BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

May 6, 2025
6:00 PM

Benicia City Hall, Council Chambers
250 East L Street, Benicia, CA 94510

COURTESY ZOOM PARTICIPATION
https://us02web.zoom.us/j/88508047557?pwd=cHRsZlBrYlphU3pkODcycytmcFR2UT09
Meeting ID: 885 0804 7557
Password: 449303
Phone: 1 669 900 9128

1. **CALL TO ORDER (6:00 P.M.)**

2. **CONVENE OPEN SESSION**

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**
The fundamental rights of each member of the public can be found in the municipal code posted on the City's website and on a plaque that is posted at the entrance to this meeting per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. **ANNOUNCEMENTS**

6.A MAYOR'S OFFICE HOURS

RECOMMENDED ACTION: Mayor Young is maintaining an open office on the first and third Mondays of the month (except holidays) in the Mayor's office of City Hall from 4:30 to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

6.B CITY OF BENICIA OPENINGS ON BOARDS, COMMISSIONS AND COMMITTEES

RECOMMENDED ACTION: Applications for openings on Boards, Commissions and Committees are being accepted from Monday, April 7, 2025, at 8:00 a.m. until Monday. May 12, 2025, at 4:00 p.m. Applications can be found by going to the City's website, https://www.ci.benicia.ca.us/cbc, and clicking on the name of the Board, Commission or Committee you wish to apply for.
BCC Openings

7. **PROCLAMATIONS**

8. **APPOINTMENTS**

9. PRESENTATIONS

9.A BENICIA MAIN STREET

10. ADOPTION OF AGENDA

11. OPPORTUNITY FOR PUBLIC COMMENTS

How to Submit Public Comments for this City Council meeting:
Besides appearing in person and offering public comments, members of the public may provide public comment via Zoom, or to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate to which item of the agenda the comment relates to. Specific information follows:

- Comments received by 2:00 pm on the day of the meeting will be electronically forwarded to the City Council and posted on the City's website.

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

14.A MINUTES FROM THE APRIL 15, 2025 SPECIAL CLOSED SESSION AND REGULAR MEETINGS
April 15, 2025 Special City Council Meeting Minutes
April 15, 2025 Regular City Council Meeting Minutes

14.B RETROACTIVE SALARY ADJUSTMENT AND LONGEVITY REDUCTION OFFSET FOR PRIOR CITY MANAGER ERIK UPSON

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving and adopting publicly available pay schedules (Exhibit A) in accordance with the California Code of Regulations, Title 2, Section 570.5 retroactively increasing the salary and lowering the longevity pay in the Employment Agreement ("Agreement") for prior City Manager Erik Upson (Exhibit B).
Staff Report - Publicly Available Salary Schedule and Upson Agreement Amendment
1. Resolution - Publicly Available Salary Schedules and Second Amendment to Upson Employment Agreement

14.C ACCEPTANCE OF THE WASTEWATER TREATMENT PLANT PRIMARY TREATMENT REHABILITATION PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the Project, Project No. 19-13, as complete, authorizing the City Manager to sign the Notice of Completion

(Attachment 2) and authorizing the City Clerk to file said notice with the Solano County Recorder.
Staff Report - Acceptance of WWTP Primary Treatment Project
1. Resolution - Acceptance of WWTP Primary Treatment Project
2. Notice of Completion

14.D APPROVAL OF PURCHASE OF OUTDOOR FURNITURE, AMENITIES AND SHADE STRUCTURES FOR JACK LONDON PARK

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving the purchase of outdoor furniture, amenities and shade structures for Jack London Park in the amount of $225,600.32 and authorizing the City Manager and Finance Director to sign the purchase order on behalf of the City.
Staff Report - Approval of Purchase of Outdoor Furniture, Amenities and Shade Structures for Jack London Park
1. Resolution - Approval of Purchase of Outdoor Furniture, Amenities and Shade Structures for Jack London Park
2. Proposal - Landscape Structures

14.E AWARD OF CONSTRUCTION CONTRACT AND APPROVAL OF NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE INDUSTRIAL WAY SEWER REPLACEMENT PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the bids for the Project, awarding the construction contract to A3 Pipeline of San Francisco (Attachment 2), in the amount of $378,506, authorizing the City Manager to sign the construction contract on behalf of the City, authorizing the Project Manager to sign Contract Change Orders up to 20% Contingency, and approving a Notice of Exemption (Attachment 3) under the California Environmental Quality Act (CEQA) Guidelines.
Staff Report - Award of Construction Contract Industrial Way Sewer Repair
1. Resolution - Industrial Way Sewer Replacement Project
2. Construction Contract with A3 Pipeline
3. Notice of Exemption - Industrial Way Sewer Replacement Project

14.F APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH UNICO ENGINEERING, INC. AND APPROVAL OF TASK ORDER NO. 2 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FY 2025/26 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving an Amendment (Attachment 2) to the Master Professional Construction Management and Inspection Services Agreement with Unico increasing the payment limit from $400,000 to $800,000; approving of Task Order No. 2 (Attachment 3) for the Construction Management Services for the Project; and authorizing the City Manager to execute the amendment and task order on behalf of the City.
Staff Report - Approval of Second Amendment to Agreement and Task Order 2 with Unico

1. Resolution - Second Amendment to Agreement with Unico Engineering, Inc.
2. Second Amendment to Agreement - Unico Engineering, Inc.
3. Task Order No. 2 - Unico Engineering, Inc.
4. First Amendment to Master Professional Agreement - Unico Engineering, Inc.
5. Master Professional Agreement - Unico Engineering, Inc.

14.G APPROVAL OF FOURTH AMENDMENT TO AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR FIRE PLAN CHECK AND INSPECTION SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the fourth amendment of an agreement with TRB and Associates, Inc. for fire plan check and inspection services to increase the not-to-exceed amount from $99,999 to $110,000 and authorizing the City Manager to execute the amendment on behalf of the City.

Staff Report - Amendment to TRB Fire Inspection Services Agreemeent
1. Resolution - Approval of Fourth Amendment to Agreement with TRB
2. Original Agreement with TRB
3. First Amendment to Agreement
4. Second Amendment to Agreement
5. Third Amendment to Agreement
6. Draft Fourth Amendment to Agreement

14.H APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

15. BUSINESS ITEMS

15.A APPROVE LIST OF STREETS FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT TO RECEIVE MEASURE F AND FY 25/26 SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the List of Streets (Project List) for Project (Exhibit A), and City of Benicia Pavement Zones Map (Attachment 2).

Staff Report - FY 2627 Citywide Pavement Rehabilitation Project Streets List
1. Resolution - FY 2627 Citywide Pavement Rehabilitation Project Streets List
2. Benicia PCI Map with Zones (Updated 11.27.24)

15.B FY 2025/26 AND FY 2026/27 BUDGET STUDY SESSION - COMMUNITY GRANTS

RECOMMENDED ACTION: Receive the presentation and recommended grants awards for the Community Grants Program for FY 2025/26 (FY26) and FY 2026/27 (FY27). Provide direction to staff on the proposed agreements awarding FY26 grants and FY27 grants being contingent on City revenue not falling more than 10 percent.

Staff Report - FY26 & FY27 Budget Study Session 1
1. Resolution 25-21 and Budget Development Policy
2. ACC Grantee Recommendations
3. CSC Grantee Recommendations

16. ADJOURNMENT(9:00 P.M.)

Public Participation

The City of Benicia welcomes your interest and involvement in the City's legislative process. Persons wishing to address the Council, Board, Commission or Committee (CBCC) are asked to voluntarily complete a speaker request form, available at the entrance of Council Chambers, and submit it to the meeting Secretary/City Clerk. Speakers, addressing the CBCC at the time the item is considered, are requested to restrict their comments to the item as it appears on the agenda and stay within the three-minute time limit. The Brown Act does not permit the CBCC to take action on items brought up during the Public Comment period.

As a courtesy, and technology permitting, members of the public may participate remotely. Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. Meetings will not be cancelled due to technical difficulties. The meeting can also be observed on Cable T.V. Broadcast - Check with your cable provider for your local government broadcast channel, or livestream online at www.ci.benicia.ca.us/agendas.

Americans with Disabilities Acts

The City of Benicia is committed to providing meeting facilities that are accessible to persons with disabilities. Meeting materials in alternative formats, a sign language interpreter, real-time captioning, assistive listening devices or other accommodations can be requested by calling (707) 746-4200 or by emailing ADACoordinator@ci.benicia.ca.us, at least four working days prior to a meeting. Assistive listening devices may be obtained at the meeting.

Meeting Procedures

Pursuant to Government Code Section 65009, if you challenge a decision of the CBCC in court, you may be limited to the issues raised during the meeting or in written correspondence delivered to the CBCC by the meeting. You may also be limited to a ninety (90) day statute of limitations when challenging certain administrative decisions, including any final decisions regarding planning or zoning.

The decision of the CBCC is final as of the date of its decision unless judicial review is initiated pursuant to Code of Civil Procedure Section 1094.5. Any such petition for judicial review is subject to the provisions of Code of Civil Procedure Section 1094.6

Public Records and Writings Received After Agenda Posting

A printed version of the agenda packet for this meeting is available at the Benicia Public Library during regular working hours. To the extent feasible, the agenda packet and any writing or documents related to an agenda item for this meeting provided to the CBCC, will be made available for public inspection on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." A complete recording of each meeting is available online at www.ci.benicia.ca.us/agendas.

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213
Mayor Steve Young: SYoung@ci.benicia.ca.us
Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us
Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us
Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us
Council Member Terry Scott: TScott@ci.benicia.ca.us

City of Benicia
Openings on Boards, Commissions and Committees

Applications for openings on Boards, Commissions and Committees are being accepted from Monday, April 7, 2025, at 8:00 a.m. until Monday. May 12, 2025, at 4:00 p.m. Applications can be found by going to the City's website, https://www.ci.benicia.ca.us/cbc, and clicking on the name of the Board, Commission or Committee you wish to apply for.

Boards, Commissions or Committees currently accepting applications, along with descriptions of each Board, Commission or Committee, are provided on the following pages.

Appointments to Boards, Commissions and Committees may be full or partial term. Full terms are from August 1, 2025 to July 31, 2029.

For more information contact the City Manager's Office at (707) 746-4228.

