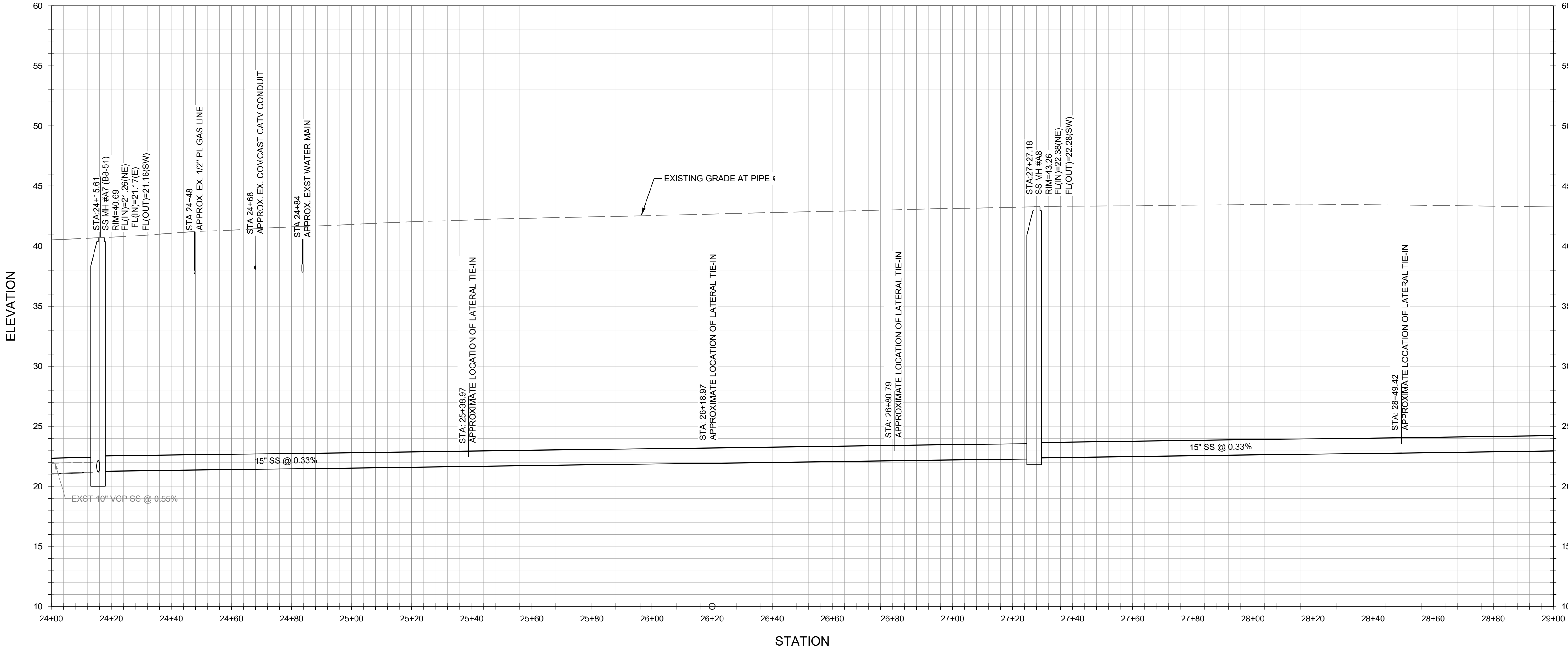
DRAWING NO.
C-4.2
6 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



PLAN
SCALE: 1" = 20'

Line Table		
Line #	Length	Direction
L 105	205.15	N27°59'50"E
L 106	311.57	N23°53'22"E
L 107	313.45	N24°06'09"E

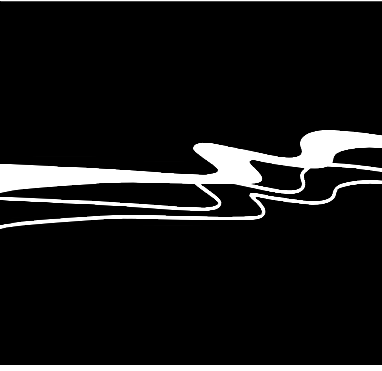


PROFILE- LINE A

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

REFERENCE NOTES:

	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN). CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
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104	EXISTING MANHOLE TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
111	EXISTING SEWER TO REMAIN.
112	APPROXIMATE LOCATION OF ABANDONED SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
201	15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS.
202	REPLACE EXISTING SEWER PIPE WITH 15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. PREPARE SEWER BYPASS PLAN FOR APPROVAL BY ENGINEER. SEE SPECIFICATION SECTION 01 11 00, SUMMARY OF WORK. PIPE BURSTING TO BE CONSIDERED AS AN ALTERNATE METHOD TO TRENCHING. HDPE PIPE TO MATCH PROPOSED INNER DIAMETER. SEE SPECIFICATION SECTION 33 11 00.19, HDPE SEWER PIPING.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.
211	NEW SEWER MANHOLE PER DETAIL A, DWG C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.



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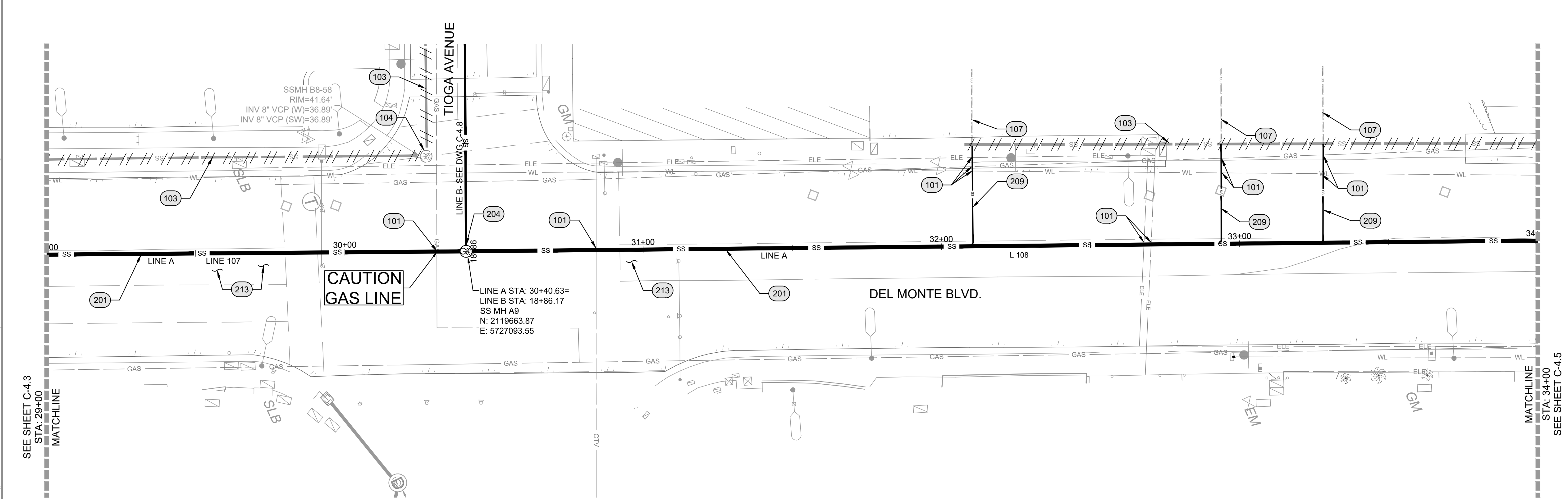
SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE BLVD. Sta 24+00 to 29+00

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.

C-4.3

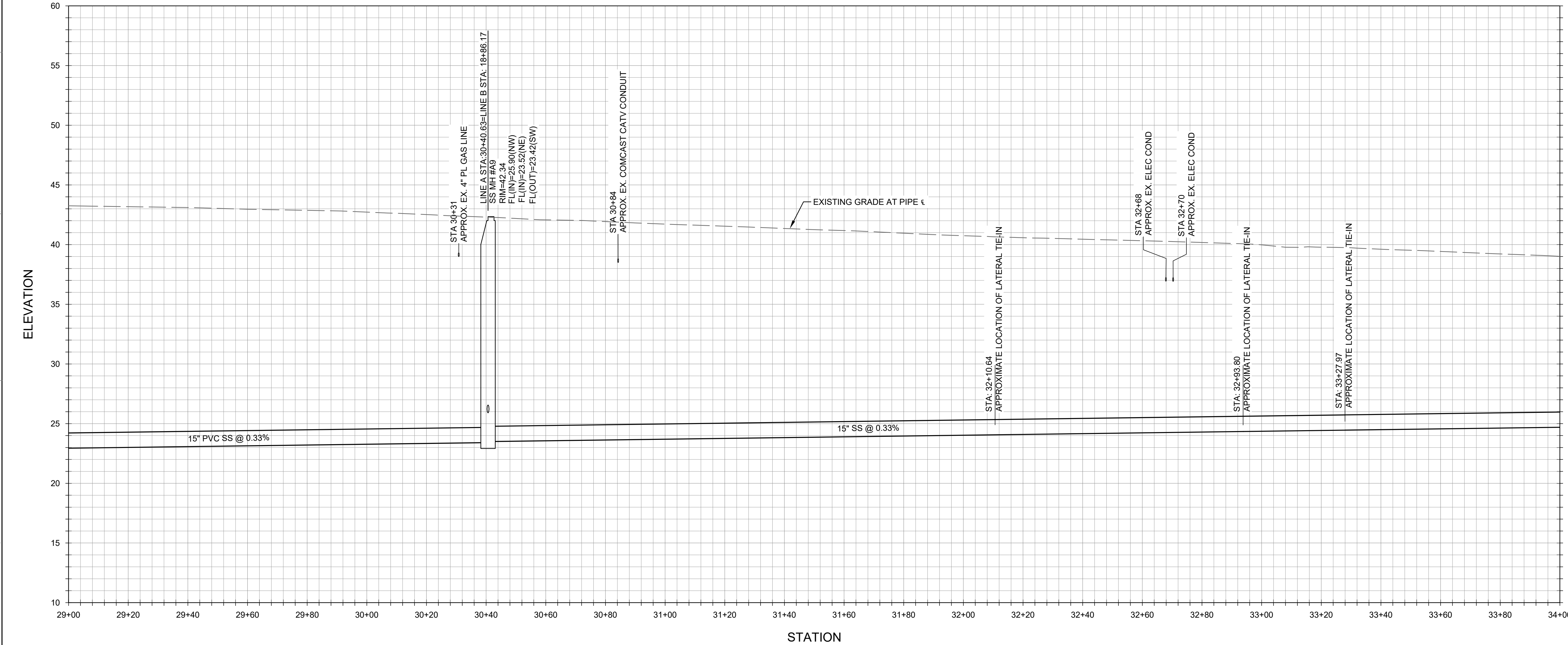
7 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



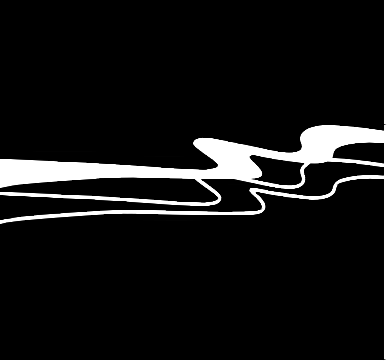
PLAN
SCALE: 1" = 20'

Line Table		
Line #	Length	Direction
L 107	313.45	N24°06'09"E
L 108	370.95	N23°58'35"E



PROFILE-LINE A
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

REFERENCE NOTES:	
	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION, CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
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107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION.
201	15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS.
204	NEW DROP MANHOLE PER DETAIL B, DWG. C-5.0, SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0. COAT MANHOLE PER SPECIFICATION SECTION 09 97 23, CONCRETE AND MASONRY COATINGS.
209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.
213	TRAFFIC LOOPS SHALL BE REPLACED PER SPECIFICATION SECTION 01 55 26, TRAFFIC CONTROL.



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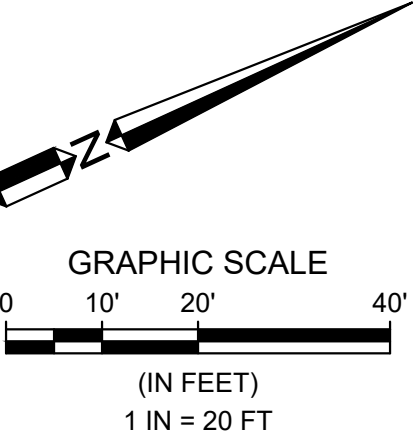


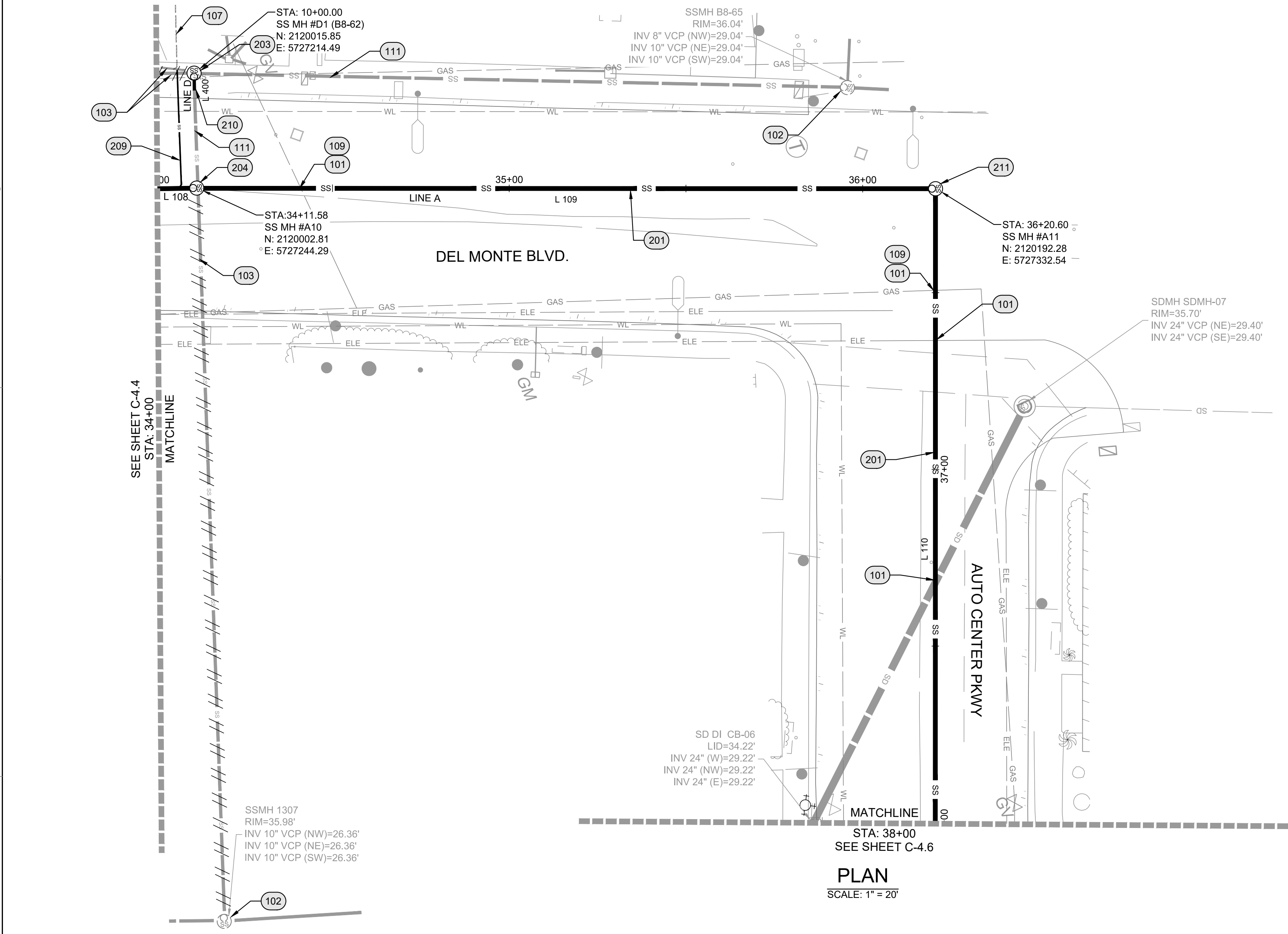
SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE BLVD. Sta 29+00 to 34+00

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.

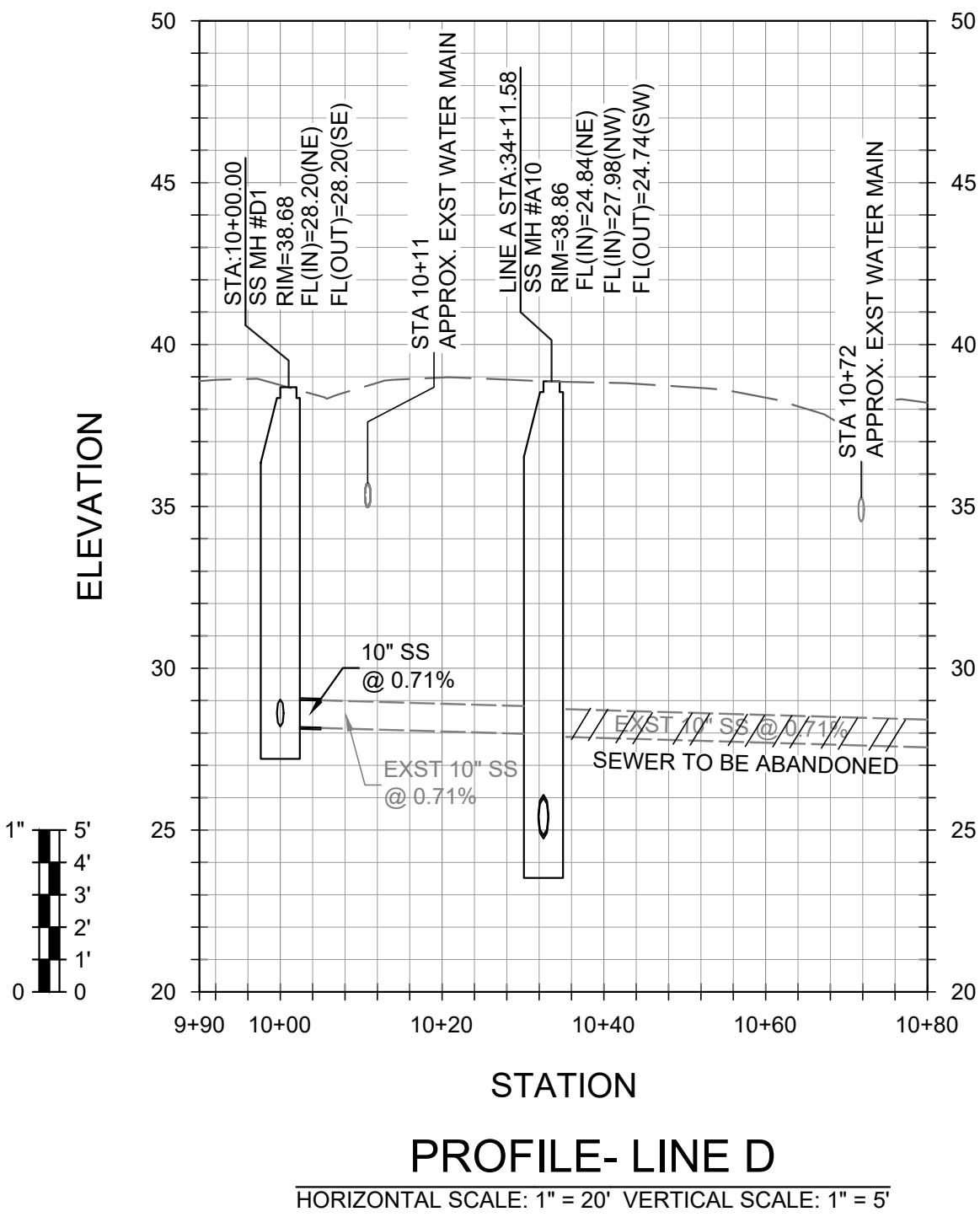
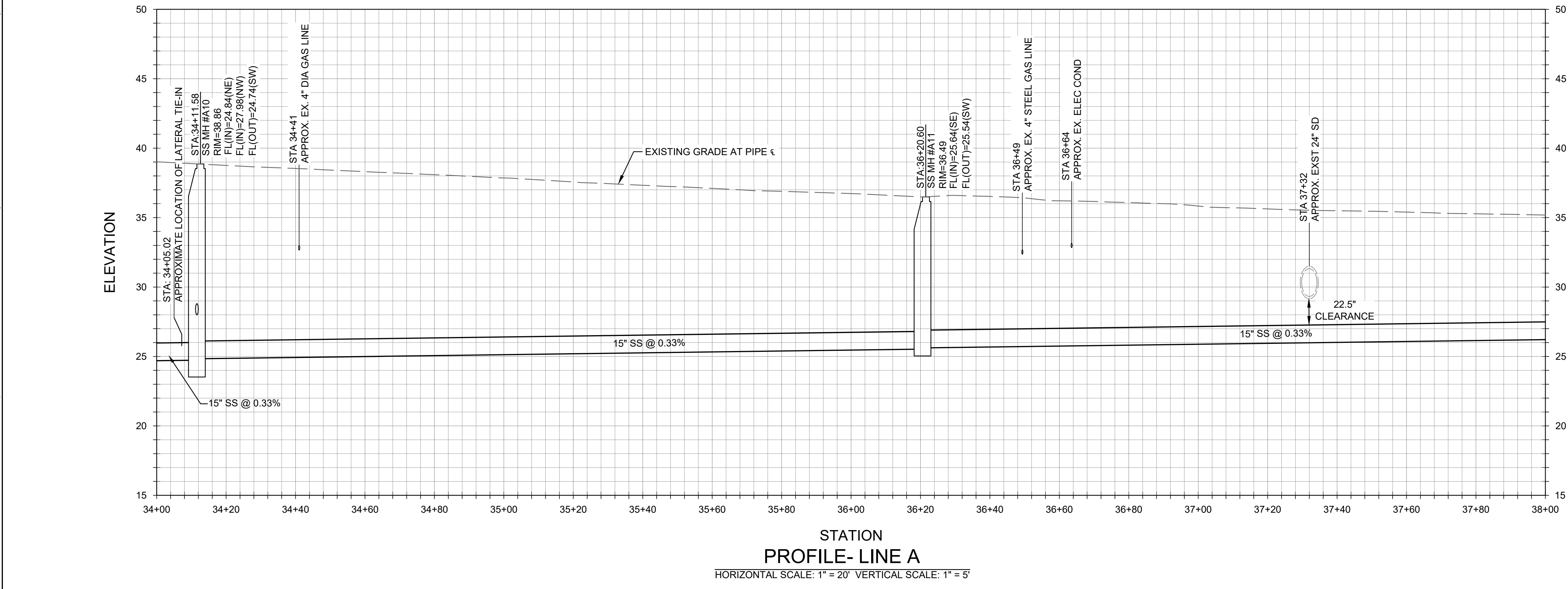
C-4.4
8 OF 15 SHEETS

Rev.	Date	Description of Revisions	By

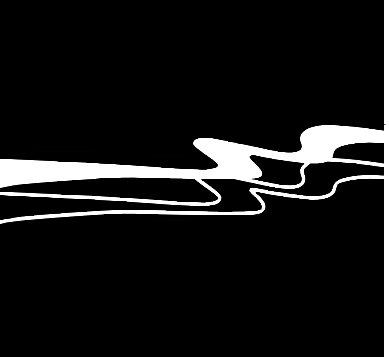




Line Table		
Line #	Length	Direction
L 108	370.95	N23°58'35"E
L 109	209.01	N24°58'32"E
L 110	203.83	S65°02'57"E
L 400	3.00	S66°28'59"E



REFERENCE NOTES:	
	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
102	EXISTING SEWER MANHOLE TO REMAIN.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
109	APPROXIMATE LOCATION, DEPTH, DIAMETER, MATERIAL AND TYPE OF PREVIOUSLY POTHOLED UTILITY. CONTRACTOR TO VERIFY.
111	EXISTING SEWER TO REMAIN.
201	15" SDR 26 PVC SEWER PIPE, TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
204	NEW DROP MANHOLE PER DETAIL B, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0. COAT MANHOLE PER SPECIFICATION SECTION 09 97 23, CONCRETE AND MASONRY COATINGS.
209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.
210	REPLACE APPROXIMATELY 3 FEET OF EXISTING CORRODED SEWER PIPE WITH 10" SDR 35 PVC SEWER PIPE. PROVIDE AND INSTALL FERRO 1002-1010 10" CLAY X 10" PVC COUPLING OR APPROVED EQUAL. COUPLING SHALL HAVE STAINLESS STEEL CLAMPS. SET BLOCK UNDERNEATH COUPLING PRIOR TO BACKFILLING. TRENCH PER DETAIL G, DWG. C-5.1.
211	NEW SEWER MANHOLE PER DETAIL A, DWG C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.