ARTS AND CULTURE COMMISSION	
7 Members: 4-Year Terms	
The Commission works cooperatively with Council, City Boards, Commissions, and other public and private organizations in creating and promoting art and cultural programs and activities within the city.	
Applications are Being Accepted for the Following Openings	
Term	**Dates**
1 Partial Term	8/1/25 – 7/31/26
4 Full Terms	8/1/25 – 7/31/29

BOARD OF LIBRARY TRUSTEES	
5 Members: 3-Year Terms	
The Board is responsible for making and enforcing rules, regulations and bylaws necessary for the administration, government and protection of the public library.	
Applications are Being Accepted for the Following Openings	
Term	**Dates**
3 Full Terms	8/1/25 – 7/31/28

BUILDING BOARD OF APPEALS	
3 Members: 4-Year Terms	
The Board meets in order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the California code. (section 113 cbc2016)	
Applications are Being Accepted for the Following Openings	
Term	**Dates**
1 Full Term	8/1/25 – 7/31/29

COMMUNITY SUSTAINABILITY	
7 Members: 4-Year Appointment & 1 1-Year Student Term	
The Commission educates, advocates and provides oversight for integrated solutions that seek a sustainable equilibrium for economic, ecological, and social health and well-being, both now and in the future.	
Applications are Being Accepted for the Following Openings	
Term	**Dates**
Student Full Term	8/1/25 – 7/31/26

ECONOMIC DEVELOPMENT BOARD	
7 Members: 4-Year Terms	
The Board serves to identify and investigate economic development needs and opportunities in the City and annually make recommendations to the Council regarding those needs and opportunities on both a short and long-term basis.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
1 Full Term	8/1/25 – 7/31/29

HISTORIC PRESERVATION REVIEW COMMISSION	
7 Members: 4-Year Terms	
The Commission identifies, registers, designates, preserves, protects, enhances and perpetuates those historic structures, districts and neighborhoods which contribute to the cultural and aesthetic heritage of Benicia.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
2 Full Terms	8/1/25 – 7/31/28
2 Full Terms	8/1/25 – 7/31/29

HOUSING AUTHORITY BOARD	
7 Members: 5 4-Year Terms and 2 2-Year Terms (Tenant Term)	
The Board sets policy in regard to the affordable housing programs administered by the Authority, approves the Authority's budgets, hires and supervises the Executive Director, and generally represents the interests of low-income and very low-income tenants in Benicia.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
1 Full Term	8/1/25 – 7/31/28
1 Full Term	8/1/25 – 7/31/29

INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION	
7 members: 1 1-year Term, 2 2-year Terms, 2 3-year Terms, 2 4-year Terms	
If the Ordinance adding Chapter 2.112 to the Benicia Municipal Code is adopted by the City Council on April 1, 2025, applications for this Commission will be accepted starting April 7, 2025.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
1 Full Term	8/1/25 – 7/31/26
2 Full Terms	8/1/25 – 7/31/27
2 Full Terms	8/1/25 – 7/31/28
2 Full Terms	8/1/25 – 7/31/29

OPEN GOVERNMENT COMMISSION	
5 Members: 4-Year Terms	
The Commission assists with running the candidate forum as permitted under Section 1.42.120 of the City’s Municipal Code.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
2 Full Terms	8/1/25 – 7/31/2028
1 Full Term	8/1/25 – 7/31/29

PLANNING COMMISSION	
7 Members: 4-Year Terms	
The Commission is responsible for enforcing duties, rights and powers imposed by State law and provided by ordinance or resolution of the City Council regarding planning issues.	
Applications Being Accepted for the Following Openings	
Term	**Dates**
2 Full Terms	8/1/25 – 7/31/29

DRAFT

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
APRIL 15, 2025
5:30 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

1) CALL SPECIAL MEETING TO ORDER

Mayor Young called the Special Meeting to order at 5:30 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

Present: Council Member Largaespada, Council Member Scott, Mayor Young
Absent: Council Member Birdseye, Vice Mayor Macenski
Excused: None

4) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

5) PUBLIC COMMENT FOR CLOSED SESSION

None

6) ADJOURN TO CLOSED SESSION

6.A CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 Agency designated representatives: City Manager, Human Resources Manager Employee Organization: Benicia Police Officers Association, Benicia Public Service Employees Association, Benicia Fire Fighters Association, Benicia Dispatchers Association, Benicia Supervisor and Professional Association, Middle Management Employees, Police Management Employees, Senior Management Employees, and Unrepresented Employees

Mayor Young adjourned the meeting to Closed Session at 5:31 p.m.

7) RECONVENE OPEN SESSION

Mayor Young reconvened the Open Session at 6:02 p.m.

8) ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, reported that Council met in Closed Session on one item and took no reportable action.

9) ADJOURNMENT

Mayor Young adjourned the Special Meeting at 6:02 p.m.

_____
City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
APRIL 15, 2025
6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

COURTESY ZOOM PARTICIPATION

1) CALL TO ORDER (6:00 P.M.)

Mayor Young called the meeting to order at 6:02 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

Present: Council Member Largaespada, Council Member Scott, Mayor Young
Absent: Council Member Birdseye, Vice Mayor Macenski
Excused: None

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

6.B CURRENT AND UPCOMING OPENINGS ON BOARDS, COMMISSIONS AND COMMITTEES

Boards, Commissions and Committees Openings

7) PROCLAMATIONS

7.A PROCLAMATION - NATIONAL VOLUNTEER WEEK

Proclamation - National Volunteer Week 2025

8) APPOINTMENTS

9) PRESENTATIONS

10) ADOPTION OF AGENDA

On motion of Council Member Scott, seconded by Council Member Largaespada, Council approved the Adoption of the Agenda, on a roll call by the following vote:

Ayes: Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

None

14) CONSENT CALENDAR

14.A MINUTES FROM THE MARCH 18, 2025 SPECIAL AND REGULAR MEETINGS AND THE APRIL 1, 2025 REGULAR MEETING

March 18, 2025 Special City Council Meeting Minutes
March 18, 2025 Regular City Council Meeting Minutes
April 1, 2025 Regular City Council Meeting Minutes

Council pulled items 14.B and 14.C for discussion.

14.B APPROVAL OF A FIRST AMENDMENT TO AGREEMENT WITH JULIAN TREE CARE, INC. TO INCREASE PAYMENT LIMITS

Staff Report - Amendment to Agreement with Julian Tree Care, Inc.

RESOLUTION NO. 25- 41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A FIRST AMENDMENT TO AGREEMENT FOR ON-CALL TREE SERVICES WITH JULIAN TREE CARE, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

Council and Staff discussed concern regarding increasing the amount of the contract without going through the RFP process, the process Staff went through for the contract amendment, the need to manage the City's tree inventory, the RFP process the City went through for the additional work, and the need to highlight what the City can expect for the additional work being proposed.

Public Comment:

None

1. Resolution - Amendment to Agreement with Julian Tree Care
2. First Amendment to Agreement with Julian Tree Care, Inc.
3. Original On-Call Agreement with Julian Tree Care

On motion of Council Member Scott, seconded by Council Member Largaespada, Council approved the adoption of Resolution 25-41, as presented, on a roll call by the following vote:

Ayes: Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

14.C BUDGET AMENDMENT TO INCREASE BUDGET IN EXPENSE LINE IN SUPPLEMENTAL LAW ENFORCEMENT FUND ACCOUNT FOR THE PURCHASE OF POLICE SAFETY EQUIPMENT

Staff Report - Budget Amendment for the SLEF Account

RESOLUTION NO. 25- 42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A BUDGET AMENDMENT TO INCREASE THE BUDGET APPROPRIATIONS IN SAFETY EQUIPMENT AND SUPPLIES IN FUND 251 (SLEF) FOR THE PURCHASE OF FIFTEEN FULLY OUTFITTED BALLISTIC HELMETS FOR THE BENICIA POLICE DEPARTMENT MOBILE FIELD FORCE

Public Comment:

1. Lori Grundman - Ms. Grundman asked for clarification on the supplemental law enforcement fund.

Council and Staff discussed the proposed purchase of the ballistic helmets.

1. Resolution - Mobile Field Force Safety Gear

On motion of Council Member Scott, seconded by Council Member Largaespada, Council approved the adoption of Resolution 25-42, as presented, on a roll call by the following vote:

Ayes: Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

14.D APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

On motion of Council Member Scott, seconded by Council Member Largaespada, Council approved the Consent Calendar, as amended, on a roll call by the following vote:

Ayes: Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

15) BUSINESS ITEMS

15.A APPROVING A PROJECT LABOR AGREEMENT WITH THE NAPA-SOLANO BUILDING AND CONSTRUCTION TRADES COUNCIL AND ITS AFFILIATED UNIONS

RESOLUTION NO. 25- 43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A PROJECT LABOR AGREEMENT WITH THE NAPA-SOLANO BUILDING TRADES COUNCIL AND ITS AFFILIATED UNIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

Mario Giuliani, City Manager, reviewed the staff report.

Council and Staff discussed the current and past Project Labor Agreement (PLA), contract details, trigger amounts, apprentices, what constitutes an emergency, mediation, arbitration, 90-day cancellation notice, the need for an annual review to see how well this is working, and staff time involved to review the bids.

Public Comment:

1. Danny Bernardini - Mr. Bernardini discussed the proposed contract and answered Council's questions.
2. Greg Gartrell - Mr. Gartrell discussed the benefits and risks of having the trigger amount higher and lower.
3. Citizen - the citizen spoke in support of the proposed agreement.
4. Citizen - the citizen spoke in support of the proposed agreement.
5. Citizen - the citizen spoke in support of the proposed agreement.
6. Citizen - the citizen spoke in support of the proposed agreement.
7. Citizen - the citizen spoke in support of the proposed agreement.
8. Citizen - the citizen spoke in support of the proposed agreement.
9. Citizen - the citizen spoke in support of the proposed agreement.
10. Citizen - the citizen spoke in support of the proposed agreement.
11. Lori Grundman - Ms. Grundman asked what the fiscal impact would be if the trigger amount was raised to the $750,000 amount.
12. Rex Hime - Mr. Hime spoke in opposition to the proposed agreement.

Staff and Council discussed language regarding a 90-day termination of the agreement, concern regarding the low threshold amount, support for raising the

threshold/trigger amount to $750,000, support for keeping the threshold at the proposed amount of $220,000, agreement on the 90-day out language, agreement on the annual review, possibly compromising and having the threshold amount set at $500,000, the proposed termination clause,

Public Comment Reopened:

13. Danny Bernardini - Mayor Young asked Mr. Bernardini if he would sign the agreement if the threshold was set to $500,000 and the additional termination clause were added. Mr. Bernardini stated that he would if it meant getting the contract vs. not getting the contract, however they would have preferred it be set to the $220,000 threshold.

Staff Report - Project Labor Agreement
1. Resolution - Benicia Project Labor Agreement
2. Benicia Project Labor Agreement

On motion of Council Member Scott, seconded by Mayor Young, Council approved adopt resolution 25-43 and the labor agreement, as amended, raising the threshold to $500,000, with the revision to the termination clause, an annual review, and having the resolution becoming effective immediately after adoption, on a roll call by the following vote:

Ayes: Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

16) COUNCIL MEMBER COMMITTEE REPORTS:

16.A COUNCIL MEMBER COMMITTEE REPORTS

Council Member Committee Reports

17) ADJOURNMENT (8:00 P.M.)

Mayor Young adjourned the meeting at 8:30 p.m.

_____
City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Council

FROM : Human Resources Manager

SUBJECT : **RETROACTIVE SALARY ADJUSTMENT AND LONGEVITY REDUCTION OFFSET FOR PRIOR CITY MANAGER ERIK UPSON**

EXECUTIVE SUMMARY:

California Public Employee's Retirement System (CalPERS) requires the adoption of resolutions duly approving and adopting employment contracts and publicly available pay schedules. The proposed action retroactively increases the salary rate and decreases the longevity pay for prior City Manager Erik Upson to be in compliance with CalPERS Regulations. The increase in base salary and decrease in longevity will offset and results in a net zero impact on overall compensation and there is no budgetary impact.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving and adopting publicly available pay schedules (Exhibit A) in accordance with the California Code of Regulations, Title 2, Section 570.5 retroactively increasing the salary and lowering the longevity pay in the Employment Agreement ("Agreement") for prior City Manager Erik Upson (Exhibit B).

BUDGET INFORMATION:

There are no fiscal impacts in connection with the adoption of the proposed resolution. The retroactive increase in salary is offset by the retroactive decrease in longevity for a net zero impact and is an administrative action to be in compliance with CalPERS regulations regarding reportable compensation and the manner in which it is reported to CalPERS.

BACKGROUND:

Erik Upson ("Upson") served a long career in public service in California, working for several agencies throughout the State. In April 2015, he was hired as the City's Chief of Police. The position of Chief of Police is part of the City's senior management team and is afforded the fringe benefits in the Senior Management Agreement.

In September 2020 the position of City Manager became vacant, and the City Council requested that Mr. Upson step up and become the City's Interim City Manager. Mr. Upson served as Interim City Manager from September 15, 2020 to January 18, 2021.

In January 2021, the City Council determined that Mr. Upson was the best candidate for the permanent City Manager position and offered the permanent position to Mr. Upson. Mr. Upson accepted the position, and he served as the City Manager from January 19, 2021 to February 28, 2023. Mr. Upson was highly dedicated and successful in that role. Mr. Upson retired from the City and CalPERS on March 1, 2023.

Police Chief:
As Police Chief, Mr. Upson received wages that are reportable to the CalPERS retirement system. Prior to his interim role as City Manager, Upson received compensation as Police Chief in the form of a payrate of $17,081.45, longevity pay of $854.07, and uniform allowance of $100. The total of these three compensation elements was $18,035.52 per month, and these rates were effective as of July 1, 2020. Mr. Upson was in the CalPERS safety 3% at age 55 retirement formula for his years of service as Police Chief.

The September 1, 2019 through June 30, 2022 Senior Management Resolution ("2019 Resolution") was in effect at the time preceding Mr. Upson's appointment to City Manager. As required by California Government Code Section 20636(c)(3), the City reported to CalPERS the longevity and uniform pay separately from payrate.

City Manager:
Council Resolution 21-12, approved on February 2, 2021, approved Mr. Upson's Employment Agreement as City Manager effective January 19, 2021. Upon the appointment as City Manager, Mr. Upson received compensation that included a payrate of $19,952, and longevity pay of $1,795.68. Mr. Upson was enrolled in the CalPERS non-safety formula and would receive the CalPERS 2% at age 60 retirement formula for his years of service as City Manager.

In reaching the terms and conditions for the Employment Agreement for Mr. Upson's appointment as City Manager, the City Council took into account Mr. Upson's years of public service, his extensive experience as an accomplished manager and leader, and the fact that Mr. Upson would be moved from the higher safety retirement formula to the lower non-safety retirement formula. The City Council agreed to longevity which included the specific language of …"In recognition of the substantial contribution to the community made by Upson as a result of his length of public service, the City shall provide Upson a longevity amount of nine percent (9%) of salary recognizing 23 years of public service. At 24 years of public service, which is the pay period beginning February 21, 2022, Upson's longevity pay shall increase to fourteen percent (14%) of salary. Longevity pay shall not exceed $2,800 per month."

On February 1, 2022, the City Council approved an amendment to Upson's Agreement through Reso 22-16. This First Amendment to the City Manager's agreement granted Upson a 3% COLA effective June 21, 2022. The COLA granted to Upson in the First Amendment Agreement was the same COLA granted to most full-time employees. Upson's longevity was not changed and remained $2,800.00.

When Mr. Upson was considering retirement, he submitted a request to CalPERS for a retirement estimate. The estimate that CalPERS issued to Mr. Upson, in writing,

included his payrate of $20,550.56 and $2,800 longevity pay. When Mr. Upson eventually retired in March 2023 and received his first retirement check from CalPERS, the amount was far below the amount CalPERS had previously indicated in the estimate. Upon inquiry and an appeal process, CalPERS determined that they applied only 1.25% towards longevity pay and advised that they would only include 1.25%, not the $2,800 agreed to, and previously included by CalPERS.

Through further appeal and working with executive managers and the legal department at CalPERS, CalPERS restated that the only longevity pay that can be included in Mr. Upson's retirement benefit was 1.25% of base earnings rather than the flat dollar amount of $2,800 that the City Council had approved in Mr. Upson's Employment Agreement, but that CalPERS would allow a retroactive salary adjustment to reconcile the difference.

Mr. Upson, the City's Human Resources Manager, and the City Attorney's Office worked willingly and diligently with CalPERS to collectively calculate the retroactive salary adjustment necessary to reconcile the difference between how CalPERS was currently calculating Upson's compensation and the overall compensation that the City Council had agreed to in Resolutions 21-12 and 22-16.

CalPERS has received and approved the proposed adjustments in payrate outlined in the revised pay schedules (Exhibit A) to afford Upson the overall compensation that the City Council agreed to in Resolutions 21-12 and 22-16 while remaining in compliance with CalPERS regulations on the reportability of pay rate and special compensation (i.e. longevity pay).

There is no overall increase in Mr. Upson's retirement allowance for these adjustments. While his payrate is retroactively increased, his longevity pay is retroactively decreased, resulting in a net zero change to the City's budget and Mr. Upson's retirement. Basically, this is an administrative action to allocate compensation into the correct pay and special compensation categories when reporting the numbers to the CalPERS retirement system.

California Public Employee's Retirement System (CalPERS) requires the adoption of resolutions duly approving and adopting publicly available pay schedules in accordance with the requirement of the California Code of Regulations (CCR), Title 2, Section 570.5. Exhibit A reflects the updated salary schedules for the position of City Manager and authorizes adjustments to the payrate for the position of City Manager effective January 19, 2021, February 21, 2022, and June 21, 2022 respectively.

NEXT STEPS:
If Council adopts the resolution, the City Attorney will sign the amended agreement and direct staff to file the amended agreement with CalPERS.

ALTERNATIVE ACTIONS:
If Council does not approve this resolution, Council will direct staff as to an alternative action.

CEQA Analysis	The project is exempt under CEQA Section 15061 (b)3, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ATTACHMENT:

1. Resolution - Publicly Available Salary Schedules and Second Amendment to Upson Employment Agreement
   Exhibit A - Publicly Available Salary Schedules
   Exhibit B - Second Amendment to Upson Employment Agreement

For more information contact: Kim Imboden, Human Resources Manager
Phone: (707) 746-4205
E-mail: kimboden@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING PUBLICLY AVAILABLE PAY SCHEDULES IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, WHICH INCLUDES REVISED RETROACTIVE SALARY SCHEDULES AND EMPLOYMENT AGREEMENT FOR THE CITY OF BENICIA FOR PRIOR CITY MANAGER ERIK UPSON

WHEREAS, the City of Benicia contracts with the California Public Employee's Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify the position title for every employee position, the pay rate for each position title, and the applicable time base for the pay rate; and

WHEREAS, CalPERS performed a compliance review of pay rate and longevity for prior City Manager Upson and determined the way longevity was reported was not in compliance, and

WHEREAS, the City and CalPERS worked together to retroactively adjust pay rate and longevity to be in compliance with CalPERS and California Government Code Regulations, and

WHEREAS, the retroactive adjustment to payrate and longevity is cost neutral and does not result in any additional payment to Upson from the City but will require retroactive adjustments to the pay rate and longevity reported to CalPERS, and

WHEREAS, CalPERS has reviewed and approved the proposed changes to resolve this matter.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approves the second amendment to Upson's Employment Agreement, and approves the publicly available pay schedules with changes to the payrate for City Manager effective 1/19/21, 2/21/22, and 6/21/22.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
SEE NEXT PAGE
Publicly Available Salary Schedules

City of Benicia - Full Time Monthly Salary Schedule

For questions, contact Human Resources at (707) 746-4766

* retroactive change to City Manager Rate only. Effective 1-19-21

Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNT CLERK I	A100	BPSEA	7/1/2020	$3,472.01	$3,645.61	$3,827.89	$4,019.29	$4,220.25
ACCOUNT CLERK II	A101	BPSEA	7/1/2020	$3,819.21	$4,010.17	$4,210.68	$4,421.21	$4,642.28
ACCOUNTING TECHNICIAN	A120	BPSEA	7/1/2020	$4,830.87	$5,072.41	$5,326.03	$5,592.33	$5,871.95
ACTING PW MAINT SUPERINTENDENT	B340	BSPA	7/1/2020	$7,938.00	$8,334.90	$8,751.65	$9,189.23	$9,648.69
ADMIN CLERK I	A130	BPSEA	7/1/2020	$3,252.09	$3,414.69	$3,585.43	$3,764.70	$3,952.93
ADMIN CLERK II	A131	BPSEA	7/1/2020	$3,577.76	$3,756.65	$3,944.48	$4,141.71	$4,348.79
ADMIN SECRETARY	B100	BSPA	7/1/2020	$4,502.20	$4,727.31	$4,963.67	$5,211.86	$5,472.45
ANIMAL CONTROL OFFICER	I110	BDA	7/1/2020	$4,232.89	$4,444.53	$4,666.76	$4,900.09	$5,145.10
ASSISTANT ENGINEER	B120	BSPA	7/1/2020	$6,982.76	$7,331.89	$7,698.49	$8,083.41	$8,487.58
ASSISTANT FINANCE DIRECTOR	C110	MID	7/1/2020	$9,657.72	$10,140.61	$10,647.64	$11,180.02	$11,739.02
ASSISTANT PLANNER	B130	BSPA	7/1/2020	$5,922.95	$6,219.10	$6,530.05	$6,856.56	$7,199.38
ASSOCIATE CIVIL ENGINEER	B140	BSPA	7/1/2020	$7,681.85	$8,065.94	$8,469.24	$8,892.70	$9,337.34
ASSOCIATE PLANNER	B150	BSPA	7/1/2020	$6,515.34	$6,841.10	$7,183.16	$7,542.32	$7,919.43
ASST CITY MANAGER	H110	UNREP	7/1/2020	$13,356.37	$14,024.19	$14,725.40	$15,461.67	$16,234.75
BUILDING INSPECTOR I	A140	BPSEA	7/1/2020	$5,281.94	$5,546.04	$5,823.34	$6,114.50	$6,420.23
BUILDING INSPECTOR II	A141	BPSEA	7/1/2020	$5,809.77	$6,100.26	$6,405.27	$6,725.54	$7,061.82
BUILDING OFFICIAL	C120	MID	7/1/2020	$8,962.31	$9,410.43	$9,880.95	$10,375.00	$10,893.75
CITY CLERK	N110	ELECT	7/1/2012	$1,078.67				
CITY ENGINEER	C130	MID	7/1/2020	$10,878.69	$11,422.63	$11,993.76	$12,593.45	$13,223.12
* CITY MANAGER	G110	CONTRACT	1/19/2021	$21,475				
COMMUNITY DEVELOPMENT DIRECTOR	E140	SENIOR	7/1/2020	$11,987.44	$12,586.81	$13,216.15	$13,876.95	$14,570.80
COMMUNITY PRESERVATION OFFICER	A145	BPSEA	7/1/2020	$5,655.00	$5,937.75	$6,234.64	$6,546.37	$6,873.69
COMMUNITY SERVICE OFFICER I	I120	BDA	7/1/2020	$4,232.89	$4,444.53	$4,666.76	$4,900.09	$5,145.10
COMMUNITY SERVICE OFFICER II	I121	BDA	7/1/2020	$4,655.91	$4,888.70	$5,133.14	$5,389.80	$5,659.29
COUNCIL MEMBER	N120	ELECT	7/1/2012	$393.59				
DEPUTY CITY CLERK	B170	BSPA	7/1/2020	$5,177.52	$5,436.40	$5,708.22	$5,993.63	$6,293.31
DEPUTY FIRE CHIEF	D110	MID SAFETY	7/1/2020	$10,544.84	$11,072.08	$11,625.68	$12,206.97	$12,817.32
DEPUTY PW DIR ENG	C260	MID	7/1/2020	$10,878.69	$11,422.63	$11,993.76	$12,593.45	$13,223.12
DEPUTY PW DIR UTILITIES	C270	MID	8/1/2020	$10,878.69	$11,422.63	$11,993.76	$12,593.45	$13,223.12