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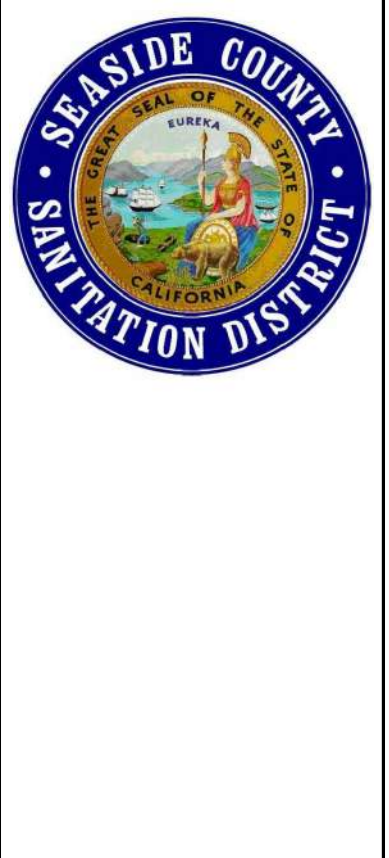
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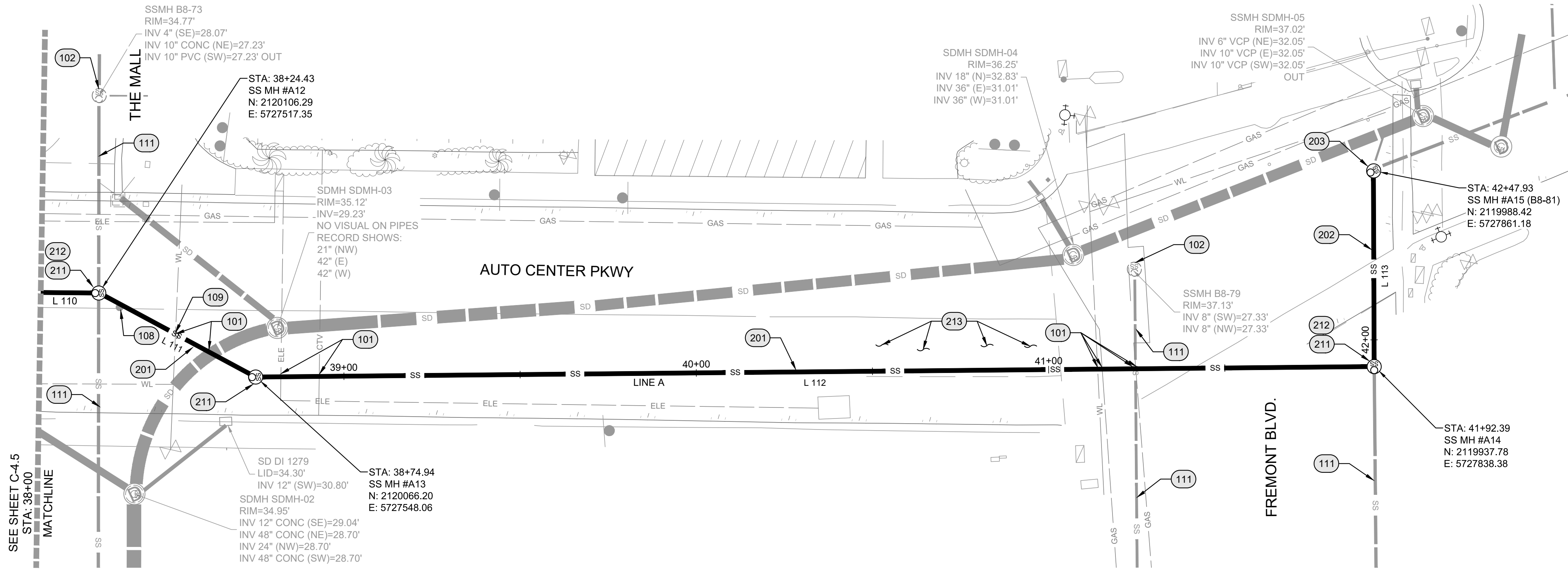
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SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
DEL MONTE - AUTO CENTER PKWY. Sta 34+00 to 38+00

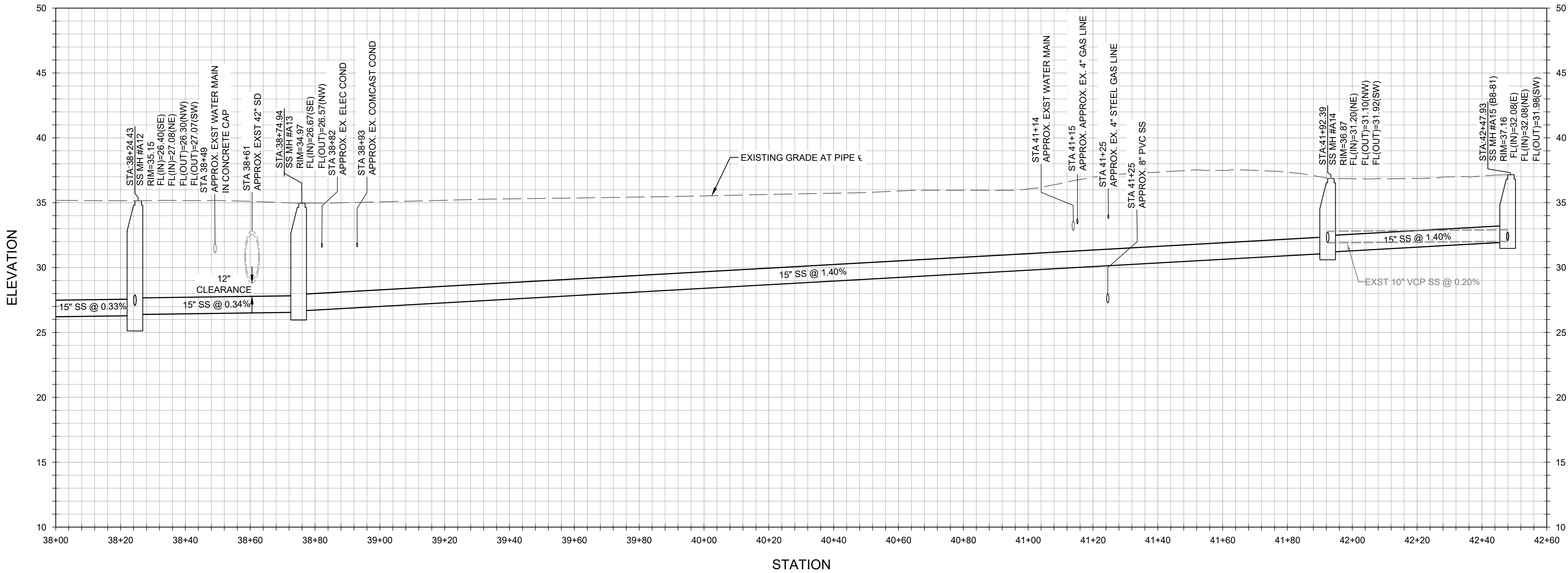
JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.
C-4.5
9 OF 15 SHEETS

Rev.	Date	Description of Revisions	By

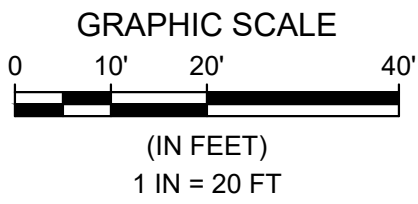


PLAN
SCALE: 1" = 20'

Line Table		
Line #	Length	Direction
L 110	203.83	S65°02'57"E
L 111	50.47	S37°30'19"E
L 112	317.46	S66°07'42"E
L 113	55.54	N24°14'05"E

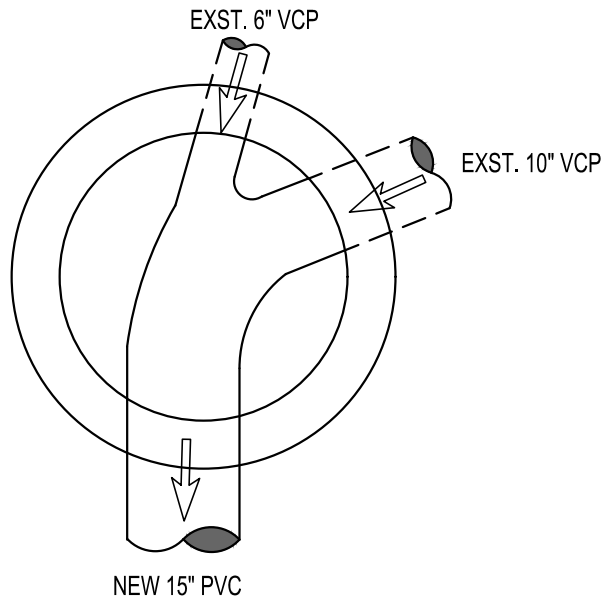


PROFILE- LINE A
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



REFERENCE NOTES:

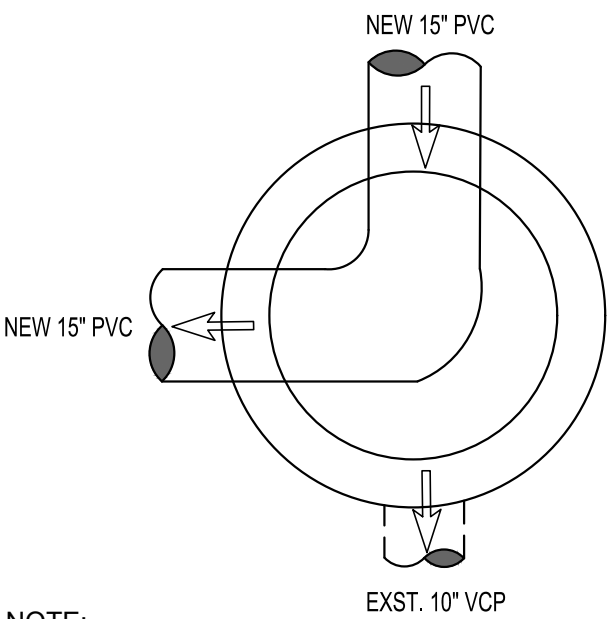
	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS. PRIOR TO CONSTRUCTION, CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
102	EXISTING SEWER MANHOLE TO REMAIN.
108	MONUMENT LOCATION TO BE PRESERVED AND PERPETUATED IN COMPLIANCE WITH STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE AND PROFESSIONAL LAND SURVEYOR'S ACT SECTION 8771. MONUMENT LOCATION TO BE RESET WITHIN A STANDARD MONUMENT WELL ACCORDING TO DETAIL I, DWG. C-5.1.
109	APPROXIMATE LOCATION, DEPTH, DIAMETER, MATERIAL AND TYPE OF PREVIOUSLY POTHOLED UTILITY. CONTRACTOR TO VERIFY.
111	EXISTING SEWER TO REMAIN.
201	15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS.
202	REPLACE EXISTING SEWER PIPE WITH 15" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER FROM LINE A STATION 10+00.00 TO 25+24.00 WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. PREPARE SEWER BYPASS PLAN FOR APPROVAL BY ENGINEER. SEE SPECIFICATION SECTION 01 11 00, SUMMARY OF WORK
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
211	NEW SEWER MANHOLE PER DETAIL A, DWG C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
212	PROVIDE AND INSTALL SEWER MANHOLE INTERIOR MOUNT FLOW METER PER SPECIFICATION SECTION 40 71 63.
213	TRAFFIC LOOPS SHALL BE REPLACED PER SPECIFICATION SECTION 01 55 26, TRAFFIC CONTROL.



- NOTE:
1. CHANNEL SHALL BE SMOOTH WITH NO SHARP ANGLES OR PROJECTIONS. RADI OF CURVED CHANNEL SHALL BE AS LARGE AS POSSIBLE. WHERE PRACTICAL, THE CURVE SHALL BE TANGENT TO THE CHANNEL WITH WHICH IT CONNECTS.

SS MH BASE #A15 (B8-81)

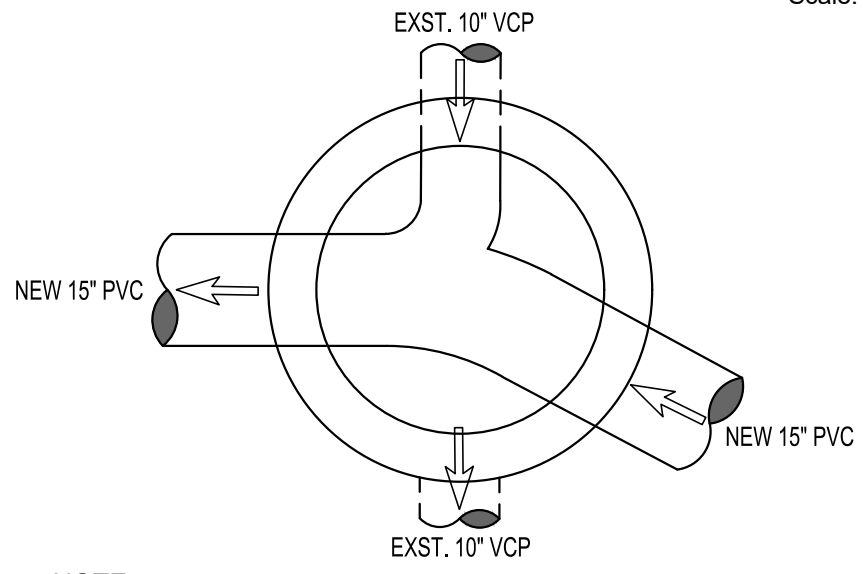
Scale: NTS



- NOTE:
1. CHANNEL SHALL BE SMOOTH WITH NO SHARP ANGLES OR PROJECTIONS. RADI OF CURVED CHANNEL SHALL BE AS LARGE AS POSSIBLE. WHERE PRACTICAL, THE CURVE SHALL BE TANGENT TO THE CHANNEL WITH WHICH IT CONNECTS.

SS MH BASE #A14

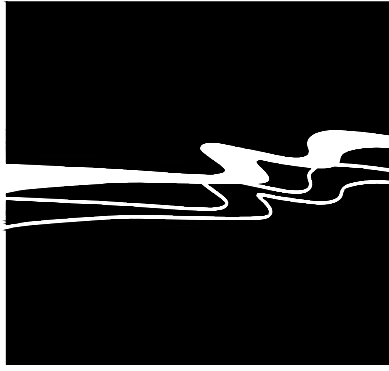
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- NOTE:
1. CHANNEL SHALL BE SMOOTH WITH NO SHARP ANGLES OR PROJECTIONS. RADI OF CURVED CHANNEL SHALL BE AS LARGE AS POSSIBLE. WHERE PRACTICAL, THE CURVE SHALL BE TANGENT TO THE CHANNEL WITH WHICH IT CONNECTS.

SS MH BASE #A12

Scale: NTS



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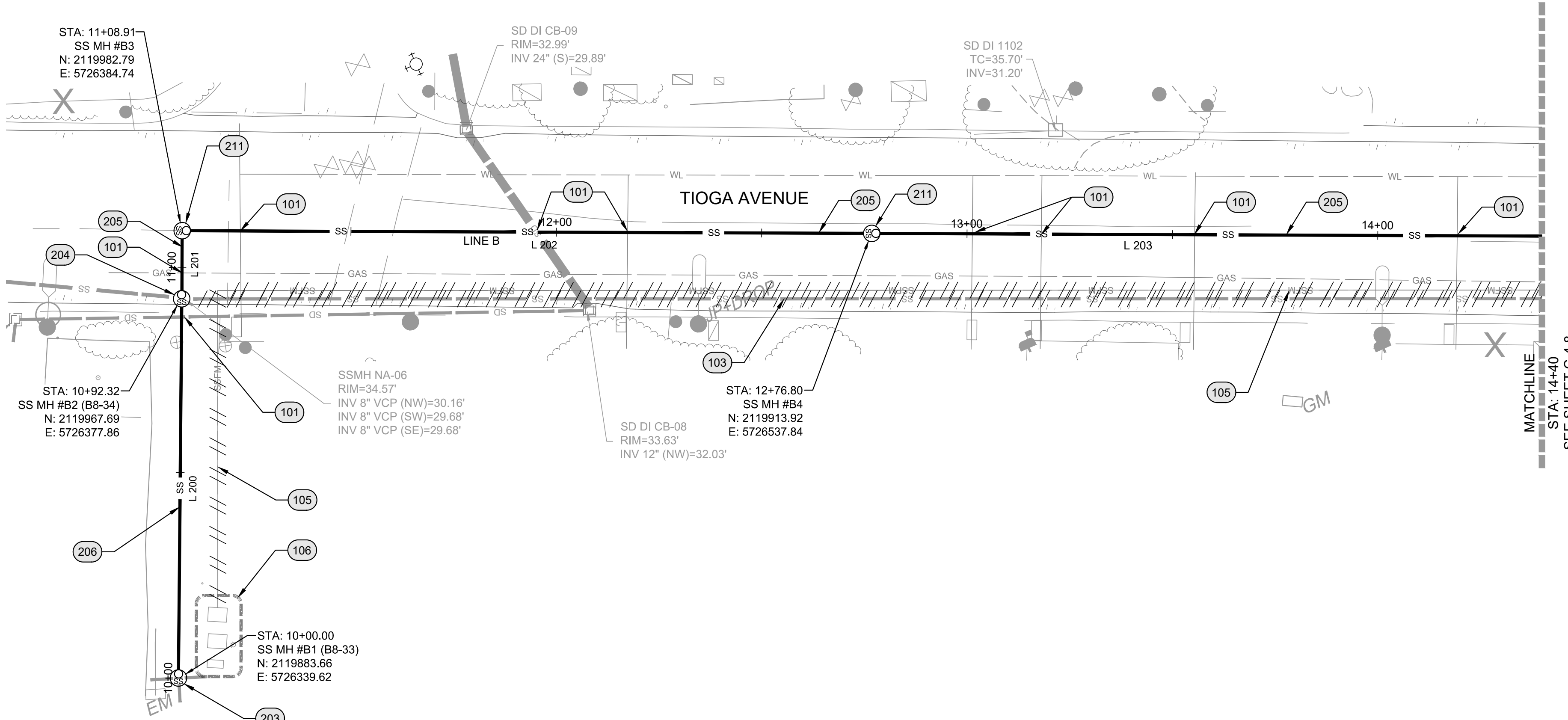
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SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
AUTO CENTER PKWY. Sta 38+00 to 42+47.93

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.

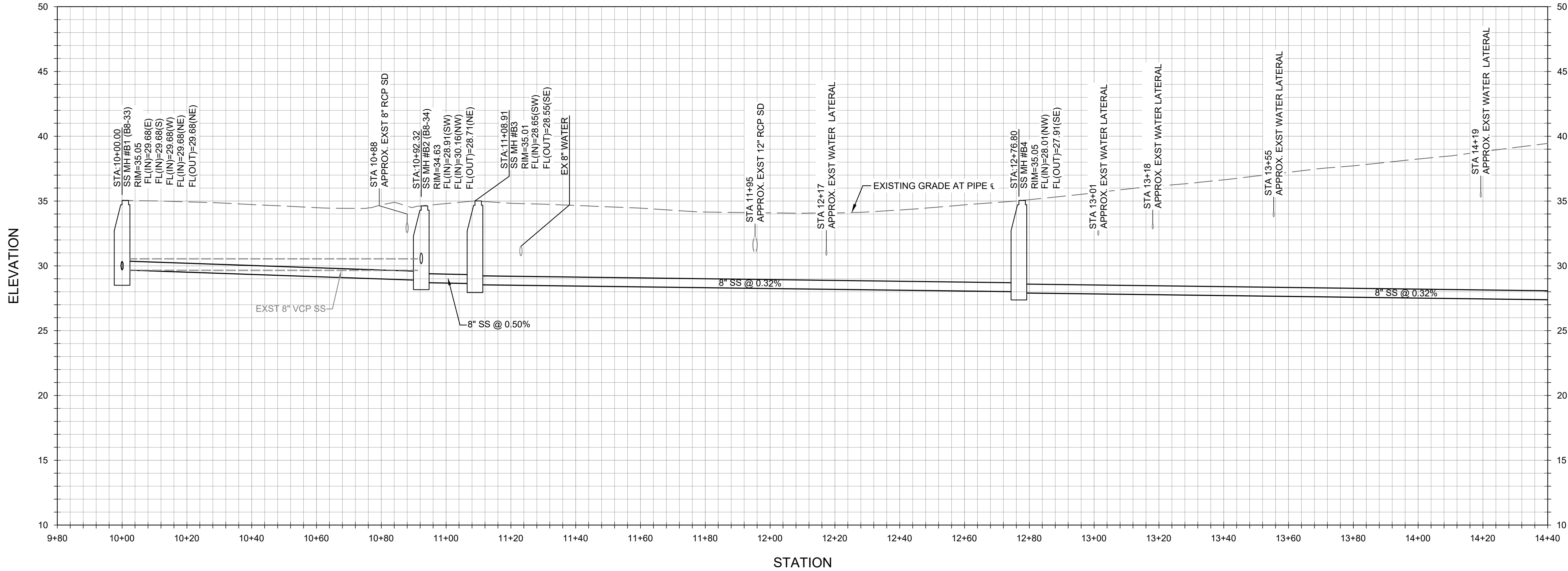
C-4.6
10 OF 15 SHEETS



PLAN

SCALE: 1" = 20'

Line Table		
Line #	Length	Direction
L 200	92.32	N24°28'24"E
L 201	16.59	N24°28'24"E
L 202	167.88	S65°46'49"E
L 203	354.88	S65°46'48"E

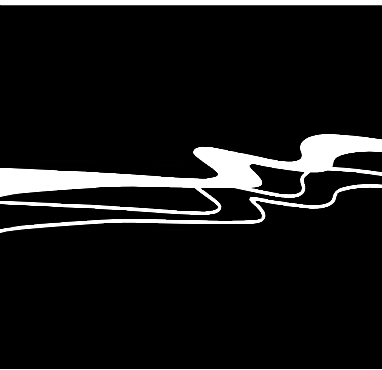


PROFILE- LINE B

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

REFERENCE NOTES:

	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN). CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
105	EXISTING SEWER FORCE MAIN TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
106	ABANDON LIFT STATION IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
204	NEW DROP MANHOLE PER DETAIL B, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0. COAT MANHOLE PER SPECIFICATION SECTION 09 97 23, CONCRETE AND MASONRY COATINGS.
205	8" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER ALONG LINE B WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. REPAIR CONCRETE CROSS GUTTER TO NEAREST JOINT ON BOTH SIDES OF TRENCH PER DETAIL L, DWG. C-5.2.
206	REPLACE EXISTING SEWER PIPE WITH 8" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. RECONNECT ALL EXISTING SEWER LATERALS PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
211	NEW SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.