City of Benicia - Full Time Monthly Salary Schedule

For questions, contact Human Resources at (707) 746-4766

Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
DEVELOPMENT SERVICES TECH I	A150	BPSEA	7/1/2020	$4,135.53	$4,342.30	$4,559.42	$4,787.39	$5,026.76
DEVELOPMENT SERVICES TECH II	A151	BPSEA	7/1/2020	$4,549.17	$4,776.63	$5,015.46	$5,266.24	$5,529.55
DIVISION FIRE CHIEF	D120	MID SAFETY	7/1/2020	$9,586.31	$10,065.62	$10,568.90	$11,097.35	$11,652.22
DIVISION FIRE CHIEF INTERIM	L150	BFA	7/1/2020	$9,586.31	$10,065.62	$10,568.90	$11,097.35	$11,652.22
ECONOMIC DEVELOPMENT MGR I	C140	MID	7/1/2020	$8,234.01	$8,645.71	$9,078.00	$9,531.90	$10,008.49
ECONOMIC DEVELOPMENT MGR II	C150	MID	7/1/2020	$9,880.45	$10,374.47	$10,893.19	$11,437.85	$12,009.75
ECONOMIC DEVELOPMENT SPEC	B180	BSPA	7/1/2020	$5,424.82	$5,696.07	$5,980.87	$6,279.91	$6,593.91
ENGINEERING TECHNICIAN I	A160	BPSEA	7/1/2020	$4,549.17	$4,776.63	$5,015.46	$5,266.24	$5,529.55
ENGINEERING TECHNICIAN II	A161	BPSEA	7/1/2020	$5,003.99	$5,254.19	$5,516.90	$5,792.75	$6,082.38
EXECUTIVE ASST TO CITY MANAGER	B190	BSPA	7/1/2020	$5,177.52	$5,436.40	$5,708.22	$5,993.63	$6,293.31
EXECUTIVE ASST TO POLICE CHIEF	B191	BSPA	7/1/2020	$4,839.86	$5,081.86	$5,335.95	$5,602.75	$5,882.88
FIELD UTILITIES STREETS APPR	A170	BPSEA	7/1/2020	$4,025.09	$4,226.35	$4,437.67	$4,659.55	$4,892.53
FIELD UTILITIES STREETS JRNY	A180	BPSEA	7/1/2020	$4,427.51	$4,648.89	$4,881.33	$5,125.40	$5,381.67
FIELD UTILITIES STREETS SUP	B195	BSPA	7/1/2020	$5,634.36	$5,916.08	$6,211.89	$6,522.48	$6,848.60
FINANCE DIRECTOR	E110	SENIOR	7/1/2020	$12,249.84	$12,862.33	$13,505.45	$14,180.72	$14,889.76
FIRE CAPTAIN	L110	BFA	7/1/2020	$8,732.22	$9,168.83	$9,627.27	$10,108.64	$10,614.07
FIRE CHIEF	F110	SEN SAFETY	7/1/2020	$13,165.82	$13,824.11	$14,515.32	$15,241.08	$16,003.14
FIRE ENGINEER	L130	BFA	7/1/2020	$7,938.29	$8,335.20	$8,751.96	$9,189.56	$9,649.04
FIRE LIEUTENANT	L115	BFA	7/1/2020	$8,335.20	$8,751.96	$9,189.56	$9,649.04	$10,131.49
FIRE MARSHAL	D130	MID SAFETY	7/1/2020	$8,787.52	$9,226.89	$9,688.24	$10,172.65	$10,681.28
FIRE PREVENTION INSPECTOR	A190	BPSEA	7/1/2020	$5,809.77	$6,100.26	$6,405.27	$6,725.54	$7,061.82
FIREFIGHTER	L120	BFA	7/1/2020	$6,867.88	$7,211.27	$7,571.83	$7,950.43	$8,347.95
FRCII - LIMITED DURATION	A200	BPSEA	11/1/2020	$3,377.61	$3,547.45	$3,724.21	$3,909.64	$4,105.47
HUMAN RESOURCES ANALYST I	H129	BSPA UNREP	7/1/2020	$5,676.68	$5,960.51	$6,258.53	$6,571.46	$6,900.03
HUMAN RESOURCES ANALYST II	H130	BSPA UNREP	7/1/2020	$6,244.34	$6,556.56	$6,884.39	$7,228.61	$7,590.04
HUMAN RESOURCES ASSISTANT	A220	BPSEA	7/1/2020	$4,319.99	$4,535.99	$4,762.79	$5,000.93	$5,250.98
HUMAN RESOURCES MANAGER	C151	MID	7/1/2020	$9,409.63	$9,880.11	$10,374.12	$10,892.82	$11,437.46
HUMAN RESOURCES TECHNICIAN	A210	BPSEA	7/1/2020	$4,427.11	$4,648.47	$4,880.89	$5,124.94	$5,381.18
INFORMATION TECHNOLOGY ASST	A240	BPSEA	7/1/2020	$3,928.12	$4,124.52	$4,330.75	$4,547.29	$4,774.65

City of Benicia - Full Time Monthly Salary Schedule

For questions, contact Human Resources at (707) 746-4766

Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
INFORMATION TECHNOLOGY MANAGER	C160	MID	7/1/2020	$9,679.95	$10,163.95	$10,672.15	$11,205.76	$11,766.05
INTERIM CITY MGR/POLICE CHIEF	G109	SEN SAFETY	9/15/2020	$19,045.82				
IRRIGATION SPECIALIST	A230	BPSEA	7/1/2020	$4,600.65	$4,830.68	$5,072.21	$5,325.82	$5,592.12
IT ANALYST I	B215	BSPA	7/1/2020	$5,626.67	$5,908.00	$6,203.40	$6,513.57	$6,839.25
IT ANALYST II	B216	BSPA	7/1/2020	$6,189.79	$6,499.28	$6,824.25	$7,165.46	$7,523.73
LABORATORY ANALYST	A250	BPSEA	7/1/2020	$5,847.20	$6,139.56	$6,446.53	$6,768.86	$7,107.30
LABORATORY TECHNICIAN I	A260	BPSEA	7/1/2020	$4,622.16	$4,853.27	$5,095.94	$5,350.73	$5,618.27
LABORATORY TECHNICIAN II	A261	BPSEA	7/1/2020	$5,084.48	$5,338.70	$5,605.64	$5,885.92	$6,180.21
LIBRARIAN I	C170	MID	7/1/2020	$4,682.73	$4,916.87	$5,162.71	$5,420.85	$5,691.89
LIBRARIAN II	C171	MID	7/1/2020	$5,151.66	$5,409.24	$5,679.70	$5,963.69	$6,261.87
LIBRARY DIRECTOR	E120	SENIOR	7/1/2020	$11,126.26	$11,682.57	$12,266.70	$12,880.03	$13,524.03
LIBRARY MANAGER	C180	MID	7/1/2020	$6,813.13	$7,153.78	$7,511.47	$7,887.05	$8,281.40
LIBRARY TECHNICIAN I	B225	BSPA	7/1/2020	$3,469.09	$3,642.54	$3,824.67	$4,015.91	$4,216.70
LIBRARY TECHNICIAN II	B226	BSPA	7/1/2020	$3,815.63	$4,006.41	$4,206.73	$4,417.07	$4,637.92
LITERACY PROGRAM SUPERVISOR	B235	BSPA	7/1/2020	$4,575.98	$4,804.78	$5,045.02	$5,297.27	$5,562.13
MAINTENANCE CUSTODIAN	A290	BPSEA	7/1/2020	$3,711.90	$3,897.49	$4,092.37	$4,296.98	$4,511.83
MAINTENANCE TECHNOLOGIST I	A270	BPSEA	7/1/2020	$5,572.15	$5,850.76	$6,143.30	$6,450.47	$6,772.99
MAINTENANCE TECHNOLOGIST II	A271	BPSEA	7/1/2020	$6,129.37	$6,435.83	$6,757.63	$7,095.51	$7,450.28
MAINTENANCE WORKER III PCS	A280	BPSEA	7/1/2020	$5,038.62	$5,290.55	$5,555.08	$5,832.84	$6,124.48
MAINTENANCE WORKER III PW	A285	BPSEA	7/1/2020	$5,220.06	$5,481.06	$5,755.12	$6,042.87	$6,345.02
MANAGEMENT ANALYST I	B245	BSPA	7/1/2020	$5,697.08	$5,981.94	$6,281.04	$6,595.09	$6,924.84
MANAGEMENT ANALYST II	B246	BSPA	7/1/2020	$6,266.99	$6,580.34	$6,909.36	$7,254.82	$7,617.56
MAYOR	N130	ELECT	7/1/2012	$525.09				
MECHANIC	A305	BPSEA	7/1/2020	$5,000.25	$5,250.27	$5,512.78	$5,788.42	$6,077.84
PARAMEDIC FIREFIGHTER	L140	BFA	7/1/2020	$7,555.78	$7,933.57	$8,330.25	$8,746.77	$9,184.10
PARK COMM SVCS DIRECTOR	E130	SENIOR	7/1/2020	$11,517.07	$12,092.92	$12,697.57	$13,332.45	$13,999.07
PARKS BLDG MAINT SUPERVISOR	B255	BSPA	7/1/2020	$5,524.36	$5,800.58	$6,090.61	$6,395.14	$6,714.89
PARKS COMM SVCS SUPERINTENDENT	C190	MID	7/1/2020	$7,744.41	$8,131.63	$8,538.21	$8,965.12	$9,413.38
PLANNING MANAGER	C200	MID	7/1/2020	$9,431.82	$9,903.41	$10,398.58	$10,918.51	$11,464.44
PLBM JOURNEYMAN	A330	BPSEA	7/1/2020	$4,381.66	$4,600.74	$4,830.78	$5,072.32	$5,325.93