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SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
TIOGA AVENUE Sta 10+00 to 14+40

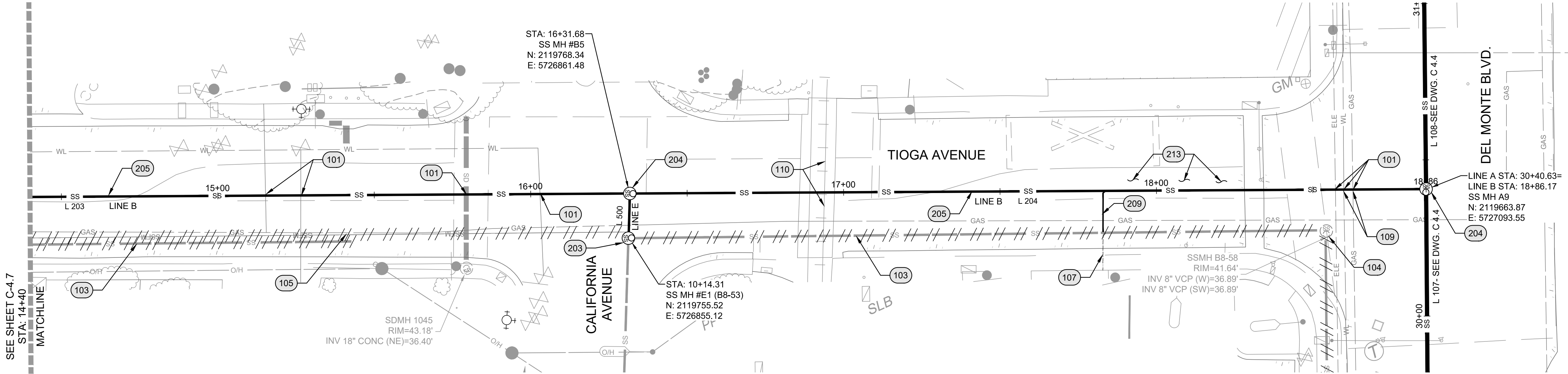
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DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020

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C-4.7

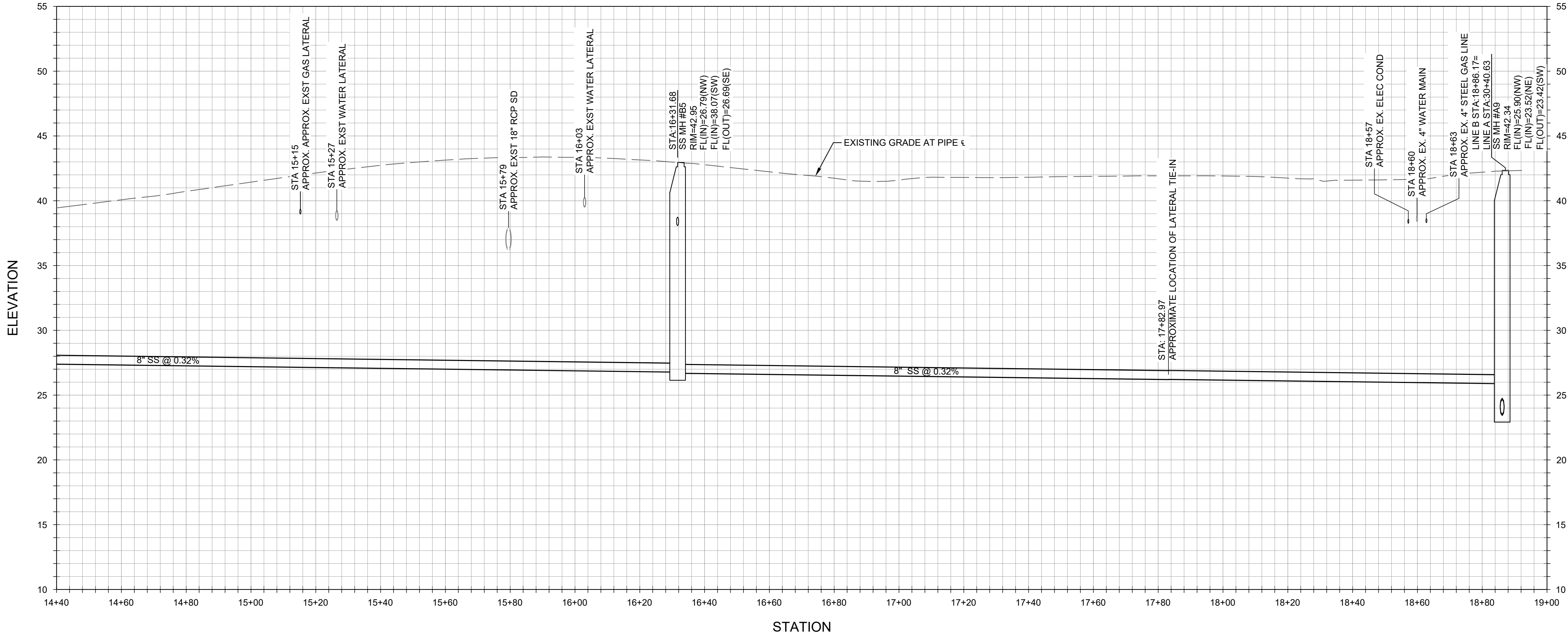
11 OF 15 SHEETS

Rev.	Date	Description of Revisions	By

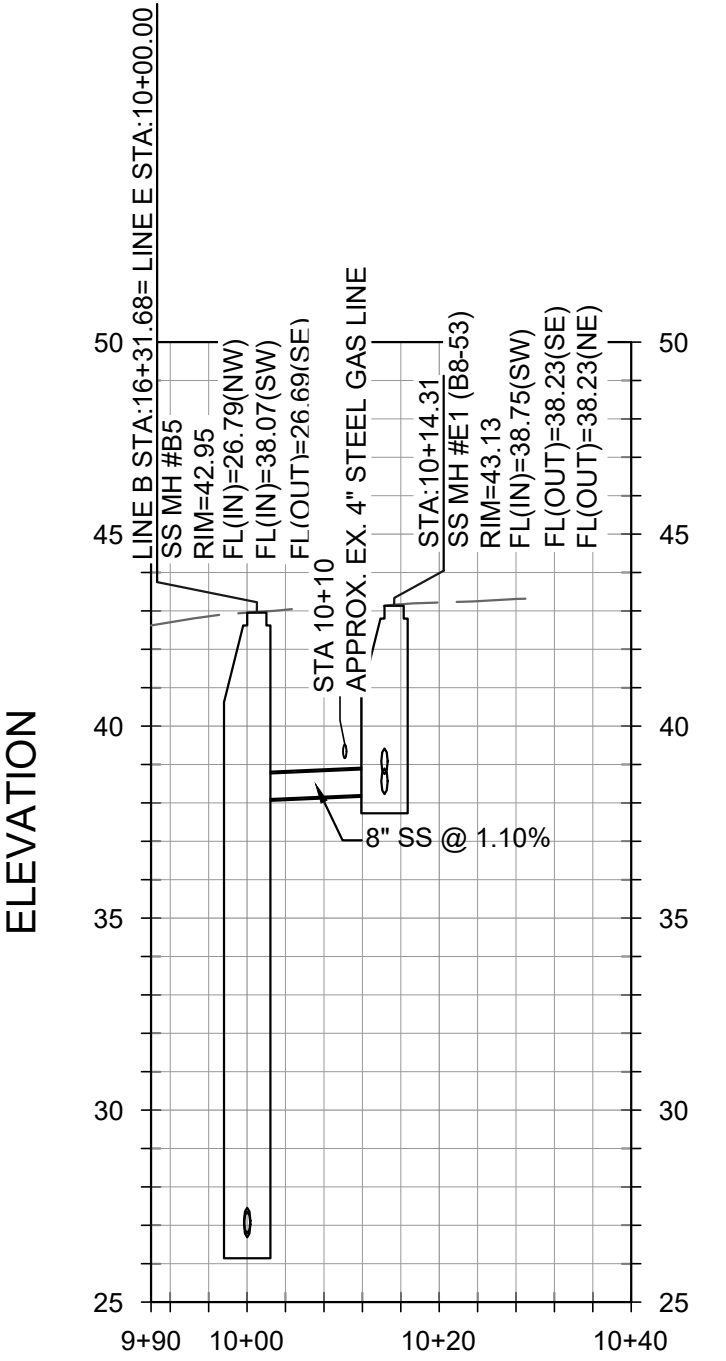


PLAN
SCALE: 1" = 20'

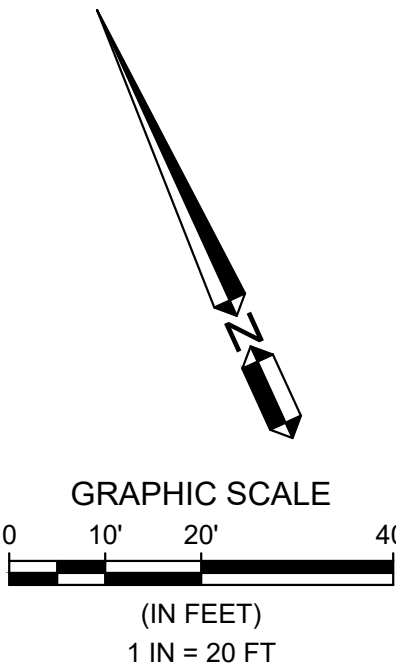
Line Table		
Line #	Length	Direction
L 203	354.88	S65°46'48"E
L 204	254.49	S65°45'51"E
L 500	14.30	N26°24'02"E



PROFILE- LINE B
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

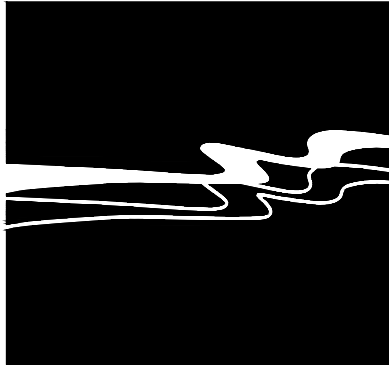


PROFILE- LINE E
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'



REFERENCE NOTES:

	DESCRIPTION
101	EXISTING UTILITY CROSSING. PROTECT IN PLACE. APPROXIMATE LOCATION AND DEPTH (IF KNOWN), CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION. CONTRACTOR TO BACKFILL WITH 2-SACK SLURRY WHERE EXISTING UTILITY CROSSING SEPARATION IS 12-INCHES OR LESS.
103	EXISTING SEWER TO BE ABANDONED IN PLACE. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS. EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1.
104	EXISTING MANHOLE TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
105	EXISTING SEWER FORCE MAIN TO BE ABANDONED. SEE SPECIFICATION SECTION 02 42 00, REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS.
107	APPROXIMATE LOCATION OF EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING ACTIVE AND INACTIVE SEWER LATERALS, INCLUDING THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION.
109	APPROXIMATE LOCATION, DEPTH, DIAMETER, MATERIAL AND TYPE OF PREVIOUSLY POTHOLED UTILITY. CONTRACTOR TO VERIFY.
110	PROTECT EXISTING RAILROAD TRACKS IN PLACE. NO TRENCHING PERMITTED WITHIN 5-FEET OF RAILROAD TRACKS.
203	REPLACE SEWER MANHOLE PER DETAIL A, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0.
204	NEW DROP MANHOLE PER DETAIL B, DWG. C-5.0. SEWER MANHOLE FRAME PER DETAIL C, DWG. C-5.0. COAT MANHOLE PER SPECIFICATION SECTION 09 97 23, CONCRETE AND MASONRY COATINGS.
205	8" SDR 26 PVC SEWER PIPE. TRENCH PER DETAIL G, DWG. C-5.1. SLURRY SEAL PAVEMENT FROM LIP OF GUTTER TO LIP OF GUTTER ALONG LINE B WITH TYPE II SLURRY PER CALTRANS SPECIFICATIONS. REPAIR CONCRETE CROSS GUTTER TO NEAREST JOINT ON BOTH SIDES OF TRENCH PER DETAIL L, DWG. C-5.2.
209	EXTEND AND CONNECT EXISTING SEWER LATERAL TO NEW SEWER MAIN PER DETAIL D, DWG. C-5.0 OR DETAIL E, DWG. C-5.1. MATCH EXISTING SEWER LATERAL SIZE. TRENCH PER DETAIL G, DWG. C-5.1. REMOVE AND REPLACE EXISTING SIDEWALK, CURB AND GUTTER PER DETAILS J AND K, DWG. C-5.2.



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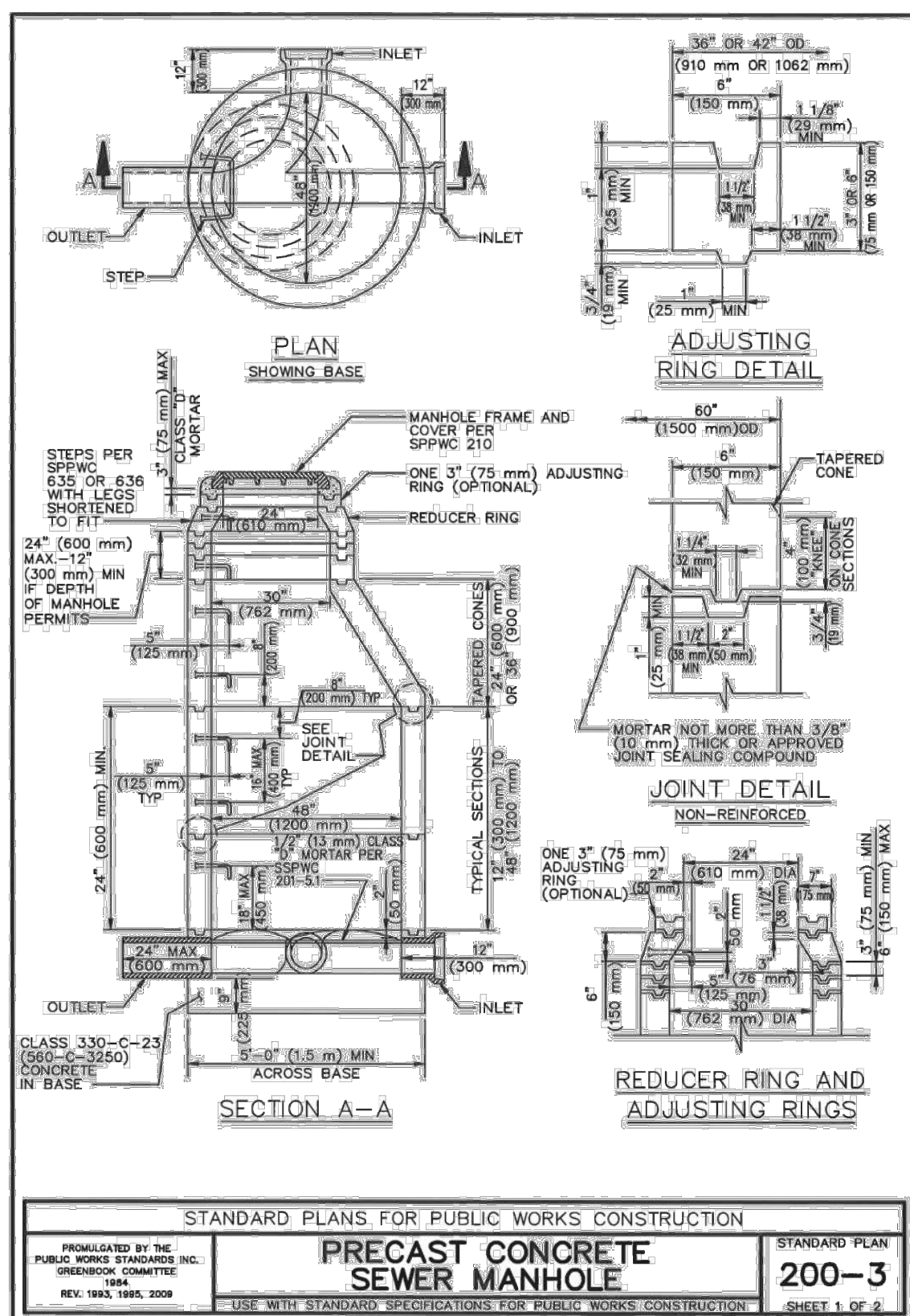


SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
TIOGA AVENUE Sta 14+40 to 18+86.17

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020
DRAWING NO.

C-4.8
12 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



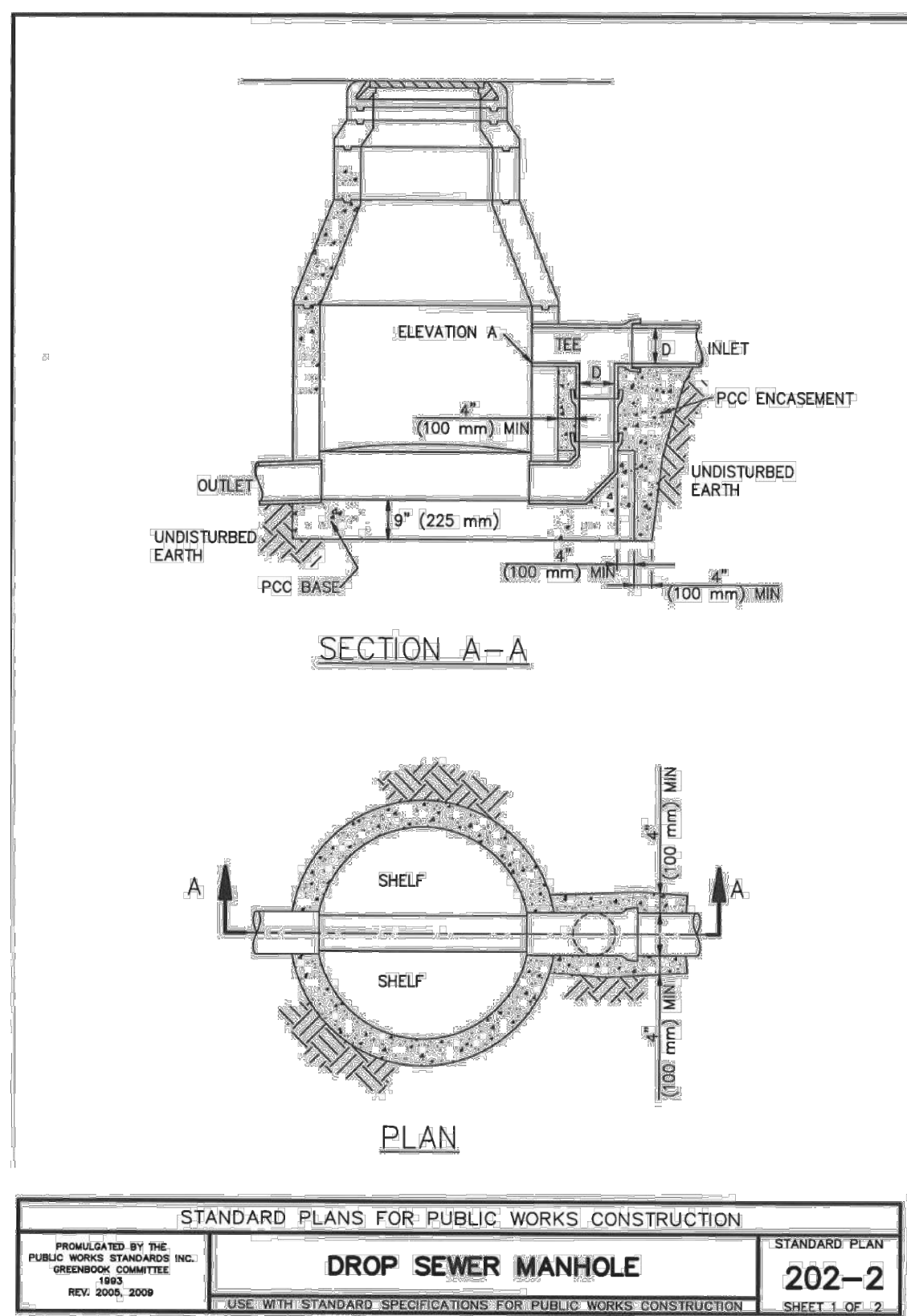
SEWER MANHOLE

Scale: NTS

- NOTES:**
- EXCEPT AS NOTED HEREON, THE PRECAST UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C 478. AS AN ALTERNATE CURING METHOD, THE UNITS MAY BE CURED USING SATURATED STEAM FOR A MINIMUM OF 12 HOURS FOLLOWED BY 6 DAYS OF WATER CURING OR MEMBRANE CURING. IF THE UNITS ARE CURED BY THE ALTERNATE METHOD, THEY SHALL NOT BE SHIPPED PRIOR TO 8 DAYS AFTER CASTING NOR UNTIL THE CONCRETE HAS ATTAINED A STRENGTH OF 3500 PSI (25 MPa).
 - MANHOLE STEPS SHALL CONFORM TO SPPWC 635 TYPE 1. OR 3 OR SPPWC 636. THE MANHOLE STEPS SHALL BE UNIFORMLY SPACED AT A MAXIMUM OF 16" (400 mm). THE LOWEST STEP SHALL BE PLACED NOT LESS THAN 8" (200 mm) NOR MORE THAN 18" (450 mm) ABOVE THE SHELF. THE STEPS SHALL PROJECT 5" (125 mm) INSIDE THE MANHOLE.
 - RISER SECTIONS MAY BE REINFORCED OR UNREINFORCED. REINFORCED SECTIONS SHALL BE REINFORCED IN ACCORDANCE WITH ASTM C 478 AND SHALL HAVE A MINIMUM WALL THICKNESS OF 5" (125 mm). UNREINFORCED RISER SECTIONS SHALL HAVE A MINIMUM WALL THICKNESS OF 6" (150 mm).
 - THE 24"x48" (600 mm x 1200 mm) ECCENTRIC CONES MAY BE REINFORCED OR UNREINFORCED. IF REINFORCED, THE WALL THICKNESS SHALL BE NOT LESS THAN 5" (125 mm). IF UNREINFORCED, THE WALL THICKNESS SHALL NOT BE LESS THAN 6" (150 mm).
 - JOINTS SHALL BE TONGUE AND GROOVE. JOINTS FOR REINFORCED STRUCTURES SHALL CONFORM WITH ASTM C 478 SECTION 14.
 - PRECAST UNITS SHALL BE ASSEMBLED USING CLASS "B" MORTAR.
 - IF 30" (762 mm) DIAMETER MANHOLE FRAME AND COVER IS REQUIRED, IT SHALL BE INSTALLED WHERE THE REDUCER RING IS SHOWN IN THE SECTION.
 - FOR REINFORCED PRECAST STRUCTURES, ALL REINFORCEMENT SHALL HAVE A MINIMUM OF 2" (50 mm) OF COVER OVER THE STEEL ON THE INSIDE FACE.
 - THE TOP OPENING OF THE MANHOLE AND THE STEPS SHALL BE PLACED DIRECTLY OVER THE OUTLET OF THE STRUCTURE EXCEPT AS OTHERWISE NOTED ON PLANS.
 - CONCRETE BASE AND STUB WALLS SHALL BE POURED IN ONE OPERATION TO A POINT 2" (50 mm) ABOVE THE INLET AND OUTLET PIPES. ALL PIPES SHALL BE RIGIDLY SUPPORTED BY TEMPORARY PIERS OR OTHER METHODS DURING THE OPERATION. CONCRETE SHALL SET FOR 24 HOURS BEFORE PLACING PRECAST UNITS.
 - CARBON BLACK SHALL BE ADDED TO PCC TO MATCH A.C. SURFACE.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
**PRECAST CONCRETE
SEWER MANHOLE**STANDARD PLAN
200-3
SHEET 2 OF 2

Scale: NTS



DROP SEWER MANHOLE

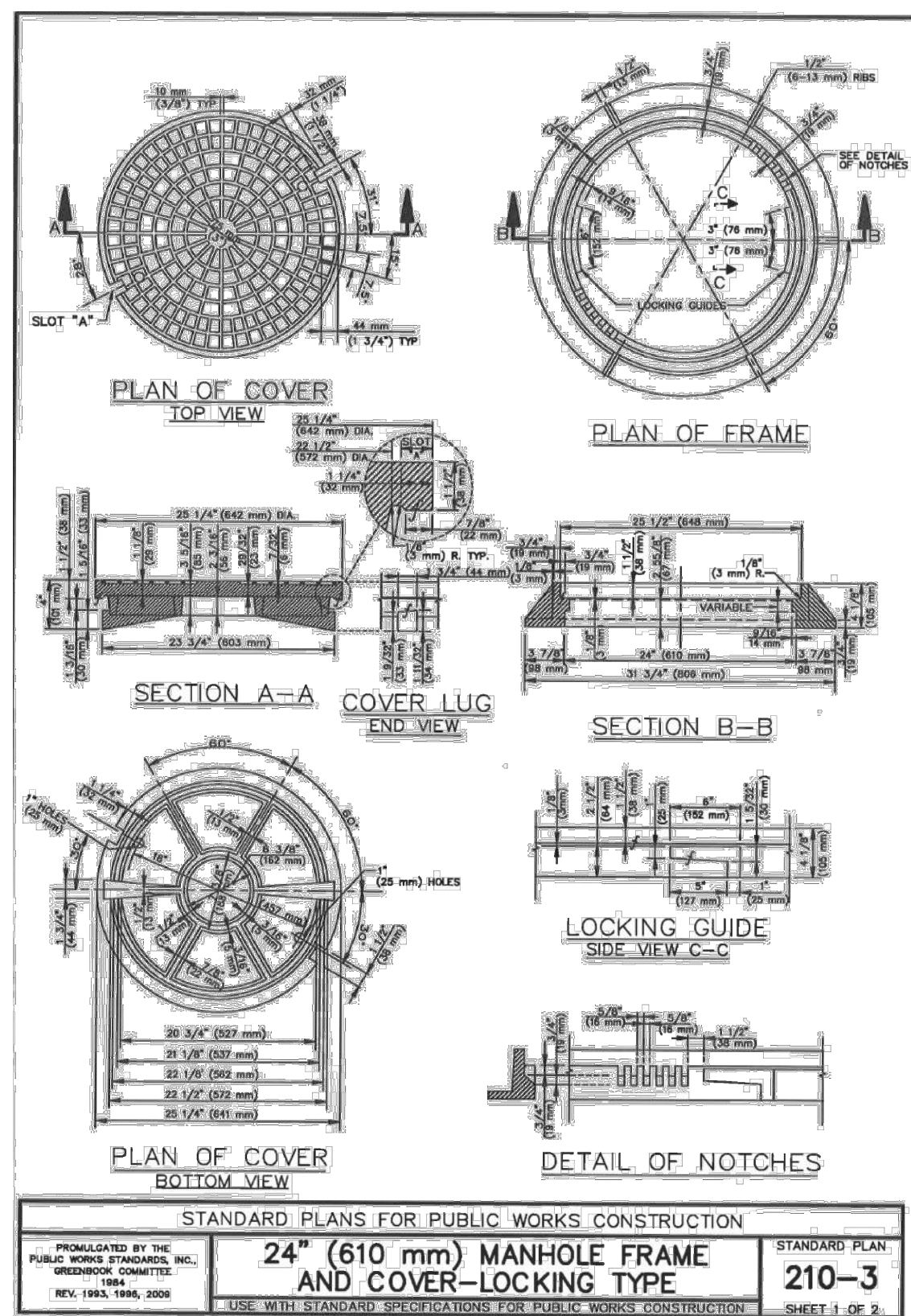
Scale: NTS

- NOTES:**
- EXCEPT AS SHOWN ON THIS PLAN, MANHOLES SHALL CONFORM TO SPPWC 200 OR 203.
 - PIPE FOR THE DROP INLET SHALL BE THE SAME MATERIAL AS THE SEWER UNLESS APPROVED ADAPTERS ARE USED. IF SO, THE PIPE MAY BE VCP, ABS SOLID WALL, ABS COMPOSITE, PVC PLASTIC, OR POLYETHYLENE.
 - FOR BRICK MANHOLES, A BRICK ARCH IS ALSO REQUIRED OVER THE UPPER INLET PIPE.
 - IF TWO OR MORE DROP INLETS ARE REQUIRED IN A SINGLE MANHOLE, EACH SHALL BE CONSTRUCTED SEPARATELY.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
DROP SEWER MANHOLESTANDARD PLAN
202-2
SHEET 2 OF 2

DROP SEWER MANHOLE NOTES

Scale: NTS



MANHOLE FRAME

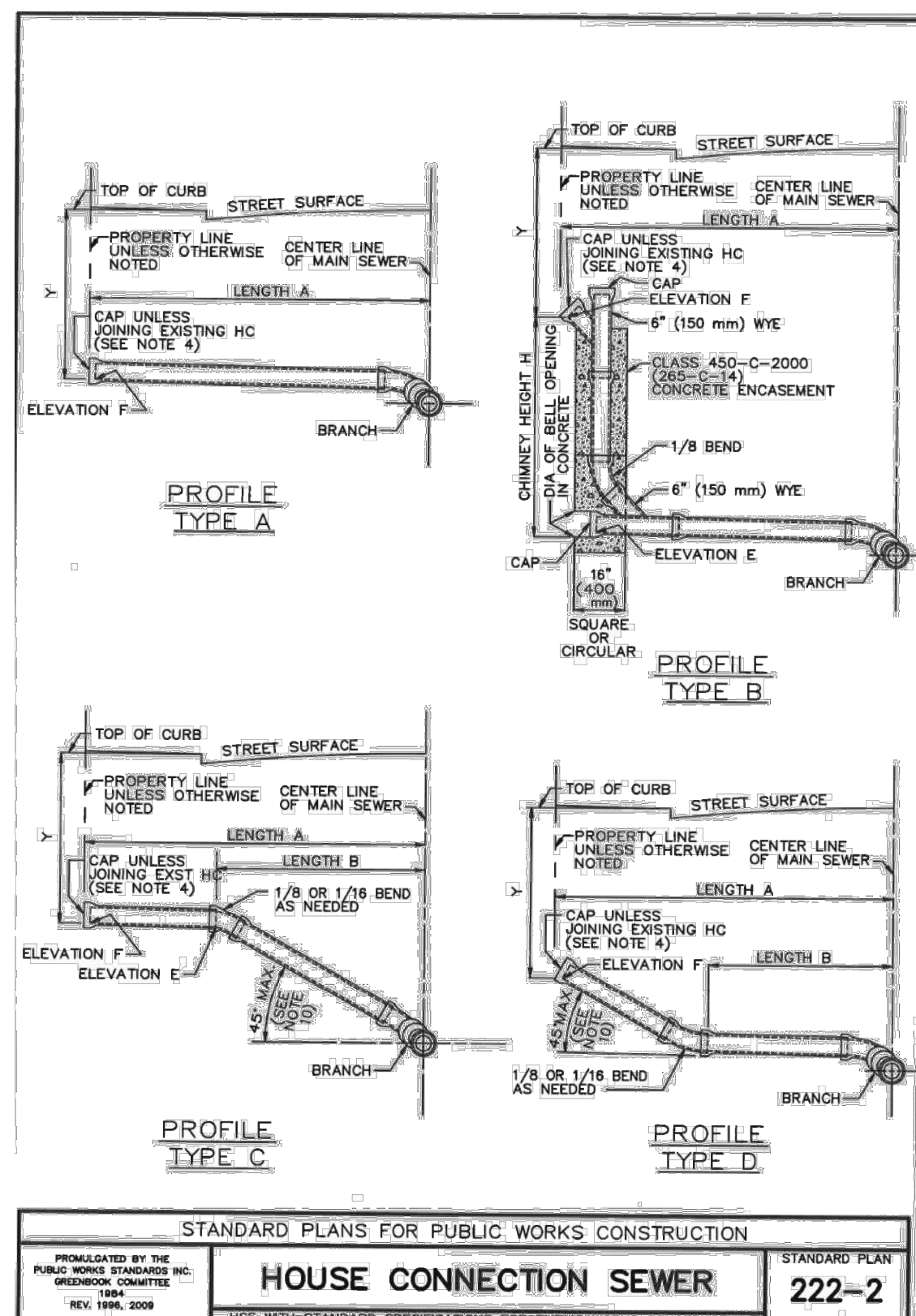
Scale: NTS

- NOTES:**
- THE CAST IRON USED SHALL CONFORM TO ASTM A-48 CLASS 35B.
 - THE FRAME AND COVER SHALL BE COATED WITH ASPHALTUM OR BITUMINOUS PAINT AFTER TESTING AND INSPECTION.
 - COVERS SHALL BE CAST WITH THE LETTER "D" FOR STORM DRAINS AND "S" FOR SEWERS AND THE AGENCY IDENTIFICATION IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY THE AGENCY. THE LETTER "D" OR "S" SHALL BE APPROXIMATELY 2 1/2" (65 mm) HIGH WITH 1/2" (13 mm) LINE WIDTH AND PLACED IN THE CENTER OF THE COVER. ALL LETTERS SHALL BE FLUSH WITH THE FINISHED SURFACE OF THE COVER.
 - FOUNDRY IDENTIFYING MARK, HEAT AND DATE SHALL BE CAST ON THE BOTTOM OF THE COVER AND ON THE INSIDE OF THE FRAME.
 - IMPORTED COVERS AND FRAMES SHALL HAVE THE COUNTRY OF ORIGIN MARKING IN COMPLIANCE WITH FEDERAL REGULATIONS.
 - WEIGHT OF FRAME SHALL BE 160 POUNDS (73 kg). WEIGHT OF COVER SHALL BE 200 POUNDS (91 kg). ACTUAL WEIGHTS SHALL BE WITHIN A RANGE OF 95% TO 110%.
 - THE MANHOLE FRAME AND COVER SHALL BE INSPECTED BY THE ENGINEER PRIOR TO SHIPMENT TO THE JOBSITE. ACCEPTANCE WILL BE INDICATED BY THE AGENCY'S MARK.
 - THE PROOF-LOAD FOR TEST METHOD B OF SPPWC 206-3.2 IS 55,300 POUNDS (228 kN).
 - COVERS FOR MANHOLES LOCATED IN EASEMENTS, ALLEYS, PARKWAYS AND ALL OTHER PLACES EXCEPT PAVED STREETS SHALL BE PROVIDED WITH SOCKET SET SCREW LOCKING DEVICES. DRILL AND TAP TWO HOLES TO A DEPTH OF 1" (25 mm) AT 90° TO PICK HOLE AND INSTALL 3/4" x 3/4" (19 mm x 19 mm) STAINLESS STEEL SOCKET SET SCREWS WITH 3/8" (10 mm) RECESSED HEX HEAD. ALL THREADS SHALL BE N.C.
 - COVER AND FRAME MATCHING SURFACE TO BE MACHINE FINISHED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
**24" (610 mm) MANHOLE FRAME
AND COVER-LOCKING TYPE**STANDARD PLAN
210-3
SHEET 2 OF 2

MANHOLE FRAME NOTES

Scale: NTS



SEWER LATERAL

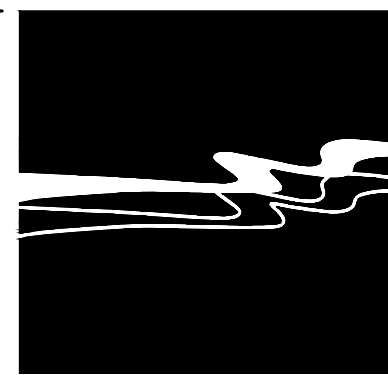
Scale: NTS

- NOTES:**
- EXCEPT AS OTHERWISE INDICATED ON THE PLANS, ALL HOUSE CONNECTION SEWERS SHALL BE TYPE "A" AND SHALL BE CONSTRUCTED ON STRAIGHT LINES AND GRADES BETWEEN CONTROL POINTS AND ELEVATIONS.
 - DIMENSIONS:
A. V = 8' (1.85 m)
B. LENGTHS "A" AND "B" - SEE PLANS
C. HEIGHT "H" - SEE PLANS
D. ELEVATIONS "E" AND "F" - SEE PLANS
 - ALL HOUSE CONNECTION SEWER PIPE SHALL BE 150 mm (6") UNLESS OTHERWISE INDICATED AND MAY BE ANY OF THE FOLLOWING:
A. VCP PIPE
B. PE PIPE
C. ABS SOLID WALL PIPE
D. ABS COMPOSITE PIPE
E. PVC PLASTIC PIPE
 - PROVIDED THAT CHANGES FROM ONE TYPE OF MATERIAL OR SIZE TO ANOTHER SHALL BE MADE ONLY BY MEANS OF SUITABLE ADAPTERS APPROVED BY THE ENGINEER.
 - THE UPPER END OF THE HOUSE CONNECTION SHALL BE SEALED BY INSTALLING A CAP AND SEALING THE CAP WITH 1" (25 mm) THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.
 - EXCEPT AS CONTROLLED BY ELEVATIONS INDICATED ON THE PROJECT PLANS, THE MINIMUM SLOPE FOR ALL PIPE SHALL BE 2% (S=0.02 MINIMUM).
 - THE FIGURE IN A CIRCLE ON THE PLANS ADJACENT TO A HOUSE CONNECTION SEWER STATION INDICATES THE DEPTH IN FEET (METERS) BELOW THE EXISTING TOP OF CURB TO WHICH THE INVERT OF THE UPPER END OF THE HOUSE CONNECTION SEWER SHALL BE CONSTRUCTED. IF NO DEPTH IS INDICATED, THE INVERT OF THE UPPER END SHALL BE THE ELEVATION SHOWN ON THE PROFILE. WHERE NEITHER DEPTH NOR ELEVATION IS INDICATED, THE INVERT SHALL BE 6" (150 mm) BELOW THE TOP OF THE EXISTING CURB.
 - BRANCHES SHALL BE EITHER TEES OR WYES AND SHALL BE ROTATED UPWARD FROM THE HORIZONTAL TO AN ANGLE OF 22 1/2° TO 45° WHEN TEES ARE USED. BENDS ARE NOT REQUIRED BUT MAY BE USED AT THE OPTION OF THE CONTRACTOR. WHEN THE BRANCH ROTATION DOES NOT CONFORM TO THE SLOPE OF THE HOUSE CONNECTION SEWER, PULLED JOINTS MAY BE USED FOR ADJUSTMENT.
 - THE MAXIMUM DEFLECTION AT EACH JOINT FOR 4" (100 mm) AND 6" (150 mm) VITRIFIED CLAY PIPE HOUSE CONNECTION SEWERS SHALL BE 4" WHICH IS EQUAL TO A PULL OF 9/16" (14 mm) FOR A 6" (150 mm) PIPE AND 3/8" (10 mm) FOR A 4" (100 mm) PIPE. (PULL IS DEFINED AS THE SEPARATION OF THE JOINTING PIPE ENDS ON THE CONVEX SIDE OF THE CURVE MEASURED AT THE OUTSIDE PIPE BARELL).
 - CONNECTION OF A BUILDING SEWER SMALLER THAN 6" (150 mm) TO A 6" (150 mm) HOUSE CONNECTION SEWER SHALL BE MADE USING AN APPROVED INCREASER TEE OR AN INCREASER FOLLOWED BY A TEE.
 - ALL HOUSE CONNECTION SEWERS OR PORTIONS THEREOF CONSTRUCTED ON A SLOPE EXCEEDING 4% SHALL BE ANCHORED PER SPPWC 221.
 - HOUSE CONNECTION SEWERS CONSTRUCTED PURSUANT TO A HOUSE CONNECTION PERMIT SHALL CONFORM TO ALL APPLICABLE STATUTES AND ORDINANCES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
HOUSE CONNECTION SEWERSTANDARD PLAN
222-2
SHEET 2 OF 2

SEWER LATERAL NOTES

Scale: NTS

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SAN LUIS OBISPO, CA 93401
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01/17/2020

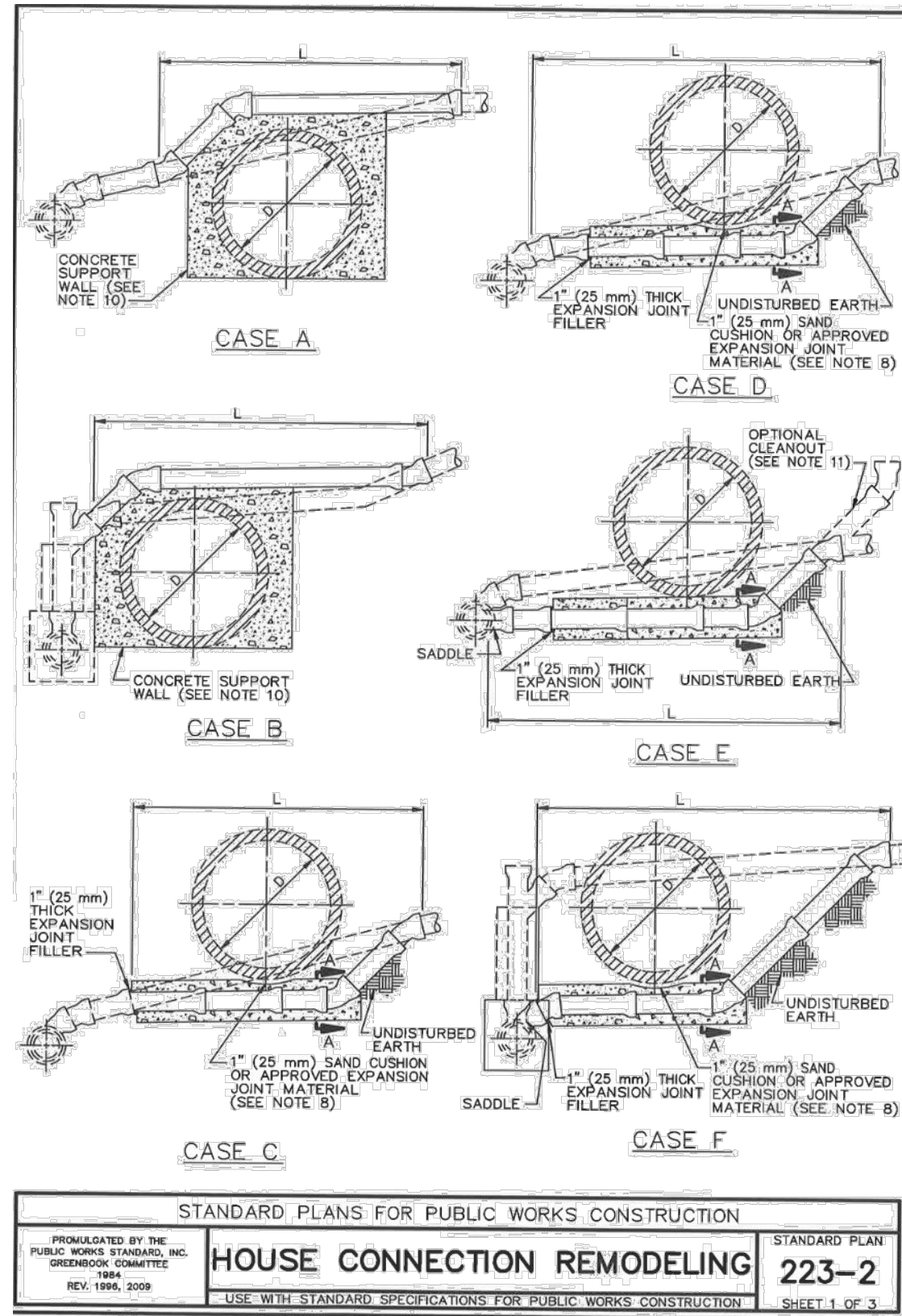
DATE SIGNED

These plans and specifications, and the ideas and designs incorporated herein, are instruments of service prepared for the construction of work shown hereon and shall not be used in whole or in part for any other project without written authority of Wallace Group, a California Corporation.
Copyright © 2020 Wallace Group, a California Corporation. All rights reserved. Copies of this drawing shall have this notice.SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
STANDARD DETAILSJOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: ASK/JSW
DATE: 01/17/2020
DRAWING NO.