City of Benicia - Full Time Monthly Salary Schedule

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Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
PLBM WORKER	A340	BPSEA	7/1/2020	$3,982.98	$4,182.13	$4,391.24	$4,610.80	$4,841.34
POLICE CAPTAIN	K110	PDMGT	7/1/2020	$10,934.84	$11,481.58	$12,055.66	$12,658.44	$13,291.37
POLICE CHIEF	F120	SEN SAFETY	7/1/2020	$14,052.95	$14,755.60	$15,493.38	$16,268.05	$17,081.45
POLICE LIEUTENANT	K120	PDMGT	7/1/2020	$9,941.53	$10,438.60	$10,960.53	$11,508.56	$12,083.99
POLICE OFFICER	J110	BPOA	1/1/2021	$7,173.79	$7,532.48	$7,909.11	$8,304.56	$8,719.78
POLICE RECORDS CLERK	I150	BDA	7/1/2020	$4,232.89	$4,444.53	$4,666.76	$4,900.09	$5,145.10
POLICE SERGEANT	J120	BPOA	1/1/2021	$8,608.92	$9,039.36	$9,491.33	$9,965.90	$10,464.20
PRINCIPAL CIVIL ENGINEER	C210	MID	7/1/2020	$9,517.29	$9,993.16	$10,492.82	$11,017.46	$11,568.33
PRINCIPAL PLANNER	C220	MID	7/1/2020	$8,982.69	$9,431.82	$9,903.42	$10,398.59	$10,918.52
PROJECT MANAGER	C230	MID	7/1/2020	$9,008.36	$9,458.78	$9,931.72	$10,428.31	$10,949.72
PUBLIC SAFETY DISPATCH	I140	BDA	7/1/2020	$4,888.57	$5,133.00	$5,389.65	$5,659.13	$5,942.09
PUBLIC SAFETY DISPATCH LEAD	I130	BDA	7/1/2020	$5,377.69	$5,646.58	$5,928.90	$6,225.35	$6,536.62
PUBLIC SAFETY DISPATCH SUP	I129	BDA	7/1/2020	$5,866.29	$6,159.60	$6,467.58	$6,790.96	$7,130.51
PUBLIC WORKS DIRECTOR	E150	SENIOR	7/1/2020	$12,323.61	$12,939.80	$13,586.79	$14,266.12	$14,979.43
PUBLIC WORKS INSPECTOR	A350	BPSEA	7/1/2020	$5,613.23	$5,893.89	$6,188.59	$6,498.02	$6,822.92
PUBLIC WORKS MAINT SUPT	C240	MID	7/1/2020	$7,938.00	$8,334.90	$8,751.65	$9,189.23	$9,648.69
RECREATION ASSISTANT	A370	BPSEA	7/1/2020	$4,201.04	$4,411.09	$4,631.65	$4,863.23	$5,106.39
RECREATION COORDINATOR	A360	BPSEA	7/1/2020	$5,394.24	$5,663.95	$5,947.15	$6,244.51	$6,556.74
RECREATION SUPERVISOR	B265	BSPA	7/1/2020	$5,945.02	$6,242.27	$6,554.39	$6,882.11	$7,226.21
SENIOR ACCOUNT CLERK	A425	BPSEA	7/1/2020	$4,201.04	$4,411.09	$4,631.65	$4,863.23	$5,106.39
SENIOR ACCOUNTANT	B275	BSPA	7/1/2020	$6,636.79	$6,968.63	$7,317.06	$7,682.91	$8,067.06
SENIOR ACCOUNTING TECHNICIAN	A390	BPSEA	7/1/2020	$5,314.70	$5,580.44	$5,859.46	$6,152.43	$6,460.06
SENIOR ADMINISTRATIVE CLERK	A405	BPSEA	7/1/2020	$4,114.00	$4,319.70	$4,535.68	$4,762.47	$5,000.59
SENIOR CIVIL ENGINEER	B285	BSPA	7/1/2020	$8,833.11	$9,274.77	$9,738.51	$10,225.43	$10,736.70
SENIOR HUMAN RESOURCE ANALYST	H120	BSPA UNREP	7/1/2018	$6,368.90	$6,687.35	$7,021.72	$7,372.80	$7,741.44
SENIOR LIBRARIAN	C280	MID	7/1/2020	$5,924.13	$6,220.34	$6,531.35	$6,857.92	$7,200.82
SENIOR MECHANIC	A415	BPSEA	7/1/2020	$5,749.87	$6,037.36	$6,339.23	$6,656.19	$6,989.00
SENIOR MGMNT ANALYST	B305	BSPA	7/1/2020	$6,893.68	$7,238.36	$7,600.28	$7,980.29	$8,379.31
SENIOR PLANNER	B295	BSPA	7/1/2020	$7,492.85	$7,867.49	$8,260.86	$8,673.91	$9,107.60
TREASURER	N140	ELECT	7/1/2012	$200.00				

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Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
WASTEWATER OPERATOR I	A435	BPSEA	7/1/2020	$4,960.95	$5,209.00	$5,469.45	$5,742.92	$6,030.07
WASTEWATER OPERATOR II	A436	BPSEA	7/1/2020	$5,456.95	$5,729.79	$6,016.28	$6,317.10	$6,632.95
WASTEWATER OPERATOR III	A437	BPSEA	7/1/2020	$6,275.82	$6,589.61	$6,919.09	$7,265.05	$7,628.30
WASTEWATER PLANT SUPERVISOR	B335	BSPA	8/1/2020	$7,820.61	$8,211.64	$8,622.22	$9,053.33	$9,506.00
WASTEWATER PLANT SUPT	C290	MID	8/1/2020	$9,860.09	$10,353.09	$10,870.75	$11,414.29	$11,985.00
WATER OPERATOR II	A445	BPSEA	7/1/2020	$5,103.20	$5,358.36	$5,626.28	$5,907.59	$6,202.97
WATER OPERATOR III	A446	BPSEA	7/1/2020	$5,754.44	$6,042.16	$6,344.27	$6,661.49	$6,994.56
WATER OPERATOR IV	A447	BPSEA	7/1/2020	$6,455.51	$6,778.28	$7,117.20	$7,473.05	$7,846.71
WATER PLANT SUPERVISOR	B315	BSPA	8/1/2020	$8,426.12	$8,847.42	$9,289.80	$9,754.29	$10,242.00
WATER PLANT SUPT	C310	MID	8/1/2020	$9,186.30	$9,645.61	$10,127.89	$10,634.29	$11,166.00
WATER QUALITY SUPERVISOR	B325	BSPA	7/1/2020	$7,657.45	$8,040.33	$8,442.34	$8,864.46	$9,307.68
WATER QUALITY TECHNICIAN I	A455	BPSEA	7/1/2020	$5,062.96	$5,316.11	$5,581.91	$5,861.01	$6,154.06
WATER QUALITY TECHNICIAN II	A456	BPSEA	7/1/2020	$5,568.31	$5,846.73	$6,139.07	$6,446.02	$6,768.32
WTP OPERATOR IN TRAINING	A310	BPSEA	7/1/2020	$4,437.81	$4,659.70	$4,892.68	$5,137.32	$5,394.18
WW QUALITY TECHNICIAN I	A465	BPSEA	7/1/2020	$5,062.96	$5,316.11	$5,581.91	$5,861.01	$6,154.06
WW QUALITY TECHNICIAN II	A466	BPSEA	7/1/2020	$5,568.31	$5,846.73	$6,139.07	$6,446.02	$6,768.32
WWTP OPERATOR IN TRAINING	A320	BPSEA	7/1/2020	$4,313.33	$4,529.00	$4,755.45	$4,993.22	$5,242.89

* retroactive change to City Manager Rate only Effective 2-21-22

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Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNT CLERK I	A100	BPSEA	6/21/2021	$3,506.73	$3,682.07	$3,866.17	$4,059.48	$4,262.45
ACCOUNT CLERK II	A101	BPSEA	6/21/2021	$3,857.40	$4,050.27	$4,252.79	$4,465.42	$4,688.70
ACCOUNTANT I	B270	BSPA	6/21/2021	$5,539.80	$5,816.79	$6,107.63	$6,413.02	$6,733.66
ACCOUNTANT II	B271	BSPA	6/21/2021	$6,093.78	$6,398.47	$6,718.39	$7,054.31	$7,407.03
ACCOUNTING TECHNICIAN	A120	BPSEA	6/21/2021	$4,879.18	$5,123.13	$5,379.29	$5,648.25	$5,930.67
ADMIN CLERK I	A130	BPSEA	6/21/2021	$3,284.61	$3,448.84	$3,621.28	$3,802.35	$3,992.46
ADMIN CLERK II	A131	BPSEA	6/21/2021	$3,613.54	$3,794.22	$3,983.92	$4,183.13	$4,392.28
ADMIN SECRETARY	B100	BSPA	6/21/2021	$4,547.22	$4,774.58	$5,013.31	$5,263.98	$5,527.17
ANIMAL CONTROL OFFICER	I110	BDA	7/21/2021	$4,275.22	$4,488.98	$4,713.43	$4,949.09	$5,196.55
ASSISTANT ENGINEER	B120	BSPA	6/21/2021	$7,052.59	$7,405.21	$7,775.47	$8,164.24	$8,572.46
ASSISTANT FINANCE DIRECTOR	C110	MID	7/21/2021	$10,437.08	$10,958.93	$11,506.88	$12,082.23	$12,686.34
ASSISTANT PLANNER	B130	BSPA	6/21/2021	$5,982.18	$6,281.29	$6,595.35	$6,925.13	$7,271.37
ASSOCIATE CIVIL ENGINEER	B140	BSPA	6/21/2021	$7,758.67	$8,146.60	$8,553.93	$8,981.63	$9,430.71
ASSOCIATE PLANNER	B150	BSPA	6/21/2021	$6,580.49	$6,909.51	$7,254.99	$7,617.74	$7,998.62
ASST CITY MANAGER	H110	UNREP	7/1/2020	$13,356.37	$14,024.19	$14,725.40	$15,461.67	$16,234.75
BUILDING INSPECTOR I	A140	BPSEA	6/21/2021	$5,334.76	$5,601.50	$5,881.57	$6,175.65	$6,484.43
BUILDING INSPECTOR II	A141	BPSEA	6/21/2021	$5,867.87	$6,161.26	$6,469.32	$6,792.80	$7,132.44
BUILDING OFFICIAL	C120	MID	7/21/2021	$9,051.93	$9,504.53	$9,979.76	$10,478.75	$11,002.69
CITY CLERK	N110	ELECT	7/1/2012	$1,078.67				
CITY ENGINEER	C130	MID	7/21/2021	$10,987.48	$11,536.86	$12,113.70	$12,719.38	$13,355.35
* CITY MANAGER	G110	CONTRACT	2/21/2022	$22,465.00				
COMMUNITY DEVELOPMENT DIRECTOR	E140	SENIOR	6/21/2021	$12,107.31	$12,712.68	$13,348.31	$14,015.72	$14,716.51
COMMUNITY PRESERVATION OFFICER	A145	BPSEA	6/21/2021	$5,711.55	$5,997.13	$6,296.99	$6,611.83	$6,942.43
COMMUNITY SERVICE OFFICER I	I120	BDA	7/21/2021	$4,275.22	$4,488.98	$4,713.43	$4,949.09	$5,196.55
COMMUNITY SERVICE OFFICER II	I121	BDA	7/21/2021	$4,702.47	$4,937.59	$5,184.47	$5,443.70	$5,715.88
COUNCIL MEMBER	N120	ELECT	7/1/2012	$393.59				
DEPUTY CITY CLERK	B170	BSPA	6/21/2021	$5,229.30	$5,490.76	$5,765.30	$6,053.57	$6,356.24
DEPUTY CITY MANAGER	E160	SENIOR	6/21/2021	$11,476.15	$12,049.95	$12,652.45	$13,285.08	$13,949.32
DEPUTY FIRE CHIEF	D110	MID SAFETY	7/21/2021	$10,650.29	$11,182.80	$11,741.94	$12,329.04	$12,945.49
DEPUTY PW DIR ENG	C260	MID	7/21/2021	$10,987.48	$11,536.86	$12,113.70	$12,719.38	$13,355.35
DEPUTY PW DIR UTILITIES	C270	MID	7/21/2021	$10,987.48	$11,536.86	$12,113.70	$12,719.38	$13,355.35
DEVELOPMENT SERVICES TECH I	A150	BPSEA	6/21/2021	$4,176.89	$4,385.72	$4,605.01	$4,835.26	$5,077.03
DEVELOPMENT SERVICES TECH II	A151	BPSEA	6/21/2021	$4,594.66	$4,824.40	$5,065.61	$5,318.90	$5,584.85
DIVISION FIRE CHIEF	D120	MID SAFETY	7/21/2021	$9,921.99	$10,418.09	$10,938.99	$11,485.94	$12,060.24
ECONOMIC DEVELOPMENT MGR I	C140	MID	7/21/2021	$8,316.35	$8,732.17	$9,168.78	$9,627.22	$10,108.57
ECONOMIC DEVELOPMENT MGR II	C150	MID	7/21/2021	$9,979.25	$10,478.21	$11,002.12	$11,552.23	$12,129.85
ECONOMIC DEVELOPMENT SPEC	B180	BSPA	6/21/2021	$5,479.07	$5,753.03	$6,040.68	$6,342.71	$6,659.85
ENGINEERING TECHNICIAN I	A160	BPSEA	6/21/2021	$4,594.66	$4,824.40	$5,065.61	$5,318.90	$5,584.85
ENGINEERING TECHNICIAN II	A161	BPSEA	6/21/2021	$5,054.03	$5,306.73	$5,572.07	$5,850.68	$6,143.20
EXECUTIVE ASST TO CITY MANAGER	B190	BSPA	6/21/2021	$5,229.30	$5,490.76	$5,765.30	$6,053.57	$6,356.24
EXECUTIVE ASST TO POLICE CHIEF	B191	BSPA	6/21/2021	$4,888.26	$5,132.68	$5,389.31	$5,658.78	$5,941.71
FIELD UTILITIES STREETS APPR	A170	BPSEA	6/21/2021	$4,065.34	$4,268.61	$4,482.05	$4,706.15	$4,941.46
FIELD UTILITIES STREETS JRNY	A180	BPSEA	6/21/2021	$4,471.79	$4,695.38	$4,930.14	$5,176.65	$5,435.49