C-5.0

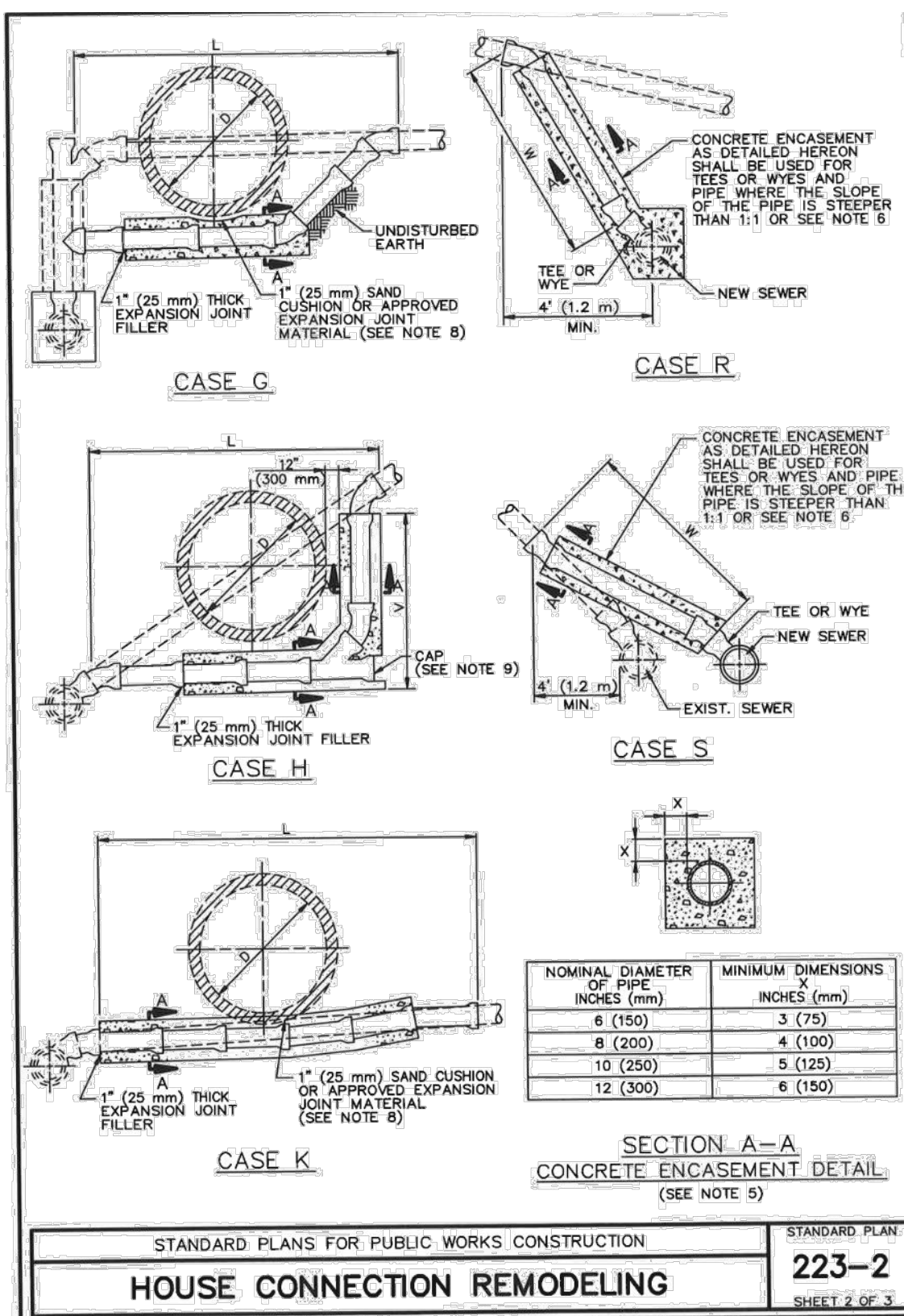
13 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



E SEWER LATERAL REMODELING

Scale: NTS



E SEWER LATERAL REMODELING

Scale: NTS

NOTES

- EXCEPT AS OTHERWISE INDICATED HEREON OR ON THE PLANS, ALL HOUSE CONNECTION REMODELING SHALL CONFORM TO THE APPLICABLE PORTIONS OF SPWPC 222, HOUSE CONNECTION SEWER.
- SEE PROJECT PLANS FOR VALUES OF D, L, V, AND W. (DIMENSION L IS THE HORIZONTAL LENGTH OF THE HOUSE CONNECTION REMODELING).
- EXISTING SEWERS ARE INDICATED BY DASHED LINES. HOUSE CONNECTION SEWERS TO BE CONSTRUCTED ARE INDICATED BY SOLID LINES AND SHALL BE OF THE SAME MATERIAL AS THE EXISTING SEWER. THE CONTRACTOR MAY CONSTRUCT THE SEWER WITH OTHER MATERIALS ALLOWED BY SPWPC 222 PROVIDED APPROVED ADAPTORS ARE UTILIZED.
- 1/16" (2.5 mm) OR 1/8" (45°) BENDS SHALL BE USED TO REMODEL OR CONSTRUCT ANY SEWER ON A CURVE OR AT ANY CHANGE IN ALIGNMENT. WHERE PHYSICAL OR GEOMETRIC LIMITATIONS PRECLUDE THE USE OF 1/16" (2.5 mm) OR 1/8" (45°) BENDS, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL THE PROPOSED METHOD OF REMODELING OR CONSTRUCTION.
- ALL HOUSE CONNECTION SEWERS TO BE CONSTRUCTED UNDER A PROPOSED CONDUIT SHALL BE ENCASED IN CONCRETE AS SHOWN HEREON. WHEN THE HOUSE CONNECTION SEWER SLOPE EXCEEDS 1:1 THE CONTRACTOR MAY, AT ITS OPTION, PLACE A CIRCULAR CROSS SECTION WITH MINIMUM COVER EQUAL TO DIMENSION "X" AS SHOWN ON SECTION A-A HEREON IN LIEU OF A SQUARE CROSS SECTION OF CONCRETE. CONCRETE BEDDING AND ENCASEMENT SHALL BE CLASS 450-C-2000 (250-C-14) AND SHALL EXTEND TO THE FIRST PIPE JOINT AT LEAST 1' (300 mm) BEYOND THE O.D. OF EACH SIDE OF THE PROPOSED CONDUIT.
- FOR CASE R AND S, WHEN THE SLOPE OF THE PIPE EXCEEDS 1:1, THE CONTRACTOR MAY, AT ITS OPTION, CONSTRUCT A CHIMNEY CONFORMING TO SPWPC 220 ON THE NEW SEWER IN LIEU OF CONSTRUCTING THE ENCASEMENT SHOWN HEREON.
- FOR CASES E AND F, SADDLES SHALL BE CONNECTED EITHER TO THE LENGTH OF PIPE CONTAINING THE EXISTING TEE OR WYE OR TO THE ADJACENT DOWNSTREAM PIPE LENGTH.
- CONDUITS TO BE INSTALLED OVER OR WITHIN 1' (25 mm) OF ANY CONCRETE ENCASEMENT OR STRUCTURE, WHETHER EXISTING OR TO BE PLACED IN CONFORMITY WITH THE REQUIREMENTS HEREIN, SHALL BE INSTALLED ON A 1' (25 mm) SAND CUSHION OR APPROVED EXPANSION JOINT MATERIAL. CONCRETE ENCASEMENT INSTALLED PURSUANT TO THIS STANDARD PLAN SHALL BE SEPARATED FROM EXISTING CONDUIT WITH 1' (25 mm) THICK EXPANSION JOINT MATERIAL.
- THOSE PORTIONS OF AN ABANDONED PIPE LOCATED BENEATH OR WITHIN 6" (150 mm) OF A RELOCATED HOUSE CONNECTION SEWER SHALL BE REMOVED. THE EXCAVATION SHALL BE REFILLED TO THE GRADE OF THE NEW PIPE INVERT WITH CLASS 100-E-100 (60-E-0.7) CONCRETE. THE CONTRACTOR MAY, AT ITS OPTION, SUBSTITUTE MECHANICALLY COMPACTED BACKFILL IN LIEU OF THE CLASS 100-E-100 (60-E-0.7) CONCRETE. THOSE PORTIONS OF ABANDONED PIPE NOT REMOVED SHALL BE SEALED. WHERE CAPS ARE USED, THEY SHALL BE SEALED BY FILLING THE SPACE ABOVE THE CAP WITH SAND AND A 1' (25 mm) THICK COATING OF TYPE "F" MORTAR.
- SUPPORT WALLS SHALL CONFORM TO SPWPC 224.
- WHEN INDICATED ON THE PLANS OR THE SPECIAL PROVISIONS, A CLEANOUT SHALL BE CONSTRUCTED IN CONJUNCTION WITH CASE E AS FOLLOWS:
 - SUBSTITUTE A "V" FOR THE 18" BEND.
 - PLACE A 45° BEND ON THE UPPER END OF THE "V".
 - CAP TOP OF 45° BEND WITH A CAP AND SEAL WITH 1' (25 mm) THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

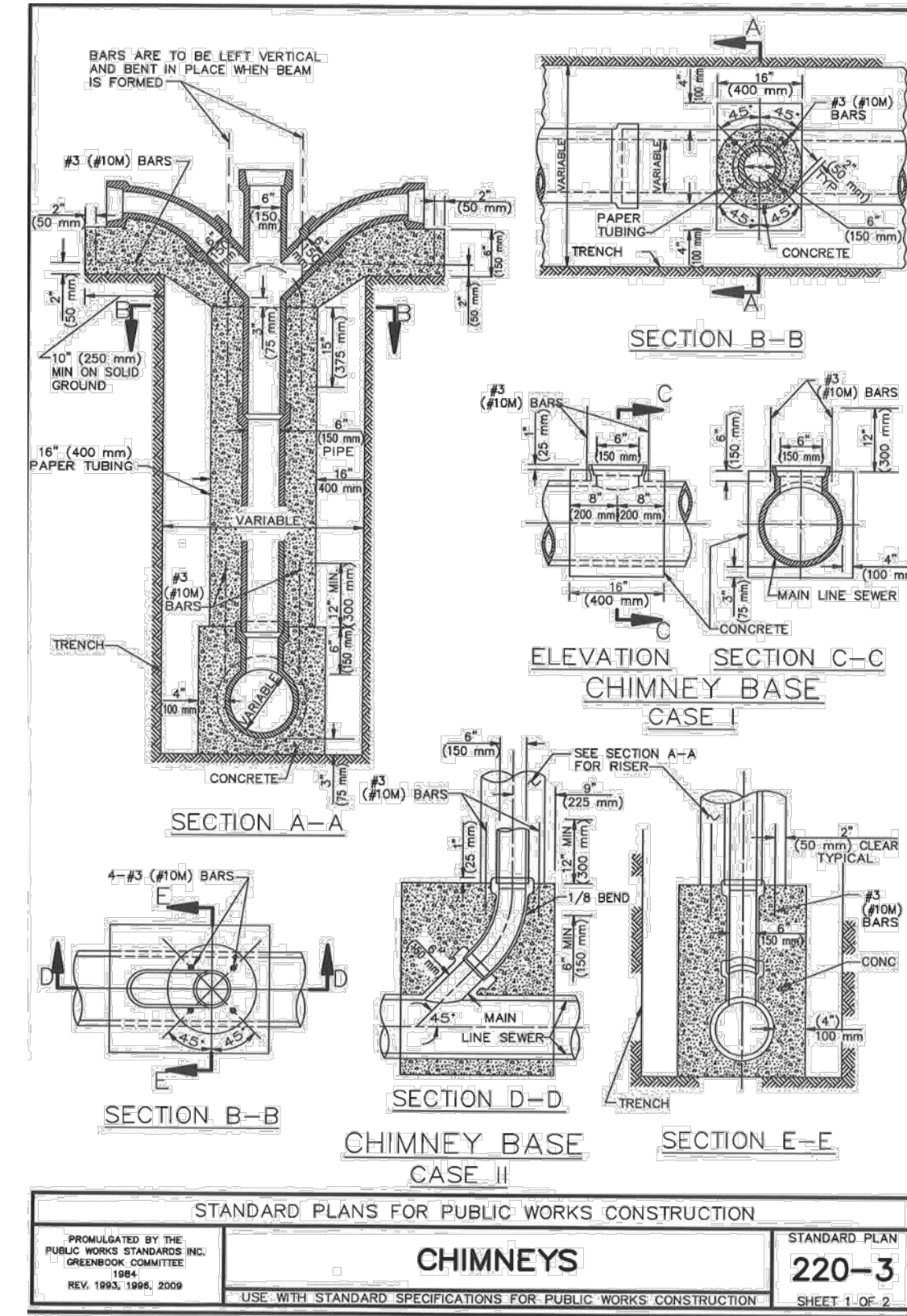
HOUSE CONNECTION REMODELING

223-2

SHEET 3 OF 3

E SEWER LATERAL REMODELING NOTES

Scale: NTS



F CHIMNEYS

Scale: NTS

NOTES

- THE UPPER END OF THE CHIMNEY PIPE SHALL BE AT LEAST 8' (2.5 m) BELOW THE GRADE OF THE LOWER CURB.
- NO CONNECTION SHALL BE MADE DIRECTLY TO TOP OF CHIMNEY PIPE.
- WHERE ONE HOUSE LATERAL IS TO BE JOINED TO THE CHIMNEY PIPE, USE A SINGLE WYE AND FACE WYE TOWARDS PROPERTY TO BE SERVED.
- WHERE TWO OR MORE HOUSE LATERALS ARE TO BE JOINED TO THE CHIMNEY PIPE, INSTALL WYE BRANCHES AS FOLLOWS:
 - FOR TWO HOUSE LATERALS, ONE SERVING EACH SIDE OF STREET, USE A DOUBLE WYE BRANCH.
 - FOR TWO HOUSE LATERALS SERVING THE SAME SIDE OF THE STREET, USE TWO SINGLE WYES STACKED WITH BRANCHES FACING THE PROPERTIES SERVED.
 - FOR THREE OR FOUR HOUSE LATERALS, USE TWO DOUBLE WYE BRANCHES OR ONE DOUBLE AND ONE SINGLE WYE BRANCH STACKED.
- EACH DOUBLE OR SINGLE WYE BRANCH AND EIGHTH BEND SHALL BE SUPPORTED BY A CONCRETE BEAM AS SHOWN.
- FOR CHIMNEY BASE, 6" (150 mm) TEE BRANCH OR WYE SHALL BE INSTALLED VERTICALLY ON TOP OF THE MAIN LINE SEWER AS SHOWN. THE CHIMNEY BASE MUST BE POURED AND SET WITH DOWELS AS SHOWN 24 HOURS BEFORE THE CHIMNEY CONCRETE IS POURED.
- ALL CONCRETE SHOWN SHALL BE CLASS 520-C-2500 (310-C-17).
- CASE I SHALL BE FOR VITRIFIED CLAY PIPE ONLY.
- CASE II SHALL BE FOR ALL ALLOWABLE PIPE MATERIALS.
- FOR ABS PIPE USE SOLVENT WELDED JOINTS ONLY.
- A CAP SHALL BE INSTALLED AT THE OPENING OF THE PIPE RISER AND AT EACH UNCONNECTED BRANCH, SEALED AROUND ITS CIRCUMFERENCE WITH 1" (25 mm) THICK TYPE "F" MORTAR.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

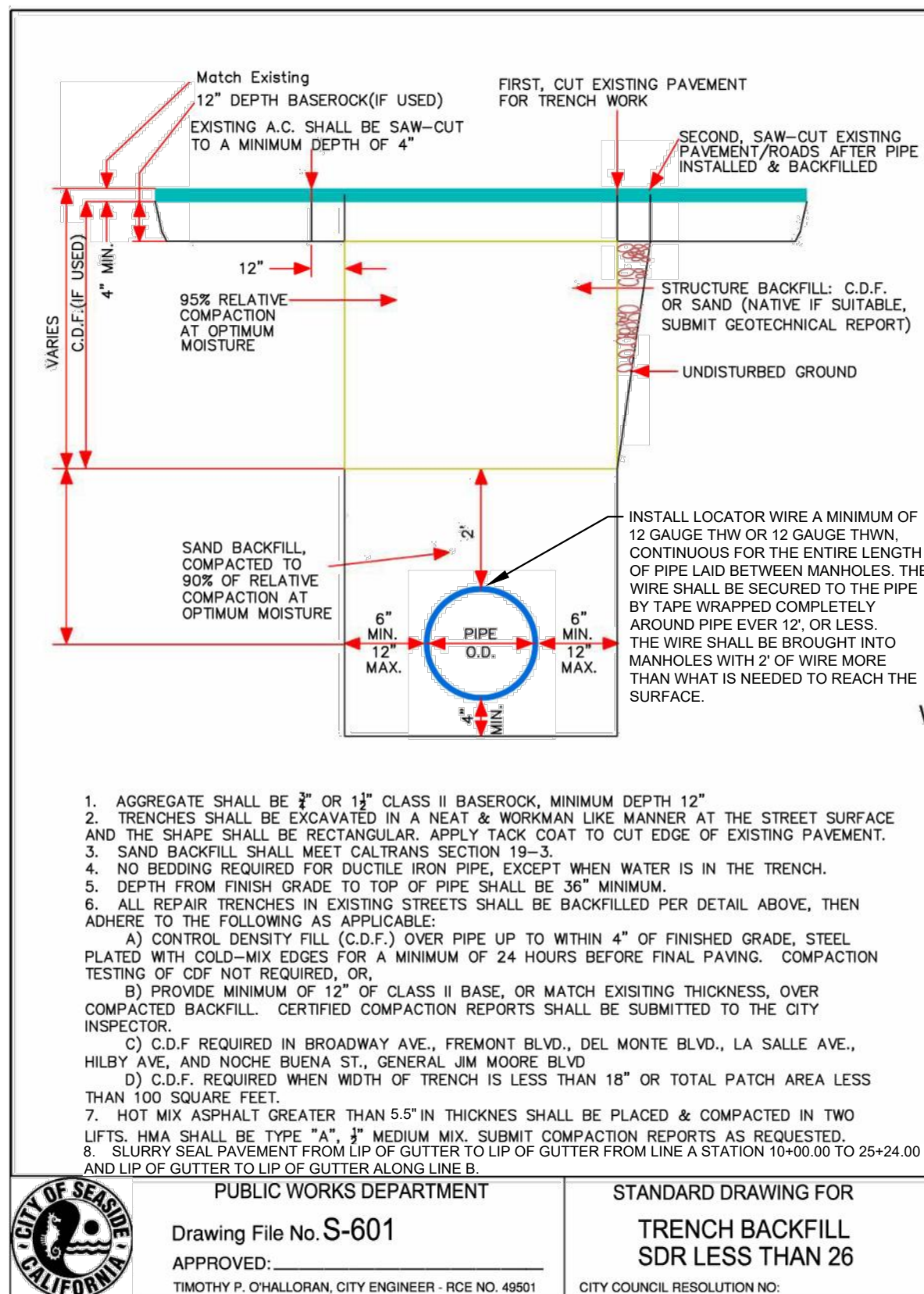
CHIMNEYS

220-3

SHEET 2 OF 2

F CHIMNEYS

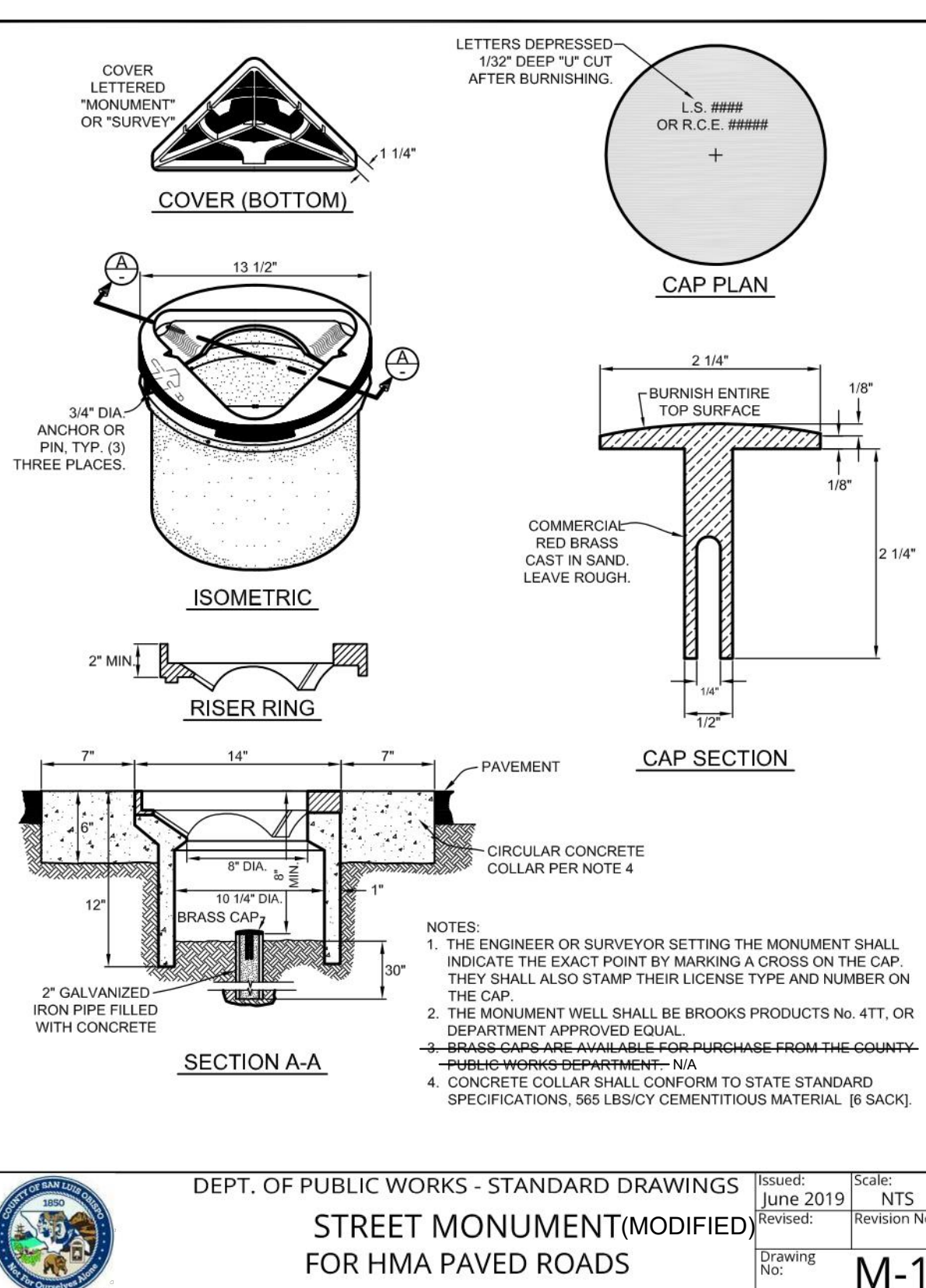
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G TRENCH DETAIL

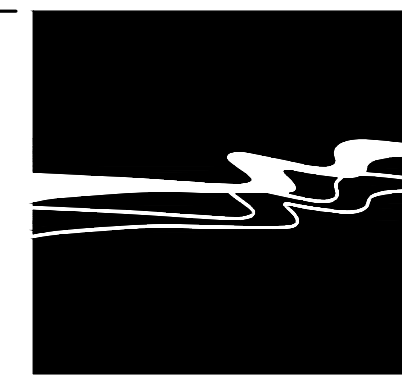
Scale: NTS

H NOT USED



I STANDARD STREET MONUMENT

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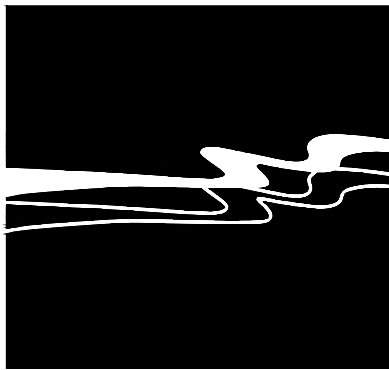


SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
STANDARD DETAILS

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: JSW/ASK
DATE: 01/17/2020
DRAWING NO.