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FIELD UTILITIES STREETS SUP	B195	BSPA	6/21/2021	$5,690.70	$5,975.24	$6,274.01	$6,587.70	$6,917.09
FINANCE DIRECTOR	E110	SENIOR	6/21/2021	$12,372.34	$12,990.95	$13,640.50	$14,322.53	$15,038.66
FIRE CAPTAIN	L110	BFA	7/21/2021	$8,819.54	$9,260.52	$9,723.54	$10,209.73	$10,720.21
FIRE CHIEF	F110	SEN SAFETY	6/21/2021	$13,297.48	$13,962.35	$14,660.47	$15,393.49	$16,163.17
FIRE ENGINEER	L130	BFA	7/21/2021	$8,017.67	$8,418.55	$8,839.48	$9,281.46	$9,745.53
FIRE LIEUTENANT	L115	BFA	7/21/2021	$8,418.55	$8,839.48	$9,281.46	$9,745.53	$10,232.80
FIRE MARSHAL	D130	MID SAFETY	7/21/2021	$8,875.40	$9,319.16	$9,785.12	$10,274.38	$10,788.09
FIRE PREVENTION INSPECTOR	A190	BPSEA	6/21/2021	$5,867.87	$6,161.26	$6,469.32	$6,792.80	$7,132.44
FIREFIGHTER	L120	BFA	7/21/2021	$6,936.56	$7,283.38	$7,647.55	$8,029.93	$8,431.43
FRCII - LIMITED DURATION	A200	BPSEA	6/21/2021	$3,411.39	$3,582.92	$3,761.45	$3,948.74	$4,146.52
HUMAN RESOURCES ANALYST I	H129	BSPA UNREP	6/21/2021	$5,733.45	$6,020.12	$6,321.12	$6,637.17	$6,969.03
HUMAN RESOURCES ANALYST II	H130	BSPA UNREP	6/21/2021	$6,306.78	$6,622.13	$6,953.23	$7,300.90	$7,665.94
HUMAN RESOURCES ASSISTANT	A220	BPSEA	6/21/2021	$4,363.19	$4,581.35	$4,810.42	$5,050.94	$5,303.49
HUMAN RESOURCES MANAGER	C151	MID	7/21/2021	$9,503.73	$9,978.91	$10,477.86	$11,001.75	$11,551.83
HUMAN RESOURCES TECHNICIAN	A210	BPSEA	6/21/2021	$4,471.38	$4,694.95	$4,929.70	$5,176.19	$5,434.99
INFORMATION TECH ASST PT LD	M285	PT FT SC	6/21/2021	$0.00	$0.00	$0.00	$0.00	$0.00
INFORMATION TECHNOLOGY ASST	A240	BPSEA	6/21/2021	$3,967.40	$4,165.77	$4,374.06	$4,592.76	$4,822.40
INFORMATION TECHNOLOGY MANAGER	C160	MID	7/21/2021	$9,776.75	$10,265.59	$10,778.87	$11,317.82	$11,883.71
IRRIGATION SPECIALIST	A230	BPSEA	6/21/2021	$4,646.66	$4,878.99	$5,122.93	$5,379.08	$5,648.04
IT ANALYST I	B215	BSPA	6/21/2021	$5,682.94	$5,967.08	$6,265.43	$6,578.71	$6,907.64
IT ANALYST II	B216	BSPA	6/21/2021	$6,251.69	$6,564.27	$6,892.49	$7,237.11	$7,598.97
LABORATORY ANALYST	A250	BPSEA	6/21/2021	$5,905.67	$6,200.96	$6,511.00	$6,836.55	$7,178.37
LABORATORY TECHNICIAN I	A260	BPSEA	6/21/2021	$4,668.38	$4,901.80	$5,146.90	$5,404.24	$5,674.45
LABORATORY TECHNICIAN II	A261	BPSEA	6/21/2021	$5,135.32	$5,392.09	$5,661.70	$5,944.78	$6,242.01
LIBRARIAN I	C170	MID	7/21/2021	$4,729.56	$4,966.04	$5,214.34	$5,475.06	$5,748.81
LIBRARIAN II	C171	MID	7/21/2021	$5,203.18	$5,463.33	$5,736.50	$6,023.33	$6,324.49
LIBRARY DIRECTOR	E120	SENIOR	6/21/2021	$11,237.52	$11,799.40	$12,389.37	$13,008.83	$13,659.27
LIBRARY MANAGER	C180	MID	7/21/2021	$6,881.26	$7,225.32	$7,586.58	$7,965.92	$8,364.21
LIBRARY TECHNICIAN I	B225	BSPA	6/21/2021	$3,503.78	$3,678.97	$3,862.92	$4,056.07	$4,258.87
LIBRARY TECHNICIAN II	B226	BSPA	6/21/2021	$3,853.79	$4,046.47	$4,248.80	$4,461.24	$4,684.30
LITERACY PROGRAM SUPERVISOR	B235	BSPA	6/21/2021	$4,621.74	$4,852.83	$5,095.47	$5,350.24	$5,617.75
MAINTENANCE CUSTODIAN	A290	BPSEA	6/21/2021	$3,749.02	$3,936.46	$4,133.29	$4,339.95	$4,556.95
MAINTENANCE TECHNOLOGIST I	A270	BPSEA	6/21/2021	$5,627.87	$5,909.27	$6,204.73	$6,514.97	$6,840.72
MAINTENANCE TECHNOLOGIST II	A271	BPSEA	6/21/2021	$6,190.66	$6,500.19	$6,825.21	$7,166.47	$7,524.78
MAINTENANCE WORKER III PCS	A280	BPSEA	6/21/2021	$5,089.01	$5,343.46	$5,610.63	$5,891.17	$6,185.72
MAINTENANCE WORKER III PW	A285	BPSEA	6/21/2021	$5,272.26	$5,535.87	$5,812.67	$6,103.30	$6,408.47
MANAGEMENT ANALYST I	B245	BSPA	6/21/2021	$5,754.05	$6,041.76	$6,343.85	$6,661.04	$6,994.09
MANAGEMENT ANALYST II	B246	BSPA	6/21/2021	$6,329.66	$6,646.14	$6,978.45	$7,327.37	$7,693.74
MAYOR	N130	ELECT	7/1/2012	$525.09				
MECHANIC	A305	BPSEA	6/21/2021	$5,050.25	$5,302.77	$5,567.91	$5,846.30	$6,138.62
MUNICIPAL PROJ MGR SPEC ADV CM	C185	MID	7/21/2021	$10,463.22	$10,986.38	$11,535.69	$12,112.48	$12,718.10
PARAMEDIC FIREFIGHTER	L140	BFA	7/21/2021	$7,631.34	$8,012.91	$8,413.55	$8,834.24	$9,275.94
PARK COMM SVCS DIRECTOR	E130	SENIOR	6/21/2021	$11,632.24	$12,213.85	$12,824.55	$13,465.77	$14,139.06

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PARKS BLDG MAINT SUPERVISOR	B255	BSPA	6/21/2021	$5,579.60	$5,858.59	$6,151.52	$6,459.09	$6,782.04
PARKS COMM SVCS SUPERINTENDENT	C190	MID	7/21/2021	$7,821.85	$8,212.95	$8,623.59	$9,054.77	$9,507.51
PLANNING MANAGER	C200	MID	7/21/2021	$9,526.14	$10,002.44	$10,502.57	$11,027.70	$11,579.08
PLBM JOURNEYMAN	A330	BPSEA	6/21/2021	$4,425.48	$4,646.75	$4,879.09	$5,123.04	$5,379.19
PLBM WORKER	A340	BPSEA	6/21/2021	$4,022.81	$4,223.95	$4,435.15	$4,656.91	$4,889.75
POLICE CAPTAIN	K110	PDMGT	7/1/2020	$10,934.84	$11,481.58	$12,055.66	$12,658.44	$13,291.37
POLICE CHIEF	F120	SEN SAFETY	6/21/2021	$14,193.48	$14,903.16	$15,648.31	$16,430.73	$17,252.26
POLICE LIEUTENANT	K120	PDMGT	5/21/2021	$10,438.60	$10,960.54	$11,508.56	$12,083.99	$12,688.19
POLICE OFFICER	J110	BPOA	8/21/2021	$7,245.53	$7,607.80	$7,988.20	$8,387.61	$8,806.98
POLICE RECORDS CLERK	I150	BDA	7/21/2021	$4,275.22	$4,488.98	$4,713.43	$4,949.09	$5,196.55
POLICE RECORDS SUPERVISOR	B260	BSPA	6/21/2021	$5,342.88	$5,610.02	$5,890.52	$6,185.05	$6,494.30
POLICE SERGEANT	J120	BPOA	8/21/2021	$8,695.01	$9,129.75	$9,586.24	$10,065.56	$10,568.84
POLICE TRAINEE	I155	BDA UNREP	6/21/2021	$5,021.66				
PRINCIPAL CIVIL ENGINEER	C210	MID	7/21/2021	$9,612.46	$10,093.09	$10,597.75	$11,127.63	$11,684.01
PRINCIPAL PLANNER	C220	MID	7/21/2021	$9,072.52	$9,526.14	$10,002.45	$10,502.58	$11,027.71
PROJECT MANAGER	C230	MID	7/21/2021	$9,098.44	$9,553.37	$10,031.04	$10,532.59	$11,059.22
PUBLIC SAFETY DISPATCH	I140	BDA	7/21/2021	$4,937.46	$5,184.33	$5,443.55	$5,715.72	$6,001.51
PUBLIC SAFETY DISPATCH LEAD	I130	BDA	7/21/2021	$5,431.47	$5,703.05	$5,988.19	$6,287.60	$6,601.99
PUBLIC SAFETY DISPATCH SUP	I129	BDA	7/21/2021	$5,924.95	$6,221.20	$6,532.26	$6,858.87	$7,201.82
PUBLIC WORKS DIRECTOR	E150	SENIOR	6/21/2021	$12,446.85	$13,069.20	$13,722.66	$14,408.78	$15,129.22
PUBLIC WORKS INSPECTOR	A350	BPSEA	6/21/2021	$5,669.36	$5,952.83	$6,250.48	$6,563.00	$6,891.15
PUBLIC WORKS MAINT SUPT	C240	MID	7/21/2021	$8,017.38	$8,418.25	$8,839.17	$9,281.12	$9,745.18
RECREATION ASSISTANT	A370	BPSEA	6/21/2021	$4,243.05	$4,455.20	$4,677.97	$4,911.86	$5,157.45
RECREATION COORDINATOR	A360	BPSEA	6/21/2021	$5,448.18	$5,720.59	$6,006.62	$6,306.96	$6,622.31
RECREATION SUPERVISOR	B265	BSPA	6/21/2021	$6,004.47	$6,304.69	$6,619.93	$6,950.93	$7,298.47
SENIOR ACCOUNT CLERK	A425	BPSEA	6/21/2021	$4,243.05	$4,455.20	$4,677.97	$4,911.86	$5,157.45
SENIOR ACCOUNTANT	B275	BSPA	6/21/2021	$6,703.16	$7,038.32	$7,390.23	$7,759.74	$8,147.73
SENIOR ACCOUNTING TECHNICIAN	A390	BPSEA	6/21/2021	$5,367.85	$5,636.24	$5,918.05	$6,213.95	$6,524.66
SENIOR ADMINISTRATIVE CLERK	A405	BPSEA	6/21/2021	$4,155.14	$4,362.90	$4,581.04	$4,810.09	$5,050.60
SENIOR CIVIL ENGINEER	B285	BSPA	6/21/2021	$8,921.44	$9,367.52	$9,835.90	$10,327.68	$10,844.07
SENIOR HUMAN RESOURCE ANALYST	H120	BSPA UNREP	7/1/2018	$6,368.90	$6,687.35	$7,021.72	$7,372.80	$7,741.44
SENIOR LIBRARIAN	C280	MID	7/21/2021	$5,983.37	$6,282.54	$6,596.66	$6,926.50	$7,272.83
SENIOR MECHANIC	A415	BPSEA	6/21/2021	$5,807.37	$6,097.73	$6,402.62	$6,722.75	$7,058.89
SENIOR MGMNT ANALYST	B305	BSPA	6/21/2021	$6,962.62	$7,310.74	$7,676.28	$8,060.09	$8,463.10
SENIOR PLANNER	B295	BSPA	6/21/2021	$7,567.78	$7,946.16	$8,343.47	$8,760.65	$9,198.68
TREASURER	N140	ELECT	7/1/2012	$200.00				
WASTEWATER OPERATOR I	A435	BPSEA	6/21/2021	$5,010.56	$5,261.09	$5,524.14	$5,800.35	$6,090.37
WASTEWATER OPERATOR II	A436	BPSEA	6/21/2021	$5,511.52	$5,787.09	$6,076.44	$6,380.27	$6,699.28
WASTEWATER OPERATOR III	A437	BPSEA	6/21/2021	$6,338.58	$6,655.51	$6,988.28	$7,337.70	$7,704.58
WASTEWATER PLANT SUPERVISOR	B335	BSPA	6/21/2021	$7,898.82	$8,293.76	$8,708.44	$9,143.86	$9,601.06
WASTEWATER PLANT SUPT	C290	MID	7/21/2021	$9,958.69	$10,456.62	$10,979.46	$11,528.43	$12,104.85
WATER OPERATOR II	A445	BPSEA	6/21/2021	$5,154.23	$5,411.94	$5,682.54	$5,966.67	$6,265.00
WATER OPERATOR III	A446	BPSEA	6/21/2021	$5,811.98	$6,102.58	$6,407.71	$6,728.10	$7,064.51

City of Benicia - Full Time Monthly Salary Schedule

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Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
WATER OPERATOR IV	A447	BPSEA	6/21/2021	$6,520.07	$6,846.06	$7,188.37	$7,547.78	$7,925.18
WATER PLANT SUPERVISOR	B315	BSPA	6/21/2021	$8,510.38	$8,935.89	$9,382.70	$9,851.83	$10,344.42
WATER PLANT SUPT	C310	MID	7/21/2021	$9,278.16	$9,742.07	$10,229.17	$10,740.63	$11,277.66
WATER QUALITY SUPERVISOR	B325	BSPA	6/21/2021	$7,734.02	$8,120.73	$8,526.76	$8,953.10	$9,400.76
WATER QUALITY TECHNICIAN I	A455	BPSEA	6/21/2021	$5,113.59	$5,369.27	$5,637.73	$5,919.62	$6,215.60
WATER QUALITY TECHNICIAN II	A456	BPSEA	6/21/2021	$5,623.99	$5,905.20	$6,200.46	$6,510.48	$6,836.00
WTP OPERATOR IN TRAINING	A310	BPSEA	6/21/2021	$4,482.19	$4,706.30	$4,941.61	$5,188.69	$5,448.12
WW QUALITY TECHNICIAN I	A465	BPSEA	6/21/2021	$5,113.59	$5,369.27	$5,637.73	$5,919.62	$6,215.60
WW QUALITY TECHNICIAN II	A466	BPSEA	6/21/2021	$5,623.99	$5,905.20	$6,200.46	$6,510.48	$6,836.00
WWTP OPERATOR IN TRAINING	A320	BPSEA	6/21/2021	$4,356.46	$4,574.29	$4,803.00	$5,043.15	$5,295.32

Classifications for employees who might be Y-Rated. For non y-rate positions, please refer to rates listed above.

LIBRARIAN II	Y171	MID	7/21/2021	$5,686.59	$5,970.93	$6,269.47	$6,582.95	$6,912.10
LIBRARY MGR	Y180	MID	7/21/2021	$7,459.11	$7,832.07	$8,223.66	$8,634.85	$9,066.59
PARKS COMM SVCS SUPERINTENDENT	Y190	MID	7/21/2021	$8,121.52	$8,527.60	$8,953.98	$9,401.68	$9,871.76
LIBRARY TECH II	Y226	BPSEA	6/21/2021	$4,153.69	$4,361.37	$4,579.44	$4,808.42	$5,048.84
MANAGEMENT ANALYST II	Y246	BPSEA	6/21/2021	$6,478.57	$6,802.50	$7,142.63	$7,499.76	$7,874.75
SENIOR LIBRARIAN	Y280	MID	7/21/2021	$6,486.09	$6,810.40	$7,150.91	$7,508.46	$7,883.89
WATER QUALITY TECHNICIAN II	Y456	BPSEA	6/21/2021	$5,638.78	$5,920.72	$6,216.76	$6,527.60	$6,853.97

Updated by: HR Manager

Reviewd by: Payroll and HR Staff

*retroactive change to City Manager Rate only. Effective 6-21-22

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	Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
	ACCOUNT CLERK I	A100	BPSEA	6/21/2022	$3,629.99	$3,811.49	$4,002.07	$4,202.17	$4,412.27
	ACCOUNT CLERK II	A101	BPSEA	6/21/2022	$3,992.99	$4,192.64	$4,402.27	$4,622.38	$4,853.50
	ACCOUNTANT I	B270	BSPA	6/21/2022	$5,734.53	$6,021.25	$6,322.32	$6,638.44	$6,970.35
	ACCOUNTANT II	B271	BSPA	6/21/2022	$6,307.98	$6,623.37	$6,954.54	$7,302.27	$7,667.39
	ACCOUNTING MANAGER	C105	MID	6/21/2022	$9,849.52	$10,341.99	$10,859.10	$11,402.05	$11,972.15
	ACCOUNTING TECHNICIAN	A120	BPSEA	6/21/2022	$5,050.69	$5,303.21	$5,568.38	$5,846.78	$6,139.13
	ACTING PW MAINT SUPERINTENDENT	B340	BSPA	7/21/2021	$8,017.38	$8,418.25	$8,839.17	$9,281.12	$9,745.18
	ADMIN CLERK I	A130	BPSEA	6/21/2022	$3,400.06	$3,570.06	$3,748.57	$3,936.00	$4,132.79
	ADMIN CLERK II	A131	BPSEA	6/21/2022	$3,740.56	$3,927.59	$4,123.96	$4,330.17	$4,546.67
	ADMIN SECRETARY	B100	BSPA	6/21/2022	$4,707.06	$4,942.40	$5,189.53	$5,449.01	$5,721.45
	ANIMAL CONTROL OFFICER	I110	BDA	6/21/2022	$4,403.48	$4,623.65	$4,854.83	$5,097.56	$5,352.45
	ASSISTANT ENGINEER	B120	BSPA	6/21/2022	$7,300.49	$7,665.51	$8,048.78	$8,451.21	$8,873.78
	ASSISTANT FINANCE DIRECTOR	C110	MID	6/21/2022	$11,099.58	$11,654.55	$12,237.28	$12,849.15	$13,491.61
	ASSISTANT PLANNER	B130	BSPA	6/21/2022	$6,192.45	$6,502.08	$6,827.18	$7,168.55	$7,526.96
	ASSOCIATE CIVIL ENGINEER	B140	BSPA	6/21/2022	$8,031.38	$8,432.95	$8,854.60	$9,297.34	$9,762.20
	ASSOCIATE PLANNER	B150	BSPA	6/21/2022	$6,811.79	$7,152.38	$7,510.01	$7,885.50	$8,279.77
	ASST CITY MANAGER	H110	UNREP	7/1/2020	$13,356.37	$14,024.19	$14,725.40	$15,461.67	$16,234.75
	BUILDING INSPECTOR I	A140	BPSEA	6/21/2022	$5,522.27	$5,798.40	$6,088.31	$6,392.73	$6,712.36
	BUILDING INSPECTOR II	A141	BPSEA	6/21/2022	$6,074.13	$6,377.83	$6,696.72	$7,031.56	$7,383.14
	BUILDING OFFICIAL	C120	MID	6/21/2022	$9,626.50	$10,107.83	$10,613.22	$11,143.89	$11,701.09
	CITY CLERK	N110	ELECT	7/1/2012	$1,078.67				
	CITY ENGINEER	C130	MID	6/21/2022	$11,684.91	$12,269.16	$12,882.62	$13,526.74	$14,203.08
*	CITY MANAGER	G110	CONTRACT	6/21/2022	$23,065.00				
	COMMUNITY DEVELOPMENT DIRECTOR	E140	SENIOR	6/21/2022	$12,470.53	$13,094.06	$13,748.76	$14,436.19	$15,158.01
	COMMUNITY PRESERVATION OFFICER	A145	BPSEA	6/21/2022	$5,912.31	$6,207.93	$6,518.33	$6,844.24	$7,186.45
	COMMUNITY SERVICE OFFICER I	I120	BDA	6/21/2022	$4,403.48	$4,623.65	$4,854.83	$5,097.56	$5,352.45
	COMMUNITY SERVICE OFFICER II	I121	BDA	6/21/2022	$4,843.54	$5,085.72	$5,340.00	$5,607.01	$5,887.36
	COUNCIL MEMBER	N120	ELECT	7/1/2012	$393.59				
	DEPUTY CITY CLERK	B170	BSPA	6/21/2022	$5,413.11	$5,683.76	$5,967.95	$6,266.36	$6,579.66
	DEPUTY CITY MANAGER	E160	SENIOR	6/21/2022	$11,820.43	$12,411.45	$13,032.02	$13,683.63	$14,367.80
	DEPUTY FIRE CHIEF	D110	MID SAFETY	6/21/2022	$11,490.87	$12,065.40	$12,668.67	$13,302.11	$13,967.21
	DEPUTY PW DIR ENG	C260	MID	6/21/2022	$11,684.91	$12,269.16	$12,882.62	$13,526.74	$14,203.08
	DEPUTY PW DIR UTILITIES	C270	MID	6/21/2022	$11,684.91	$12,269.16	$12,882.62	$13,526.74	$14,203.08
	DEVELOPMENT SERVICES TECH I	A150	BPSEA	6/21/2022	$4,323.70	$4,539.88	$4,766.88	$5,005.22	$5,255.49
	DEVELOPMENT SERVICES TECH II	A151	BPSEA	6/21/2022	$4,756.16	$4,993.98	$5,243.67	$5,505.85	$5,781.15
	DIVISION FIRE CHIEF	D120	MID SAFETY	6/21/2022	$10,705.08	$11,240.34	$11,802.35	$12,392.47	$13,012.09
	DIVISION FIRE CHIEF INTERIM	L150	BFA	7/1/2020	$9,586.31	$10,065.62	$10,568.90	$11,097.35	$11,652.22
	ECONOMIC DEVELOPMENT MGR I	C140	MID	6/21/2022	$8,844.23	$9,286.45	$9,750.77	$10,238.30	$10,750.21
	ECONOMIC DEVELOPMENT MGR II	C150	MID	6/21/2022	$10,612.69	$11,143.31	$11,700.48	$12,285.51	$12,899.79
	ECONOMIC DEVELOPMENT SPEC	B180	BSPA	6/21/2022	$5,671.66	$5,955.25	$6,253.01	$6,565.65	$6,893.94
	ENGINEERING TECHNICIAN I	A160	BPSEA	6/21/2022	$4,756.16	$4,993.98	$5,243.67	$5,505.85	$5,781.15