C-5.1
14 OF 15 SHEETS

Rev.	Date	Description of Revisions	By



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SIGNATURE

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DATE SIGNED

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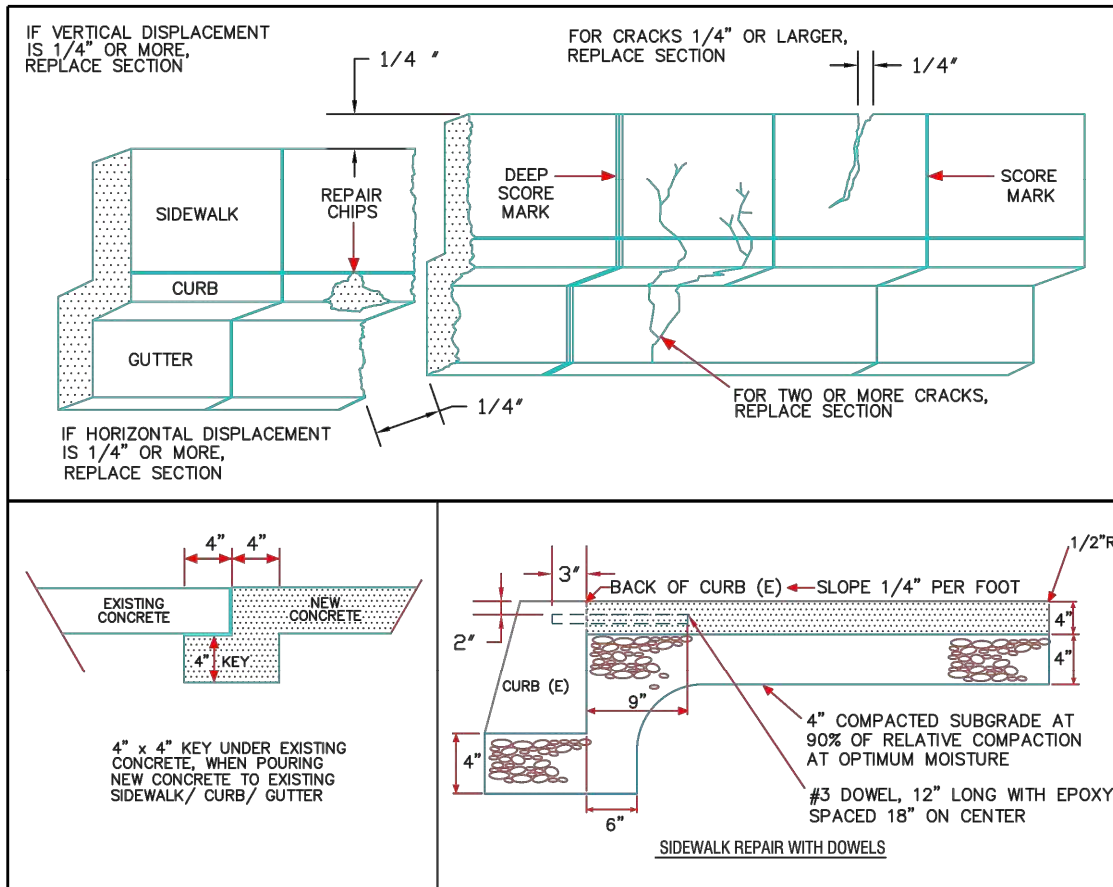
SEASIDE COUNTY SANITATION DISTRICT
DEL MONTE BOULEVARD SEWER LINE UPGRADE
STANDARD DETAILS

JOB #: 0876-0012-00
DESIGNERS: KEW/KEA
DRAWN BY: RMS/ASK
DATE: 01/17/2020

DRAWING NO.

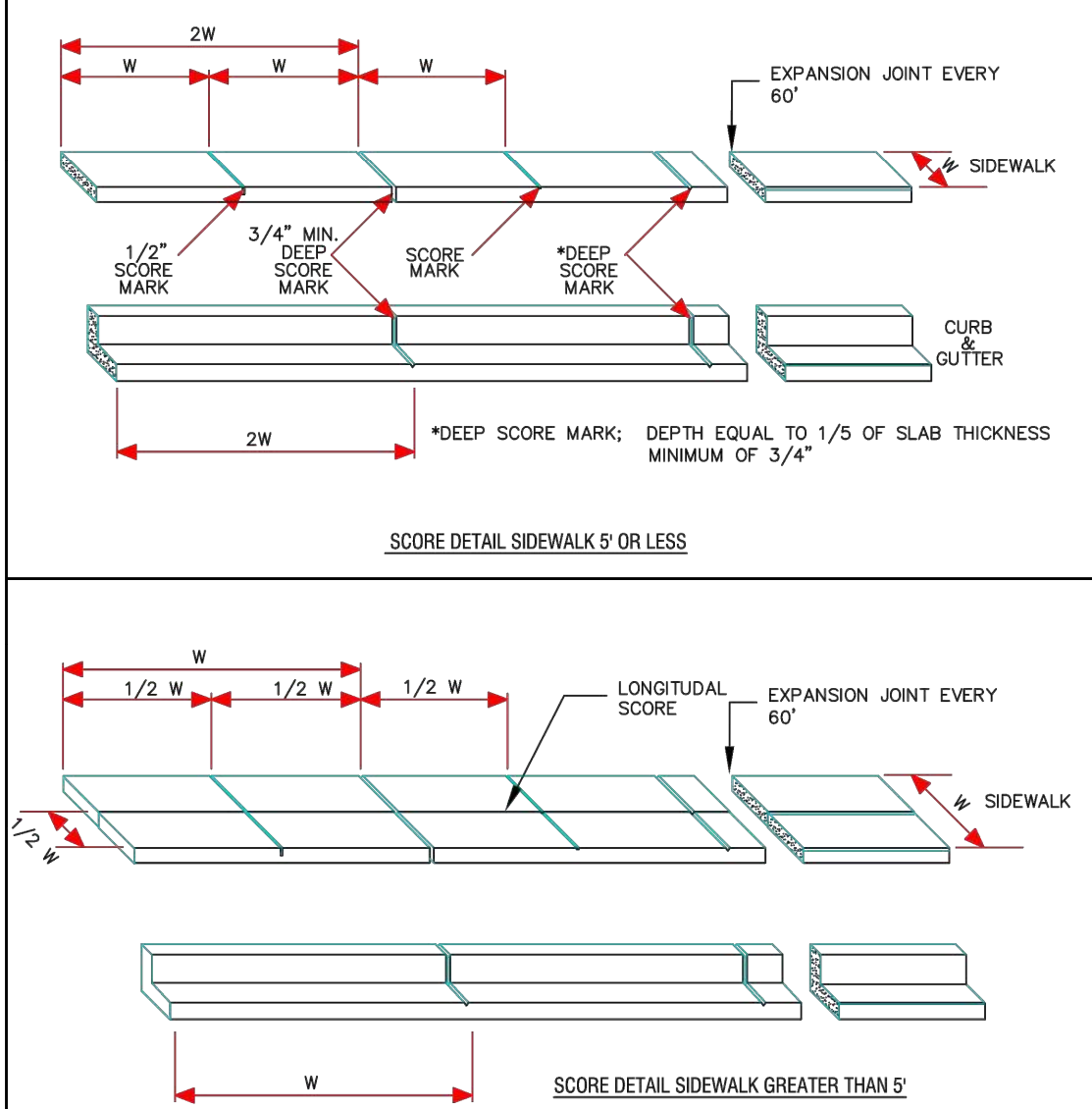
C-5.2

15 OF 15 SHEETS



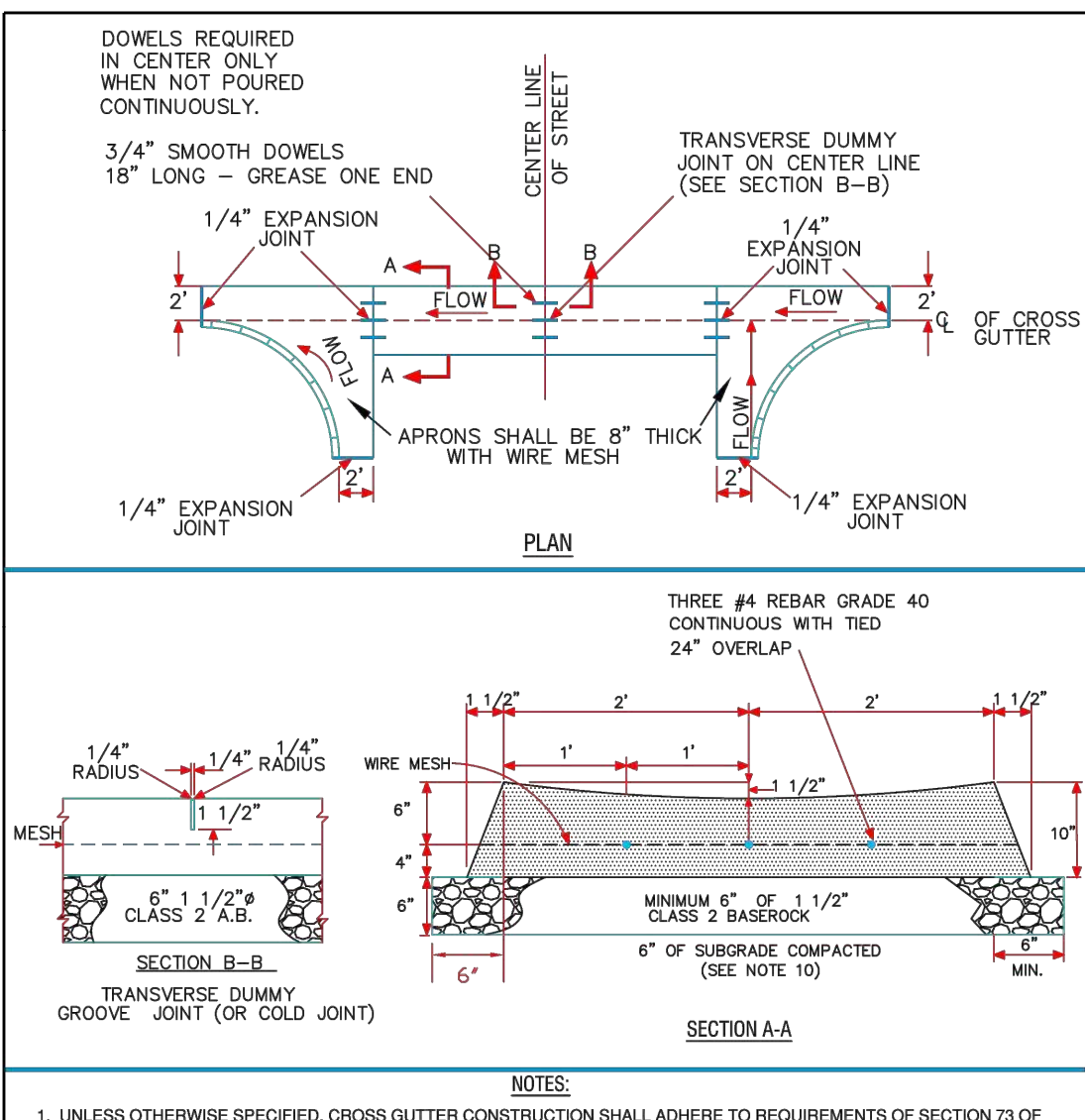
J CURB, GUTTER, AND SIDEWALK REPAIR

Scale: NTS



K EXPANSION JOINTS AND SCORE MARKS

Scale: NTS



L CONCRETE CROSS GUTTER

Scale: NTS

Rev.	Date	Description of Revisions	By

Deborah J. Wilson
 wilson@oles.com

February 27, 2020

Email & Overnight Delivery
Sottmar@ci.seaside.ca.us

Scott Ottmar
 Interim District Engineer
 Seaside County Sanitation District
 440 Harcourt Avenue
 Seaside, CA 93955

Re: Seaside County Sanitation District, Department of Public Works
 Del Monte Boulevard Sewer Line Upgrade Project
 Bids Opened 3:00PM, February 21, 2020
 Specialty Construction, Inc.'s Protest of Bid from K.J. Woods Construction, Inc.

Dear Mr. Ottmar:

We represent Specialty Construction, Inc. ("Specialty"), the lowest responsive and responsible bidder for the Seaside County Sanitation District's ("District") Del Monte Boulevard Sewer Line Upgrade project ("Project"). Please accept this letter as Specialty's protest of the bid from the apparent low bidder, K.J. Woods Construction, Inc. ("KJ Woods"), on the grounds KJ Woods' bid is non-responsive by failing to execute three of the required bid forms and by its incomplete list of subcontractors. Based on the terms of the District's bid documents and California case authorities, the irregularities in KJ Woods' bid are material and cannot be waived and its bid must be rejected as non-responsive. The project may only be awarded to Specialty as the lowest responsive and responsible bidder.

A. The bid of KJ Woods is non-responsive by failing to execute three bid forms.

The apparent low bid of KJ Woods is non-responsive by failing to execute three required bid forms:

- No signatures on Document 00 41 00 – Bid Form, on Bid Form 00 41 00 - 4, for the "Corporation" and for the "Contractor".
- No signature on Document 00 45 19 – Non-Collusion Affidavit, Bid Form 00 45 19-1.
- No signature on Document 00 45 26 – Workers' Compensation Insurance Certificate, Bid Form 00 45 26-1.

Mr. Scott Ottmar
Interim District Engineer
Seaside County Sanitation District
February 27, 2020
Page 2

The failure to execute three required bid forms is material and renders the bid non-responsive. “A bid is responsive if it promises to do what the bidding instructions demand.” *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341. The determination of whether a bid is responsive is an objective test and it is determined by the face of the bid. *Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1451-1455.

The failure of KJ Woods to execute three required Bid Forms are irregularities that cannot be waived. KJ’s failure to sign the Bid Form, the Non-Collusion Affidavit, and Workers’ Compensation Insurance Certificate renders its bid nonresponsive. (*Grade-Way Constr. v. United States* (1985) 7 Cl.Ct. 263.) In *Williams v. Bergin* (1900) 129 Cal. 461, the California Supreme Court determined that an incomplete and unsigned bid was held invalid despite the submission of a signed bid bond. Similarly, KJ Woods failed to sign the Bid Form, the Non-Collusion Affidavit, and Workers’ Compensation Insurance Certificate Acknowledgement of Addenda forms. The its bid is therefore nonresponsive.

The District’s Invitation to Bid required: “Bidders must comply with and agree to all instructions and requirements in this Invitation to Bid and in the Instructions to Bidders, including post-bidding procedures.” (Invitation to Bid, 00 11 16-2, Para. V.) Material deviations from the bidding instructions cannot be waived. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1437-38; *see also MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 376 (public entity was without power to waive a deviation that created an unfair advantage).)

The failure of KJ Woods to execute three required Bid Forms is a material deviation that renders KJ Woods ineligible for the award of the contract based on bidder responsiveness and responsibility.

B. The bid of KJ Woods is non-responsive by failing to provide a complete List of Subcontractors.

The bid from KJ Woods must be rejected as non-responsive because it failed to provide a complete List of Subcontractors – Bid Form 00 41 00 - 7. KJ Woods listed only one subcontractor, Graham Contractors, for slurry seal. KJ Woods did not list a subcontractor to perform manhole lining or striping, which are specialty items of work that are not self-performed by General Engineering contractors. Both Specialty and the third low bidder, Anderson Pacific Engineering Construction, Inc., listed subcontractors for slurry seal, manhole lining, and striping, among other work, the cost of each of which reasonably exceeds one-half of one percent of KJ Woods’ bid.

Mr. Scott Ottmar
Interim District Engineer
Seaside County Sanitation District
February 27, 2020
Page 3

KJ Woods failure to provide a complete List of Subcontractors renders its bid non-responsive. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359 (holding low bidder's failure to fill out its subcontractor listing form correctly rendered its bid nonresponsive, and that the error could not be waived by the City of San Francisco).) Here, as in *MCM Construction*, KJ Woods' bid was nonresponsive and its deviation from the bid specifications is not inconsequential or waivable, including because it would provide an unfair bidding advantage to KJ Woods.

Conclusion.

Upon due consideration of the above, the Seaside County Sanitation District should reach the determination that the bid of K.J. Woods Construction, Inc. must be rejected as non-responsive, and award the contract to Specialty Construction, Inc., as the lowest responsive and responsible bidder.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah J. Wilson". The signature is fluid and cursive, with the first name being the most prominent.

Deborah J. Wilson

cc: Jason Caprio, Harris & Associates – by email: Jason.caprio@weareharris.com
Tom Seidel, Specialty Construction, Inc. – by email
K.J. Woods Construction, Inc. – by overnight delivery

LEONIDOU & ROSIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

777 CUESTA DRIVE
SUITE 200
MOUNTAIN VIEW, CA 94040

(650) 691-2888

FACSIMILE (650) 691-2889

March 6, 2020

By Overnight Delivery and Email
WhildenM@co.monterey.ca.us

Mr. Michael Whilden
Monterey County Counsel Office
168 West Alisal Street, Third Floor
Salinas, CA 93901

Re: Seaside County Sanitation District, Department of Public Works
Del Monte Boulevard Sewer Line Upgrade Project
Bids Opened 3:00PM, February 21, 2020
Response to Protest of Specialty Construction, Inc.

Dear Mr. Whilden:

This office represents K.J. Woods Construction, Inc. ("K.J. Woods"), the contractor who submitted the lowest responsive bid for the Del Monte Boulevard Sewer Line Upgrade Project. Please consider this letter to be a formal response to Specialty Construction, Inc.'s ("Specialty") bid protest dated February 27, 2020.

K.J. Woods has substantially complied with Seaside County Sanitation District's ("District") bidding documents and any applicable legal requirements; the District has discretion to waive any immaterial variances. None of the items raised by Specialty are an appropriate basis for rejecting K.J. Woods' valid and enforceable low bid. As discussed below, the issues raised by Specialty are inconsequential and immaterial. None of these issues provided any price or other competitive advantage. Nor was K.J. Woods able to bid shop or withdraw its bid. K.J. Woods submitted a signed bid proposal and bid security that constituted a firm and binding offer.

A. K.J. Woods' Bid was Properly Executed.

Specialty's bid protest contends that K.J. Woods is non-responsive based on the lack of signatures on three bid forms: (a) 00 41 00-4; (b) 00 45 19; and (c) 00 45 26. This contention is simply incorrect. An instrument is deemed signed although "the signature is typed, lithographed, rubber-stamped or printed. The foregoing methods of signature have been sustained in many cases." *Weiner v. Mullaney*, 59 Cal. App. 2d 620, 634 (1943). A

signature “may be written, printed, stamped, typewritten, engraved or photographed.” *Kadota Fig Asso. of Producers v. Case-Swayne Co.*, 73 Cal. App. 2d 815, 819 (1946); *Skirball v. RKO Radio Pictures, Inc.*, 134 Cal. App. 2d 843, 863 (1955) (typewritten name constituting signature); *B. P. Allenberg v. Rapken & Co., Ltd.*, 108 Cal. App. 99 (1930) (rubber stamped signature valid); *Marks v. Walter G. McCarty Corp.*, 33 Cal. 2d 814, 820 (1949) (signature “need not be manually affixed, but may in some cases be printed, stamped or typewritten”); *Chavez v. Indymac Mortgage Services*, 219 Cal. App. 4th 1052, 1057 (2013) (same); *Lara v. Onsite Health, Inc.*, 896 F.Supp.2d 831 (N.D. Cal. 2012).

Further, with regard to bid form 00 45 26-1, there is no legal requirement to provide this form at the time of bid. Under Labor Code sections 1860 and 1861, the obligation is to submit the signed form before performing the work of the contract. K.J. Woods will be in compliance with statutory obligations to submit a workers compensation certificate so long as the form is furnished before work starts.

Moreover, even if the District deems that a typed signature cannot be used in lieu of a handwritten signature, a bid is valid despite a contractor’s failure to sign a bid form containing language requiring a signature, and the District has the discretion to waive the signature requirement. *Menefee v. County of Fresno*, 163 Cal. App. 3d 1175 (1985). In *Menefee*, the low bidder had forgotten to sign its bid. As in this case, however, the bidder had included a bid bond with its proposal. The Court of Appeal ruled that because the lower bidder could not withdraw its bid, its bid was enforceable and could be accepted by the public agency owner. The Court determined that the absence of only a signature in an otherwise complete bid is a matter that would be waivable by the public entity as a minor deviation. *Menefee*, 163 Cal. App. 3d at 1179.

To the extent that the District prefers handwritten signatures, rather than typed signatures, enclosed herein are the subject bid form pages with the handwritten signatures from K.J. Woods.

B. K.J. Woods’ Bid Provides a Complete List of Subcontractors

Specialty’s contentions with regard to Bid Form 00 41 00-7, the subcontractor list, are baseless. With regard to the striping scope of work, the cost to perform the work is below ½ of 1% of K.J. Woods’ bid of \$3,338,000. In that regard, enclosed herein is a proposal from R.C Shay & Co., Inc. for striping for the project in the amount of \$14,900, that K.J. Woods obtained the day prior to its bid submission to the District. There was no requirement to list anyone for this work. Pub. Contract Code § 4104.

With regard to the manhole lining work, K.J. Woods, as a licensed Class A and B contractor, can self-perform the work. See Bus. & Prof. Code § 7056; *Ron Yates Constr. Co. v. Sup. Court*, 186 Cal. App. 3d 337, 346 (1986) (class A licensee can perform specialty

construction work); *Pac. Caisson & Shoring Inc. v. Bernards Bros., Inc.*, 198 Cal. App. 4th 681, 689 (2011) (same).

Any arguments by Specialty as to K.J. Woods' experience to perform manhole lining are not a proper basis for a bid protest. Under California law, it is improper to reject a bid based on matters that concern the performance of a contract that has yet to be awarded. *Mike Moore's 24 Hour Towing v. San Diego*, 45 Cal. App. 4th 1294, 1309 (1996). For example, in *Mike Moore's 24 Hour Towing*, the low bidder's insurance allegedly did not meet the requirements of the specifications. The Court of Appeal held that objections based on the insurance requirements were improper because the requirement concerning insurance was one that would be addressed while the contract was being performed and not at the time of bid.

Even the fact that a subcontractor listed for particular work is not properly licensed at the time of bid is not a sufficient basis to support a protest. *See D.H. Williams Construction, Inc. v. Clovis Unified School Dist.*, 146 Cal. App. 4th 757 (2007); *Great West Contractors, Inc. v. Irvine Unified School Dist.*, 187 Cal. App. 4th 1425 (2010). Specialty's objections regarding K.J. Woods' ability to perform the manhole lining concerns a matter of contract performance and therefore is not a valid basis for a protest.

To the extent K.J. Woods during the course of performance of the contract is unable to apply the manhole lining using the materials specified in Specification 09 97 23-2, K.J. Woods is currently an approved applicator of Hydro-Pox, an equal to the materials specified in section 2.1(A)(2)-(4) of Specification 09 97 23-2, as well as NeoPoxy, and would seek substitution of either Hydro-Pox or NeoPoxy as equal specified material pursuant to section 9.4 of the General Conditions (00 72 00 – 24) and Public Contract Code section 3400. Enclosed herein are letters from Hydro-Pox confirming that K.J. Woods as an approved applicator and that the Hydro-Pox is an equal product to the materials specified in Specification 09 97 23-2, as well as a partial list of NeoPoxy approved applicators and contractors, which includes K.J. Woods.

C. District May Waive Any Irregularity or Informality in a Bid Where There Is No Resultant Competitive Advantage

It is "well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential." *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 1188 (2014).

Any deviation or irregularity in the forms submitted by K.J. Woods to the District is nonetheless acceptable when the variance is inconsequential. *Ghilotti Construction Co. v. City of Richmond*, 45 Cal. App. 4th 897 (1996). Under established precedent, a

deviation or irregularity is material only if it does any one of the following: (1) affects the amount of the bid; (2) confers the bidder a competitive advantage; or (3) provides a basis for the bidder to assert a mistake without forfeiture of its bid bond under Public Contract Code section 5103. *Konica Business Machines USA, Inc. v. Regents of the Univ. of Calif.*, 206 Cal. App. 3d 449, 454-455 (1988); *Valley Crest Landscape v. Davis*, 41 Cal. App. 4th 1432, 1442 (1996) (the only irregularity that cannot be waived is one that is so material that it confers a competitive advantage). None of these circumstances exist. California courts have repeatedly confirmed that an agency can disregard minor irregularities. See *Konica*, 206 Cal. App. 3d at 454; *Bay Cities Paving*, 224 Cal. App. 4th at 1188 (city's waiver of bid irregularity was not abuse of discretion because the irregularity did not convey competitive advantage).

K.J. Woods did not obtain a monetary advantage over other bidders and is not able to withdraw its bid for error. Therefore, it cannot withdraw its bid without forfeiting its bid security. There is no material mistake that would allow for relief under Public Contract Code Section 5100.

The District has full discretion to and should waive this irregularity. As the Court noted in *Ghilotti*, for a bid nonconformity to be a basis for a protest,

[t]he deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders. ... These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. ***'It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.'***

(*Ghilotti*, 45 Cal. App. 4th at 908-909; emphasis added.) Specialty's protest is precisely the type of protest, based upon a purported variance that the Court of Appeal in *Ghilotti* and *Bay Cities* has condemned as a disservice to the public. *Id.* Further, Specialty's Bid Protest fails to demonstrate that K.J. Woods gained a competitive advantage and the notion that a minor irregularity conveys such advantage to the low bidder is rejected. *Bay Cities*, 223 Cal. App. 4th at 1196. Even if Specialty were able to prove its contentions, K.J. Woods' bid substantially conforms to the District's solicitation and may lawfully be accepted by the District.

D. Consequences of an Award to Another Bidder

K.J. Woods is in compliance with the requirements of the bid documents. To reject K.J. Woods' bid would be a direct violation of Section 20162 of the Public Contract Code, which requires the District to award the contract to the "lowest responsible bidder." Awarding the contract to a contractor other than K.J. Woods would, therefore, be illegal and void. *Valley Crest*, 41 Cal. App. 4th at 1435; *Monterey Mechanical*, 44 Cal. App. 4th 1391 (1996).

Payment of any funds to another bidder also would violate the California Constitution. Section 10 of Article XI of the Constitution provides that "a local government body may not ... pay a claim under an agreement made without authority of law." Any concerned taxpayer, as well as K.J. Woods, may bring an action to enjoin payments on a contract awarded to another bidder and to require the disgorgement of any such payments. *Rubino v. Lolli*, 10 Cal. App. 3d 1059 (1970); *Miller v. McKinnon*, 20 Cal. 2d 83 (1942). The public policy underlying competitive bidding is so strong that a court is required, on its own initiative, to order the return of payments even if the parties to a lawsuit do not request such an order. *Greer v. Hitchcock*, 271 Cal. App. 2d 334 (1969).

E. Conclusion

Specialty's protest is baseless and should be denied. K.J. Woods submitted a valid, enforceable bid, accompanied by a bond as security. The bid substantially complied with the District's bidding requirements. An award to K.J. Woods will save the District and its ratepayers more than \$67,000. K.J. Woods therefore respectfully requests that it be awarded the contract for the Del Monte Boulevard Sewer Line Upgrade Project. It is our expectation that the District will examine the issues carefully and make an award to K.J. Woods, obviating the need for any litigation. If the District were to consider an award to another bidder, however, we would ask that the District hold a hearing to provide an opportunity to present evidence and legal authorities demonstrating why K.J. Woods submitted the lowest responsive bid. Thank you for your careful consideration of these matters. Please feel free to contact me if you need any additional information.

Very truly yours,



Michael M. Lum

cc: Deborah Wilson, Esq.
Scott Ottmar, Acting District Engineer
Client

DOCUMENT 00 41 00

BID FORM

Seaside County Sanitation District
District Engineer – Administrative Services
440 Harcourt Avenue
Seaside, CA 93955

To Whom It May Concern:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the **DEL MONTE BOULEVARD SEWER LINE UPGRADE** as specifically set forth in the Contract Documents:

Volume IA Procurement and Contracting Requirements

Volume 1B Specification Documents

Volume II Drawings

and undersigned further proposes and agrees that, if this Bid is accepted, undersigned will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work to accomplish **Substantial Completion** in strict conformity therewith within the time limit specified in Article III, Invitation to Bid, and that undersigned will accept as full payment therefor the fixed price set forth in the following Bid Schedule forming a part hereof.

A Cashiers check or Certified check or Bid Bond properly made payable to Seaside County Sanitation District, hereinafter designated as the District, for the sum of TEN PERCENT (10%) OF TOTAL BID AMOUNT Dollars (\$ 10% _____), which amount is not less than ten percent (10%) of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds and certificates if awarded the Contract. The undersigned acknowledges and agrees that if the undersigned fails to execute the Contract Agreement or fails to furnish the required bonds and certificates within the time provided in the Contract Documents, the proceeds of all Bid Security shall be forfeited to the District and any Bid Bond surety's liability to the District for forfeiture of the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents including all additions, deletions, modifications, appendices and addenda as prepared prior to the date of bid opening.
2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself as to the nature and location of the Work and has fully informed himself as

Bid Form

00 41 00 - 1

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to all conditions and matters which can in any way affect the Work or the cost thereof;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and he further understands that the District will in no way be responsible for any errors or omissions in the preparation of this Bid;
4. The undersigned will execute the Contract Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after notice to him of acceptance of his Bid by the District. The undersigned agrees that this bid may not be withdrawn for a period specified in Article V.E of the Invitation to Bid, unless otherwise required by law. The undersigned Bidder further agrees that if he withdraws his Bid within said period of time, the undersigned shall be liable to the District under the Bid Security provisions of the Contract Documents, or the undersigned and his surety shall be liable under the Bid Bond, as the case may be. The attached Bid Bond or checks will be returned after the successful Bidder has executed the Contract Agreement and has furnished to the District all required additional bonds and proofs of insurance coverage.
5. The undersigned Bidder further agrees that if undersigned shall fail to complete the Work within the Contract Time and any authorized extension thereof, undersigned shall pay liquidated damages to the District in the amount stated in the Invitation to Bid for each calendar day of unauthorized delay in completion of the Work until the Work is completed.
6. The undersigned hereby certifies that this proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on the behalf of, any persons not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder, person, or entity to submit a sham Bid or to refrain from bidding; and that the undersigned has not in any manner sought by collusion to secure for undersigned an advantage over any other Bidder.
7. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

"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 before commencing the performance of the work of this contract."
8. In compliance with the provisions of Sections 4100 through 4107 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the

Bid Form

00 41 00 - 2

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Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that if undersigned fails to specify a Subcontractor for any portion of the Work, undersigned shall be deemed to have agreed to perform such portion himself/herself and that undersigned shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed fifty percent (50%) of total contract price in accordance with the provisions of Instructions to Bidders.

9. Nondiscrimination in Employment. The undersigned hereby states that he HAS previously performed work subject to the provisions of the President's Executive Order No. 11246 relative to nondiscrimination in employment.

NOTE: Bidder shall insert "has" or "has not" as applicable in the above statement.

10. Receipt is hereby acknowledged of addenda number(s) 1 through 1;
11. The undersigned, as bidder, declares that our valid California Contractor's license number is 701797, Class A, B and that the representations made in this Bid are made under penalty of perjury.

NOW: In compliance with the Invitation to Bid and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of contract is made.

Individual Contractor Name: _____
Address: _____

Bid Form

00 41 00 - 3

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Partnership

Name: _____

Business Address: _____

By: _____, Partner

Other Partners: _____

Corporation

Name: K.J. WOODS CONSTRUCTION INC.

Business Address: 1485 BAYSHORE BLVD #149

SAN FRANCISCO, CA 94124

By:  KIERAN WOODS, President

 MARIE WOODS, Secretary

Organized under the laws of the State of CALIFORNIA

Date: 2/21/20

Contractor: K.J. WOODS CONSTRUCTION INC.

(Seal)

By: 

KIERAN WOODS

Bid Form

00 41 00 - 4

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NON-COLLUSION AFFIDAVIT

State of California

County of SAN FRANCISCO

KIERAN J. WOODS, being first duly sworn, deposes and say that he or she is of K.J. WOODS CONSTRUCTION INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed persons, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the 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; 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 the 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 the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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.



Signature

KIERAN WOODS

Name of Bidder

PRESIDENT

Title

2/20/19

Date

Subscribed and sworn to before me this

4th day of March, 2020

Signature of Notary Public in and for

The County of San Francisco

State of California



END OF SECTION 00 45 19

Non-Collusion Affidavit

00 45 19 - 2

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

Date: 2/21/20

K.J. WOODS CONSTRUCTION INC.
Contractor

By: 
Signature

PRESIDENT
Title

Attest:

By: 
Signature

See
Title

END OF DOCUMENT 00 45 26

PROPOSAL

R.C. Shay & Co., Inc.
Highway, Street, & Parking Improvements
P.O. Box 430
Redwood City, CA 94064-0430
Phone: (650) 368-9667 Fax: (650) 368-1016
License No. 319168

Proposal Submitted To K.J. Woods Inc.	Phone	Date 2/20/2020
Fax Number cleo@kjwoods.com	Job Name Del Monte Blvd Sewer Line	
Attention Conor Leo	Job Location Seaside, CA	

We Propose hereby to furnish materials and labor – complete in accordance with specifications below, for the sum of:

Fourteen Thousand Nine Hundred Dollars

\$14,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance. PLEASE NOTE: We are unable to provide a per project aggregate endorsement on our insurance policy.

Authorized Signature

Jaimie Ayers

Print Name

Jaimie Ayers

Note: This proposal may be withdrawn by us if not accepted within 90 days.

We hereby submit specifications and estimates for:

Locations: **Del Monte Blvd**
Tioga Ave
La Salle Ave
Fremont Blvd

Remove and replace damaged striping per specifications

Total Proposal Amount

\$14,900.00

Note:

***Work to be completed during normal business hours.**

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

2/20/2020

K.J. Woods Construction, Inc
Chris Reilly
1485 Bayshore Blvd.
San Francisco, CA 94124

RE: Epoxy Lining Sanitary Sewer manholes

Hello Chris:

Thank you for your inquiry.

KJ Woods is an approved contractor and has completed the requirements for installing HYDRO-POX on Sanitary Sewer Structures.

As you know, we have received approvals Nation-wide for restoration of Sanitary Sewer Manholes. Those include the Los Angeles County Sanitation test ("The Reddner Test") passed in 1993. Approval from Miami-Dade in 1999, both of which were 1 year live field tests. More recently in another 2 year live study conducted at the Hyperion treatment plant in Los Angeles by KTA-Tator, Inc. in conjunction with the Southern California Alliance of Publicly Owned Treatment Works (SCAP), Con-Tech's HYDRO-POX System was quoted in the executive summary as follows, "After two years gas vapor exposure, only one coating system did not exhibit any defect. The remaining eight systems exhibited either blistering, cracking, or a reduction in pull off adhesion strength."

If you or your customers have any questions you can contact me directly.

Thank you for your ongoing business.

Regards,


Steven Williams, President
Con-Tech of California, Inc.
2211 Navy Dr.
Stockton, CA 95206
209-482-3355
sw@hydro-pox.com



02/21/2020

K.J. Woods Construction, Inc
Chris Reilly
1485 Bayshore Blvd.
San Francisco, CA 94124

RE: Del Monte Boulevard and Sewer Line Upgrade

Hello Chris:

Thank you for your inquiry.

HYDRO-POX 212 GL meets the requirements of the above-mentioned project for 100 %
Solids Epoxy Manhole Linings

HYDRO-POX has received approvals Nation-wide for restoration of Sanitary Sewer Manholes. Those include the Los Angeles County Sanitation test ("The Reddner Test") passed in 1993. Approval from Miami-Dade in 1999, both of which were 1 year live field tests. More recently in another 2 year live study conducted at the Hyperion treatment plant in Los Angeles by KTA-Tator, Inc. in conjunction with the Southern California Alliance of Publicly Owned Treatment Works (SCAP), Con-Tech's HYDRO-POX System was quoted in the executive summary as follows, "After two years gas vapor exposure, only one coating system did not exhibit any defect. The remaining eight systems exhibited either blistering, cracking, or a reduction in pull off adhesion strength."

If you or your customers have any questions you can contact me directly.

Thank you for your ongoing business.

Regards,

A handwritten signature in black ink, appearing to read "Steven Williams", is written over the typed name.

Steven Williams, President
Con-Tech of California, Inc.
2211 Navy Dr.
Stockton, CA 95206
209-482-3355
sw@hydro-pox.com



PureEpoxy Structural Rehabilitations

NeoPoxy International
27057 Industrial Blvd
Hayward, CA 94545
Ph: 510.782.1290, Fax: 510.782.1292
www.NeoPoxy.us

50-Year Design Life

— Epoxy STRUCTURAL Liners —

For Waste Water Applications



Environmentally Safe PureEpoxy Resins
Pressure Pipelines, Sewer Pipes, Manholes
Sumps, Wetwells, Vaults, Water Tanks, Crack Injection



FAQ



- Wastewater
- CIPP
- Heat Resistant
- PVC Adhesive
- Mechanical Testing
- Project References
- Case History
- Custom Chemicals

Work Area	Contractors
Alabama	Insituform Technologies, Inc.
Alaska	Construction Unlimited, Inc. American Mechanical Inc.
Arizona	Manhole Coating LLC. Insituform Technologies, Inc. SAK Construction, Inc. KCR
Arkansas	Insituform

California	Technologies, Inc. SAK Construction, Inc.
	Michels Services, Inc. Insituform Technologies, Inc. SAK Construction, Inc. Spiniello Companies The Ross Valley Sanitary District LA County Sanitation Department California Trenchless, Inc. Sancon Engineering Miksis Services, Inc. Rolfe Construction LACSD Lucas Builders Christian Brothers Lining KEC Engineering, Inc. Downstream Services, Inc. LNA Concrete Structures GRS, Inc. Mercer-Frazer, Inc. Nor-Cal K.J. Woods Construction
Colorado	SAK Construction, Inc. Insituform Technologies, Inc.

Deborah J. Wilson
 wilson@oles.com

March 9, 2020

Email & Overnight Delivery
WhildenM@co.monterey.ca.us

Michael Whilden
 c/o Monterey County Counsel Office
 168 W. Alisal Street, Third Floor
 Salinas, California 93901

Re: Seaside County Sanitation District, Department of Public Works
 Del Monte Boulevard Sewer Line Upgrade Project
 Bids Opened 3:00PM, February 21, 2020
 Rebuttal to KJ Woods Response to Bid Protest of Specialty Construction, Inc.

Dear Mr. Whilden:

On behalf of Specialty Construction, Inc. ("Specialty"), we respectfully provide this limited rebuttal to the Response of K.J. Woods Construction, Inc. ("KJ Woods"), dated March 6, 2020, to Specialty's February 27 protest of KJ Woods' nonresponsive bid and the award to it of the Del Monte Boulevard Sewer Line Upgrade project ("Project") by the Seaside County Sanitation District ("District").

A. The lack of an authorized signature for KJ Woods, a corporation, on three bid forms is contrary to the District's Bid Documents and not waivable.

The District's Instructions to Bidders set forth the District's requirements for the Preparation and Submission of Bids, expressly requiring that signatures be in longhand:

A. Bids shall be submitted on the Bid Form bound herein, or exact duplicates. All bid items and statements shall be properly filled out in accordance with these Instructions, the Invitation to Bid and Section 01 20 00, Price and Payment Procedures, of these Specifications. Numbers shall be stated both in words and in figures where so indicated, and the signatures of all persons signing shall be in longhand.

(Instructions to Bidders, 00 21 13-2, Para. IB-04 A, emphasis added.)

Contrary to the District's Instructions to Bidders, KJ Woods argues that the defect in the three bid forms which KJ Woods failed to sign can be cured, or "deemed signed", by a signature that "is typed, lithographed, rubber-stamped or printed." (KJ Woods 3/6/20 Response, at ¶A, pg. 1.) Setting aside that this argument contradicts the District's Instructions to Bidders, each of the

three bid forms at issue in the bid protest bears no mark or indication of an intended signature at all. As stated in one of the cases cited by KJ Woods, if intended as a signature, “the intention must appear on the face of the document itself and ‘proof of such intention may not rest in parol.’” (*Marks v. Walter G. McCarty Corp.* (1949) 33 Cal.2d 814, 821 (holding a contract for sale of real property that was printed on corporate letterhead but not subscribed by the party to be charged did not satisfy the statute of frauds and could not be enforced).)

In addition, KJ Woods is a corporation, a legal entity that must necessarily transact business and enter into contracts through its authorized representatives. (Cal.Corp.Code §313; *Snukal v. Flightways Manufacturing, Inc.* (2000) 23 Cal.4th 754, 779-781 (the contract signature by a single corporate officer not necessarily sufficient to bind the California corporation under Section 313).) None of the authorities that were string-cited by KJ Woods stands for the proposition that the lack of an authorized signature for a corporation can be cured by the instrument being “deemed signed” and the corporation thereby being bound.

With respect to KJ Woods’ request that the District waive its failure to sign three bid forms as a minor irregularity, the holding in *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175, 1179, cited by KJ Woods, is distinguishable. The bid in *Menefee* involved a single missing signature on the bid form. The *Menefee* court distinguished the facts of that case from the case of *Williams v. Bergin* (1900) 129 Cal. 461, which was cited in Specialty’s February 27 bid protest, as follows:

The bid in the present case is distinguishable because the executing signature is the only part that is missing. Even if incorporation of the bid bond signature into the bid is precluded by California law, the absence of only one signature in an otherwise complete bid should be waivable by the public entity.

(*Menefee, supra* at 1180.)

Unlike the bidder in *Menefee*, KJ Woods failed to sign three bid forms, not one. *Menefee* does not support a determination that KJ Woods’ failure to sign three bid forms is a minor irregularity that is waivable by the District. In addition to failing to sign the bid form, KJ Woods failed to sign the Non-Collusion Affidavit, Document 00 45 19, an important document that the District’s Instructions to Bidders required all bidders to complete and execute. The unsigned Non-Collusion Affidavit in KJ Woods’ bid does not identify KJ Woods in the signature line.

KJ Woods’ argument that there was no “legal requirement” to execute Bid Form 00 45 26-1, based on Labor Code sections 1860 and 1861, is another example of KJ Woods invalid position that it can ignore and fail to comply with the District’s Instructions to Bidders and not have its bid determined to be nonresponsive. Bid Form 00 45 46-1 states: “Execute the following form as required by the California Labor Code, Sections 1860 and 1861.” KJ Woods failure to execute the three required bid forms renders its bid nonresponsive.

Mr. Michael Whilden
Monterey County Counsel Office
March 9, 2020
Page 3

B. KJ Woods obtained a bidding advantage by not signing three bid forms.

KJ Woods argues it did not obtain a bid advantage by not signing three required bid forms, which is not correct. KJ Woods gained a competitive advantage of saving time for submitting its bid that other bidders did not have. Other bidders were required by the bidding instructions to submit properly executed forms and ensure submission and signature of all required bid documents.

To have fair competitive bids, public owners must provide bidders with the same bidding instructions and documents on which to bid. "The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition." (*Konica Business Machines U.S.A. Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449, 456; Cal. Public Contract Code §100.) "Bidders cannot be required to guess at the standards by which they will be measured." (*Eel River Disposal & Res. Recovery, Inc. v. Humboldt* (2013) 221 Cal.App.4th 209, 235.)

By failing to sign three required bid forms, KJ Woods' bid did not promise to do what the bidding instructions demanded, and is nonresponsive. These deviations in KJ Woods' bid gave KJ Woods a competitive advantage, and thus, cannot be waived. KJ Wood's bid must be rejected as nonresponsive, and the contract must be awarded, if at all, to SCI, the lowest responsive and responsible bidder.

Conclusion.

Upon due consideration of the above, the Seaside County Sanitation District should reach the determination that the bid of K.J. Woods Construction, Inc. must be rejected as non-responsive, and award the contract to Specialty Construction, Inc., as the lowest responsive and responsible bidder.

Sincerely,



Deborah J. Wilson

cc: Michael Lum – by email
Specialty Construction, Inc. – by email



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: March 17, 2020

SUBJECT: APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$322,300) TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT FOR THE DEL MONTE SEWER REPLACEMENT PROJECT

PURPOSE

The purpose of this item is for the District's Board to consider amending an agreement with Harris & Associates to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving an amendment to the Professional Services Agreement with Harris & Associates for an amount not to exceed Three Hundred Twenty-Two Thousand Three Hundred Dollars (\$322,300) to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Amendment.

BACKGROUND

The Del Monte Boulevard Sewer Main Replacement Project proposes to replace and re-route an existing sewer main in Fremont Boulevard (Near Term Project No. 5, Sewer

Master Plan and Rate Study, 2011). The existing sewer main has potential for overflow due to insufficient capacity. Relocating the new sewer in Del Monte Boulevard allows for multiple existing sewer mains to be abandoned and consolidated, and limits construction in Fremont Boulevard, which is costly due to the thickness of the existing asphalt concrete pavement and concrete in the roadway. The total length of the proposed 15-inch diameter sewer main is approximately 3,200 linear feet. The proposed sewer main is sized to accept future flows. In addition, the Project includes re-routing the Tioga Lift Station wastewater flows through a new gravity sewer main in Tioga Avenue and tie into the new sewer main on Del Monte Boulevard. This component includes the construction of nearly 900 linear feet of sewer main, and abandonment of the Tioga Lift Station.

A single, non-mandatory pre-bidding conference and site visit was conducted on February 5, 2020. On February 21, 2020, the District publicly received and opened bids for the Del Monte Boulevard Sewer Main Replacement Project. Three (3) bids were received from the following contractors: (1) Anderson Pacific Engineering Construction, Incorporated, (2) K.J. Woods Construction, Incorporated, and (3) Specialty Construction, Incorporated. The low bid was from K.J. Woods Construction, Incorporated in the amount of three million three hundred thirty-eight thousand dollars (\$3,338,000).

The project is scheduled to take 6 calendar months to complete and requires daily oversight of the contractor. The District does not have the resources to support the project. At the request of District staff, Harris & Associates submitted a proposal to provide construction management and inspection services. The services include project management, inspection and material testing services and provide in excess of 1,600 hours of specialized and knowledgeable oversight.

It is recommended the Board adopt the attached resolution approving an Amendment to a Professional Services Agreement with Harris & Associates for construction management and inspection services and authorize the District Manager to execute the Amendment.

FISCAL IMPACT

The proposed Amendment to the Professional Services Agreement with Harris & Associates is a not-to-exceed amount of Three Hundred Twenty-Two Thousand Three Hundred Dollars (\$322,300).

The Fiscal Year 2019/2020 Budget for Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) is \$3,200,000. The Del Monte Sewer Replacement project has expended approximately \$78,500 in design costs during the current fiscal year. The project will require extensive construction management and specialized design support during construction from Harris & Associates and the Wallace Group respectively. The combined fiscal impact for the Construction Contract Agreement with K.J. Woods

Construction, Incorporated, with a 10% contingency, the Construction Management and Inspection Services with Harris & Associates, the Engineering Support During Construction (ESDC) services with Wallace Group, results in a proposed revised budget of \$4,200,000.

As of June 30, 2019, there were available cash assets of \$8,178,000. District revenue is anticipated to be approximately \$2,380,000. The District has encumbered approximately \$2,080,000 for lift station upgrades and an additional \$1,700,000 for the Canyon Del Rey Sewer Replacement project. District operating and other expenses are anticipated to total approximately \$1,115,000, resulting in an approximate available cash balance of \$5,663,000.

Based upon the lowest bid and the available assets, it is recommended to amend the FY 2019/2020 budget for the Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) to \$4,200,000 and authorize the District manager to execute an Amendment with Harris & Associates for an amount not to exceed of Three Hundred Twenty-Two Thousand Three Hundred Dollars (\$322,300).

ATTACHMENTS

1. Resolution
 2. Contract Amendment
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 2020-XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS &
ASSOCIATES IN THE AMOUNT OF THREE HUNDRED TWENTY-TWO THOUSAND
THREE HUNDRED DOLLARS (\$322,300) TO PROVIDE CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE BOULEVARD
SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, the Seaside County Sanitation District (“District”) has a Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2019/2020; and

WHEREAS, the District has determined that it is in the public interest to proceed with the CIP Project No. 5 “Del Monte Boulevard Sewer Line Upgrade Project”, hereinafter described as the “Project”; and

WHEREAS, on May 9, 2017, the District’s Board adopted a resolution awarding a Professional Services Agreement to Harris and Associates to provide professional project management services for the implementation of the Capital Improvement Program; and

WHEREAS, it is necessary for the District to retain Construction Management and Inspection Services throughout the duration of the Project; and

WHEREAS, on February 26, 2020, Harris & Associates submitted a Proposal for performing the additional professional services in support of the Project; and

WHEREAS, the District has determined that the proposed Scope of Work and Budget are reasonable and within the approved CIP Scope of Work and Budget for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the amendment to the Professional Services Agreement with Harris & Associates for an amount not-to-exceed Three Hundred Twenty-Two Thousand Three Hundred Dollars (\$322,300) to provide construction management and inspection services as described in the amendment attached for the Del Monte Boulevard Sewer Main Replacement Project.

PASSED AND ADOPTED at a **special** meeting of the Seaside County Sanitation District duly held on the 17th day of March 2020, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Lesley Milton-Rerig, District Clerk
Seaside County Sanitation District

CONTRACT AMENDMENT #11
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

Date: March 10, 2020

Change Requested by: X District Consultant

Contract Date

May 30, 2017

Project Name

Capital Improvements Projects Management

To (Consultant): Harris & Associates, 2 Salinas Street, Suite B, Salinas, CA 93901

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

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

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

Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6, Exhibit A7, Exhibit A8, Exhibit A9, Exhibit A10 and A 11.

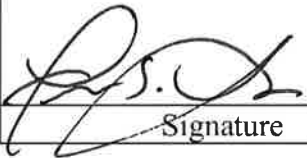
MODIFY the following text in **Section 21, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6, Exhibit A7, Exhibit A8, Exhibit A9, Exhibit A10 and A 11 hereto.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$41,880.00	\$750,011	\$322,300	\$1,114,191
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
36 Months	June 30, 2020	0	June 30, 2021

CONTRACT AMENDMENT #11
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

SUBMITTED BY:		
	Scott Ottmar Acting District Engineer	March 10, 2020
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank S. Lopez Senior Director, Engineering Services	March 11, 2020
Signature	Name and Title	Date



February 26, 2020

Scott Ottmar, PE
District Engineer
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

Scope and Fee to Provide Construction Management, Inspection and Materials Testing Services for the Del Monte Blvd Sewer Main Replacement Project

Dear Scott:

The District is in the process of awarding a construction contract for the Del Monte Blvd Sewer Main Replacement project. This proposal is to assist the District with providing Construction Management, Inspection and Materials Testing Services for this project.

The following includes our scope of services and corresponding level of effort.

SCOPE OF SERVICES

Harris agrees to provide Construction Management, Inspection and Materials Testing Services for the Del Monte Blvd Sewer Main Replacement project as set forth below:

Task Description	Our Approach	Deliverables
1.0 Project Management		
1.1 Project Coordination and Meetings	Our Project Manager, Jason Caprio, will continue to meet with the District on a regular bases and will coordinate with the contractor, design consultant and CM Team. Jason will also be involved with the Pre Construction Phase. Management of this contract and submittal of project invoices for services rendered.	N/A
1.2 Monthly Progress Reports	A brief progress report will accompany each monthly Harris invoice. It will discuss budget and schedule status, issues resolved and unresolved, and "next steps."	Monthly progress report.

Exhibit A 11

Task Description	Our Approach	Deliverables
2.0 Construction Management		
2.1 Preconstruction	Construction management team members will conduct the preconstruction meeting and coordinate with the selected contractor.	Meeting notes.
2.2 Construction Management and Inspection Services	Project Administration including preparation of progress pay estimates, preparation of contract change orders, and documentation of construction progress, daily quality control inspection and measurement and tracking of quantities of work completed. Provide daily construction inspection. Record information related to: work performance; instruction given/received; construction activities in process, completed, started, etc.; deficiencies noted; problems encountered and resolution notification, actions taken; and notes/notations/redlines of field changes. Serve as general field liaison between Contractor and District staff. Assist District in maintaining good relations with residents and businesses in the surrounding neighborhoods. Perform final inspection; including recommendation and scheduling with appropriate stakeholders. Harris will prepare, distribute, and inspect corrections for the final punch list for completion and acceptance.	Progress reports, daily diaries, quantity records, resolution notifications.
2.3 Materials Testing	We have teamed with Pacific Crest Engineering to provide Materials Testing Services for the Trench Backfill. We allocated an allowance for their effort.	Material Testing Reports
2.4 Project Closeout	Oversee completion of As-built drawings, preparation of final Pay Estimate. Provide a final report. The report will include all Daily Inspection Reports, documentation for testing of installed facilities, photos and redline plan review.	As-Built drawings and inspection binder.

PROJECT SCHEDULE

Based on the latest schedule provided the design engineer in the contract documents, it is our understanding construction of this project will span approximately 180 consecutive days for substantial completion and 210 consecutive days for construction. Construction is expected to begin on April 9th, 2020; we have based on our level of effort on this schedule.

PROPOSED FEES

The proposed fee for the subject Scope of Work is \$322,300, which includes materials testing services. For a detailed breakdown on Scope of Services, personnel categories, and estimated labor hours, please see the attached Fee Breakdown.

We look forward to working with the District on this important project.

Sincerely,
Harris & Associates, Inc.



Frank S. Lopez, PE, QSD, CFM
Senior Director
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Enclosures:

- (1) Attachment 1: Level of Effort

Exhibit A 11

Seaside County Sanitation District - Del Monte Blvd Sewer Main Replacement Project

February 26, 2020

Project Schedule		2020								
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	Calendar days	31	30	31	30	31	31	30	31	30
	Work days	22	22	20	22	22	21	21	21	19
	Hrs	176	176	160	176	176	168	168	168	152
	Pre-Construction									
	Construction									
	Closeout									

Estimated Fees													
Positions	Name	Rate										Hours	Fee
Project Manager	Caprio	\$210.00	24	12	12	12	12	12	12	24	8	128	\$ 26,880.00
Construction Management	Seanez	\$185.00	44	44	40	44	44	42	42	44	8	352	\$ 65,120.00
Inspector (Prevailing Wage)	C.Lopez	\$185.00		176	160	176	176	168	168	80		1104	\$ 204,240.00
Construction Admin	Rodriguez	\$100.00	24	8	8	8	8	8	8	24		96	\$ 9,600.00
Monthly Subtotal			92	240	220	240	240	230	230	172	16	1680	
												Total Harris Fee	\$ 305,840.00
Materials Testing	Pacific Crest	As-needed											\$ 15,000.00
												10% Sub Markup	\$ 1,500.00
												Total ODC's	\$ 16,500.00
												Total Estimated Fee	\$ 322,300.00

Notes and Assumptions:

Fees are based on a preliminary construction schedule provide by the Design Consultant

Fees are based on 2hrs for CM and 8hrs for inspection per day during construction

Holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas

Should actual schedule require more or less construction management services than proposed, adjustments to this estimate will be required.

Overtime, weather, holidays and potential time extensions or delays will result in additional construction management efforts.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: March 17, 2020

SUBJECT: APPROVE AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY DOLLARS (\$86,060) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

PURPOSE

The purpose of this item is for the District's Board to consider approval of an amendment to the Design Professional Services Agreement with Wallace Group to provide additional professional engineering and technical services for engineering support during construction of the Del Monte Boulevard Sewer Main Replacement Project.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving an amendment to the Design Professional Services Agreement with Wallace Group for an amount not to exceed Eighty-Six Thousand Sixty Dollars (\$86,060) to provide additional professional engineering and technical services for engineering support during construction for the Del Monte Boulevard Sewer Main Replacement Project and authorizing the District Manager to execute the Amendment.

BACKGROUND

The Del Monte Boulevard Sewer Main Replacement Project proposes to replace and re-route an existing sewer main in Fremont Boulevard (Near Term Project No. 5, Sewer Master Plan and Rate Study, 2011). The existing sewer main has potential for overflow due to insufficient capacity. Relocating the new sewer in Del Monte Boulevard allows

for multiple existing sewer mains to be abandoned and consolidated, and limits construction in Fremont Boulevard, which is costly due to the thickness of the existing asphalt concrete pavement and concrete in the roadway. The total length of the proposed 15-inch diameter sewer main is approximately 3,200 linear feet. The proposed sewer main is sized to accept future flows. In addition, the Project includes re-routing the Tioga Lift Station wastewater flows through a new gravity sewer main in Tioga Avenue and tie into the new sewer main on Del Monte Boulevard. This component includes the construction of nearly 900 linear feet of sewer main, and abandonment of the Tioga Lift Station.

A single, non-mandatory pre-bidding conference and site visit was conducted on February 5, 2020. On February 21, 2020, the District publicly received and opened bids for the Del Monte Boulevard Sewer Main Replacement Project. Three (3) bids were received from the following contractors: (1) Anderson Pacific Engineering Construction, Incorporated, (2) K.J. Woods Construction, Incorporated, and (3) Specialty Construction, Incorporated. The low bid was from K.J. Woods Construction, Incorporated in the amount of three million three hundred thirty-eight thousand dollars (\$3,338,000).

The project is scheduled to take 6 calendar months to complete and the District does not have the resources to support the project. At the request of District staff, the Wallace Group submitted a proposal to provide engineering design support during construction. The services include attending construction meetings, responding to requests for information/clarification, reviewing and approving submittals, perform substantial completion and final inspections in the field, compile inspection punch lists, and prepare record drawings.

It is recommended the Board adopt the attached resolution approving an Amendment to a Professional Services Agreement with the Wallace Group for design support during construction and authorize the District Manager to execute the Amendment.

FISCAL IMPACT

The proposed Amendment to the Professional Services Agreement with Wallace Group is a not-to-exceed amount of Eighty-Six Thousand Sixty Dollars (\$86,060).

The Fiscal Year 2019/2020 Budget for Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) is \$3,200,000. The Del Monte Sewer Replacement project has expended approximately \$78,500 in design costs during the current fiscal year. The project will require extensive construction management and specialized design support during construction from Harris & Associates and the Wallace Group respectively. The combined fiscal impact for the Construction Contract Agreement with K.J. Woods Construction, Incorporated, with a 10% contingency, the Construction Management and Inspection Services with Harris & Associates, the Engineering Support During

Construction (ESDC) services with Wallace Group, results in a proposed revised budget of \$4,200,000.

As of June 30, 2019, there were available cash assets of \$8,178,000. District revenue for the current fiscal year is anticipated to be approximately \$2,380,000. The District has encumbered approximately \$2,080,000 for lift station upgrades and an additional \$1,700,000 for the Canyon Del Rey Sewer Replacement project. District operating and other expenses are anticipated to total approximately \$1,115,000, resulting in an approximate available cash balance of \$5,663,000.

Based upon the lowest bid and the available assets, it is recommended to amend the FY 2019/2020 budget for the Del Monte Boulevard Sewer Main Replacement Project (953-8820-9214) to \$4,200,000 and authorize the District manager to execute an Amendment with the Wallace Group for an amount not to exceed Eighty Six Thousand and Sixty Dollars (\$86,060).

ATTACHMENTS

1. Resolution
 2. Amendment 2
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 2020-XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE
GROUP IN THE AMOUNT OF EIGHTY-SIX THOUSAND SIXTY DOLLARS (\$86,060) TO
PROVIDE ENGINEERING SERVICES DURING CONSTRUCTION FOR THE DEL
MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, the Seaside County Sanitation District (“District”) has a Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2017/2018; and

WHEREAS, the District has determined that it is in the public interest to proceed with the CIP Project No. 5 “Del Monte Boulevard Sewer Line Upgrade Project”, hereinafter described as the “Project”; and

WHEREAS, the District has determined that the Project requires professional and technical services; and

WHEREAS, Wallace Group is on the District’s approved list of Design Consultants to perform professional and technical services for implementation of the CIP for the District; and

WHEREAS, on March 6, 2020, Wallace Group submitted a Proposal for performing the additional professional engineering services in support of the Project; and

WHEREAS, the District has determined that the proposed Scope of Work and Budget are reasonable and within the approved CIP Scope of Work and Budget for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the amendment to the Professional Design Services Agreement with Wallace Group for an amount not-to-exceed Eighty-Six Thousand Sixty Dollars (\$86,060) to provide additional professional and technical services as described in the amendment attached for the Del Monte Boulevard Sewer Main Replacement Project.

PASSED AND ADOPTED at a **special** meeting of the Seaside County Sanitation District duly held on the 17th day of March 2020, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Lesley Milton-Rerig, District Clerk
Seaside County Sanitation District

CONTRACT AMENDMENT #1
Del Monte Boulevard Sewer Main Replacement
Seaside County Sanitation District

Date: March 10, 2020

Change Requested by: X SCSD Consultant

Contract Date

Project Name

May 8, 2018

Del Monte Boulevard Sewer Main Replacement

To (Consultant): Wallace Group, 612 Clarion Court, San Luis Obispo, Ca 93401

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

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

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

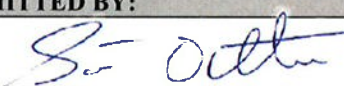
The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as attachments and are called "the Proposal":

Exhibit A – Del Monte Sewer Line Upgrade Project

Exhibit A-1- Del Monte Sewer dated August 7, 2019

Exhibit A-2 Del Monte Sewer Upgrade dated March 6, 2020

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$163,073.00	\$46,652	\$86,060	\$295,785
Original Contract Time	Original Completion Date	CCO Months To Add (Including This CCO)	Revised Completion Date
12 Months	May 8, 2019	24	May 8, 2021

SUBMITTED BY:		
	Scott Ottmar Acting District Engineer	March 10, 2020
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE:		
	Kari Wagner, <i>PE 660246</i> Director of Water Resources	August 7, 2019
Signature	Name and Title	Date

Exhibit A-2

CONTRACT AMENDMENT



Project Name: Del Monte Sewer Upgrade - Renewed Contract	CA No. 2
Client Name: Seaside County Sanitation District	Project/Phase No. 0876-0012
Attention: Scott Ottmar	Date: March 6, 2020
Address: 440 Harcourt Avenue, Seaside, California 93955	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed May 8, 2018. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

The Del Monte Boulevard Sewer Line Upgrade Project proposes to replace and re-route an existing sewer main (see SCSD Near-Term CIP #4 from the 2009 Sewer Master Plan). As outlined in said contract as amended by written amendments (the Agreement), Wallace Group provided professional services and prepared construction documents used by SCSD to competitively bid this project. The services provided to date by Wallace Group are outlined as Task 01, "Project Management and Administration" through Task 07, "Bid-Phase Services" in the Agreement.

On February 21, 2020, SCSD conducted a public opening of the bids and anticipates awarding a construction contract. As outlined below, this contract amendment proposes to provide additional professional services presented below as Task 08, "Engineering Services During Construction (ESDC)" to be provided during the construction phase of this project. The proposed budget included herein for the proposed additional task is estimated based on our experience of similar projects and is based upon the following assumptions:

1. Construction Contract Time:
 - a. Substantial Completion - 180 calendar days
 - b. Final Project Closeout will be completed within 30 calendar days of substantial completion.
2. Up to thirty-six (36) weeks for ESDC services will be provided. This accounts for potential items prior to construction NTP, construction, and final project closeout.
3. Submittals from the Contractor will be in substantial conformance with the form and content outlined in Section 00 72 00 and related sections of the construction document.
4. Construction Management (CM) will be provided by others. The CM team will facilitate all discussions between the parties, including between Wallace Group and the Contractor.
5. Construction Inspections (CI) will be provided by others. The CM team should facilitate RFI's and RFC's by the CI and present them to Wallace Group as necessary.
6. SCSD's CM or CI will provide all contractor oversight including review and approval of all pay requests, contract change orders, time & material force account work, etc.
7. The submittals will be routed by the CM team through an open on-line portal.
8. The items excluded from this proposal are as described in the Agreement as "Items Not Included in Scope of Services" unless included in writing, below. Items also excluded are:
 - a. Professional Land Surveyor services
 - b. Construction Staking services
 - c. Geotechnical services
 - d. Utility location services
9. A total of thirty-one (31) submittals are anticipated. The level of effort for reviewing these submittals is shown in the estimated hours under Task 8.2, "Submittal/Shop Drawing Review," and generally assumes one (1) review of the first submittals and up to one (1) review of half of the first submittal estimate, above. Additional review time or reviews of additional submittals may be negotiated as additional work.
10. Due to the indeterminate nature of ESDC services that may be requested by SCSD, it is understood that the actual services requested by SCSD may differ from that what is proposed.

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WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Therefore, the ESDC services provided by the Wallace Group will be performed on a time-and-materials basis up to the total budget authorization in the Agreement.

Task 08 Engineering Services During Construction (ESDC)

Task 8.1 Project Management

Wallace Group will perform general project management, administration, and coordination of the subject Project to proceed through a traditional delivery process. Wallace Group will communicate effectively and often, including telephone calls, email correspondence, and other tasks that require a time commitment, but are not specifically described below.

As part of the project management scope, Wallace Group will prepare a conform set of specifications and plans based on the addendums issued during bidding phase to be used as the official project PS&E package during construction.

Deliverables

- Conform Set Specifications

Task 8.2 Construction Meetings

A Wallace Group staff member will participate in weekly construction meetings to assist in answering questions and provide updates to relevant design issues, RFI's, and status of approvals. This proposal assumes that SCSD or their CM representative will facilitate the meetings and Wallace Group staff will participate by phone for all except one meeting. Wallace Group recommends that we attend the Pre-Construction Meeting in person. We have budgeted 20 hours for attending meetings under this task. Additional meetings may be attended in person as requested by SCSD with the understanding that a budget modification may be necessary.

Deliverables

- Response to comments as required

Task 8.3 Submittal/Shop Drawing Review

Wallace Group will review submittals for materials or processes for technical conformance with the contract documents. We will also review shop drawings for items specified in the technical specifications as well as vendor/supplier information, as relevant to the technical specifications. We have budgeted 144 hours for reviewing and providing comments to contractor submittals under this task. We will provide all communication through SCSD's CM representative.

Deliverables

- Review and provide comments on Contractor Submittals

Task 8.4 Request for Information/Clarification (RFI/RFC)

Wallace Group will review RFI's and RFC's for technical conformance and prepare a response to the Contractor. RFI and RFC's that have potential impacts on cost will be coordinated closely with SCSD prior to issuing a response. We have budgeted 65 hours for reviewing and providing comments to RFIs/RFCs under this task.

Deliverables

- Review and provide comments on Contractor RFIs/RFCs

Task 8.5 Periodic Observations

Wallace Group will conduct up to two (2) field observations of the Contractor's work for general conformance with the plans and specifications. These two field inspections are anticipated during the punch walks for substantial completion and final completion.

Exhibit A-2

CA #2 0876-0012
Seaside CSD
March 6, 2020
Page 3 of 3



Deliverables

- A pre-site inspection punch list
- A post-site inspection punch list

Task 8.6 Record Drawings & Project Closeout

Wallace Group will incorporate the Contractor's markups of the construction drawings into record drawings. No field inspection is anticipated during the project closeout.

Deliverables

- One (1) set record drawings (electronic AutoCAD file and one (1) Adobe PDF of the record drawings on a USB drive or available as direct download.
- Memo on project completeness

Budgetary Cost Estimate

Wallace Group will perform the services outlined above in accordance with our Standard Billing Rates. These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of eighty-six thousand five hundred fifty-five dollars (\$86,060) without receiving written authorization from the Client.

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☐ hourly (time & materials) \$
- ☐ progress billing: \$
- ☒ not-to-exceed w/o authorization: \$86,060

Revision(s) will be invoiced as:

- ☐ increase to an item within the existing contract
- ☒ a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation

Kari E. Wagner, PE C 66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

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