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ENGINEERING TECHNICIAN II	A161	BPSEA	6/21/2022	$5,231.68	$5,493.26	$5,767.93	$6,056.33	$6,359.14
EXECUTIVE ASST TO CITY MANAGER	B190	BSPA	6/21/2022	$5,413.11	$5,683.76	$5,967.95	$6,266.36	$6,579.66
EXECUTIVE ASST TO POLICE CHIEF	B191	BSPA	6/21/2022	$5,060.08	$5,313.09	$5,578.75	$5,857.68	$6,150.56
FIELD UTILITIES STREETS APPR	A170	BPSEA	6/21/2022	$4,208.24	$4,418.65	$4,639.59	$4,871.57	$5,115.16
FIELD UTILITIES STREETS JRNY	A180	BPSEA	6/21/2022	$4,628.97	$4,860.43	$5,103.43	$5,358.61	$5,626.55
FIELD UTILITIES STREETS SUP	B195	BSPA	6/21/2022	$5,890.72	$6,185.27	$6,494.54	$6,819.26	$7,160.23
FINANCE DIRECTOR	E110	SENIOR	6/21/2022	$12,743.51	$13,380.68	$14,049.72	$14,752.21	$15,489.82
FIRE CAPTAIN	L110	BFA	6/21/2022	$9,084.13	$9,538.34	$10,015.25	$10,516.02	$11,041.82
FIRE CHIEF	F110	SEN SAFETY	6/21/2022	$13,696.40	$14,381.22	$15,100.28	$15,855.29	$16,648.07
FIRE ENGINEER	L130	BFA	6/21/2022	$8,258.20	$8,671.11	$9,104.66	$9,559.90	$10,037.90
FIRE LIEUTENANT	L115	BFA	6/21/2022	$8,671.11	$9,104.66	$9,559.90	$10,037.90	$10,539.78
FIRE MARSHAL	D130	MID SAFETY	6/21/2022	$9,575.89	$10,054.67	$10,557.41	$11,085.28	$11,639.54
FIRE PREVENTION INSPECTOR	A190	BPSEA	6/21/2022	$6,074.13	$6,377.83	$6,696.72	$7,031.56	$7,383.14
FIRE PREVENTION INSPECTOR II	A191	BPSEA	6/21/2022	$6,681.54	$7,015.62	$7,366.41	$7,734.72	$8,121.46
FIREFIGHTER	L120	BFA	6/21/2022	$7,144.66	$7,501.88	$7,876.98	$8,270.83	$8,684.37
FRCII - LIMITED DURATION	A200	BPSEA	6/21/2022	$3,531.30	$3,708.85	$3,893.67	$4,087.53	$4,292.27
HUMAN RESOURCES ANALYST I	H129	BSPA UNREP	6/21/2022	$5,934.98	$6,231.73	$6,543.31	$6,870.47	$7,214.00
HUMAN RESOURCES ANALYST II	H130	BSPA UNREP	6/21/2022	$6,528.46	$6,854.90	$7,197.64	$7,557.52	$7,935.40
HUMAN RESOURCES ASSISTANT	A220	BPSEA	6/21/2022	$4,516.56	$4,742.39	$4,979.50	$5,228.48	$5,489.91
HUMAN RESOURCES MANAGER	C151	MID	6/21/2022	$10,106.98	$10,612.32	$11,142.94	$11,700.09	$12,285.08
HUMAN RESOURCES TECHNICIAN	A210	BPSEA	6/21/2022	$4,628.55	$4,859.97	$5,102.98	$5,358.13	$5,626.04
INFORMATION TECHNOLOGY ASST	A240	BPSEA	6/21/2022	$4,106.86	$4,312.20	$4,527.81	$4,754.19	$4,991.91
INFORMATION TECHNOLOGY MANAGER	C160	MID	6/21/2022	$10,397.32	$10,917.20	$11,463.06	$12,036.22	$12,638.03
INTERIM CITY MGR/POLICE CHIEF	G109	SEN SAFETY	9/15/2020	$19,045.82				
IRRIGATION SPECIALIST	A230	BPSEA	6/21/2022	$4,809.99	$5,050.49	$5,303.00	$5,568.16	$5,846.57
IT ANALYST I	B215	BSPA	6/21/2022	$5,882.69	$6,176.83	$6,485.66	$6,809.95	$7,150.45
IT ANALYST II	B216	BSPA	6/21/2022	$6,471.44	$6,795.00	$7,134.76	$7,491.50	$7,866.07
LABORATORY ANALYST	A250	BPSEA	6/21/2022	$6,113.26	$6,418.92	$6,739.87	$7,076.85	$7,430.69
LABORATORY TECHNICIAN I	A260	BPSEA	6/21/2022	$4,832.47	$5,074.10	$5,327.81	$5,594.20	$5,873.90
LABORATORY TECHNICIAN II	A261	BPSEA	6/21/2022	$5,315.83	$5,581.62	$5,860.71	$6,153.74	$6,461.42
LIBRARIAN I	C170	MID	6/21/2022	$5,029.77	$5,281.26	$5,545.32	$5,822.59	$6,113.72
LIBRARIAN II	C171	MID	6/21/2022	$5,533.45	$5,810.12	$6,100.63	$6,405.66	$6,725.94
LIBRARY DIRECTOR	E120	SENIOR	6/21/2022	$11,574.65	$12,153.38	$12,761.05	$13,399.09	$14,069.05
LIBRARY MANAGER	C180	MID	6/21/2022	$7,318.05	$7,683.94	$8,068.13	$8,471.55	$8,895.13
LIBRARY TECHNICIAN I	B225	BSPA	6/21/2022	$3,626.94	$3,808.28	$3,998.70	$4,198.64	$4,408.56
LIBRARY TECHNICIAN II	B226	BSPA	6/21/2022	$3,989.25	$4,188.70	$4,398.14	$4,618.06	$4,848.95
LITERACY PROGRAM SUPERVISOR	B235	BSPA	6/21/2022	$4,784.20	$5,023.40	$5,274.58	$5,538.30	$5,815.22
MAINTENANCE CUSTODIAN	A290	BPSEA	6/21/2022	$3,880.80	$4,074.82	$4,278.58	$4,492.50	$4,717.12
MAINTENANCE TECHNOLOGIST I	A270	BPSEA	6/21/2022	$5,825.69	$6,116.98	$6,422.82	$6,743.97	$7,081.17
MAINTENANCE TECHNOLOGIST II	A271	BPSEA	6/21/2022	$6,408.26	$6,728.67	$7,065.12	$7,418.37	$7,789.27
MAINTENANCE WORKER III PCS	A280	BPSEA	6/21/2022	$5,267.89	$5,531.29	$5,807.84	$6,098.25	$6,403.15

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MAINTENANCE WORKER III PW	A285	BPSEA	6/21/2022	$5,457.58	$5,730.46	$6,016.98	$6,317.83	$6,633.73
MANAGEMENT ANALYST I	B245	BSPA	6/21/2022	$5,956.30	$6,254.13	$6,566.84	$6,895.18	$7,239.93
MANAGEMENT ANALYST II	B246	BSPA	6/21/2022	$6,552.15	$6,879.75	$7,223.74	$7,584.93	$7,964.18
MAYOR	N130	ELECT	7/1/2012	$525.09				
MECHANIC	A305	BPSEA	6/21/2022	$5,227.77	$5,489.16	$5,763.62	$6,051.80	$6,354.39
MUNICIPAL PROJ MGR SPEC ADV CM	C185	MID	6/21/2022	$11,127.37	$11,683.74	$12,267.92	$12,881.32	$13,525.38
PARAMEDIC FIREFIGHTER	L140	BFA	6/21/2022	$7,860.28	$8,253.30	$8,665.96	$9,099.27	$9,554.22
PARK COMM SVCS DIRECTOR	E130	SENIOR	6/21/2022	$11,981.21	$12,580.27	$13,209.29	$13,869.74	$14,563.23
PARKS BLDG MAINT SUPERVISOR	B255	BSPA	6/21/2022	$5,775.73	$6,064.52	$6,367.75	$6,686.13	$7,020.43
PARKS COMM SVCS SUPERINTENDENT	C190	MID	6/21/2022	$8,318.34	$8,734.27	$9,170.98	$9,629.52	$10,111.00
PLANNING MANAGER	C200	MID	6/21/2022	$10,130.81	$10,637.35	$11,169.22	$11,727.68	$12,314.06
PLBM JOURNEYMAN	A330	BPSEA	6/21/2022	$4,581.04	$4,810.08	$5,050.59	$5,303.12	$5,568.27
PLBM WORKER	A340	BPSEA	6/21/2022	$4,164.21	$4,372.42	$4,591.05	$4,820.60	$5,061.63
POLICE CAPTAIN	K110	PDMGT	7/1/2020	$10,934.84	$11,481.58	$12,055.66	$12,658.44	$13,291.37
POLICE CHIEF	F120	SEN SAFETY	6/21/2022	$14,619.28	$15,350.25	$16,117.76	$16,923.65	$17,769.83
POLICE LIEUTENANT	K120	PDMGT	6/21/2022	$11,892.55	$12,487.18	$13,111.54	$13,767.12	$14,455.47
POLICE OFFICER	J110	BPOA	6/21/2022	$7,462.90	$7,836.03	$8,227.85	$8,639.24	$9,071.19
POLICE RECORDS CLERK	I150	BDA	6/21/2022	$4,403.48	$4,623.65	$4,854.83	$5,097.56	$5,352.45
POLICE RECORDS SUPERVISOR	B260	BSPA	6/21/2022	$5,530.68	$5,807.21	$6,097.57	$6,402.46	$6,722.57
POLICE SERGEANT	J120	BPOA	6/21/2022	$8,955.86	$9,403.64	$9,873.83	$10,367.53	$10,885.91
POLICE TRAINEE	I155	BDA UNREP	6/21/2021	$5,021.66				
PRINCIPAL CIVIL ENGINEER	C210	MID	6/21/2022	$10,222.62	$10,733.75	$11,270.45	$11,833.96	$12,425.65
PRINCIPAL PLANNER	C220	MID	6/21/2022	$9,648.40	$10,130.81	$10,637.36	$11,169.23	$11,727.69
PROCUREMENT/PROGRAM SPECIALIST	B263	BSPA	6/21/2022	$8,564.80	$8,993.04	$9,442.69	$9,914.83	$10,410.57
PROJECT MANAGER	C230	MID	6/21/2022	$9,675.96	$10,159.77	$10,667.76	$11,201.15	$11,761.20
PUBLIC SAFETY DISPATCH	I140	BDA	6/21/2022	$5,085.58	$5,339.86	$5,606.86	$5,887.19	$6,181.56
PUBLIC SAFETY DISPATCH LEAD	I130	BDA	6/21/2022	$5,594.41	$5,874.14	$6,167.84	$6,476.23	$6,800.05
PUBLIC SAFETY DISPATCH SUP	I129	BDA	6/21/2022	$6,102.70	$6,407.84	$6,728.23	$7,064.64	$7,417.87
PUBLIC WORKS DIRECTOR	E150	SENIOR	6/21/2022	$12,820.26	$13,461.28	$14,134.34	$14,841.04	$15,583.10
PUBLIC WORKS INSPECTOR	A350	BPSEA	6/21/2022	$5,868.64	$6,162.07	$6,470.18	$6,793.69	$7,133.38
PUBLIC WORKS MAINT SUPT	C240	MID	6/21/2022	$8,526.28	$8,952.60	$9,400.23	$9,870.24	$10,363.76
RECREATION ASSISTANT	A370	BPSEA	6/21/2022	$4,392.20	$4,611.80	$4,842.40	$5,084.51	$5,338.74
RECREATION COORDINATOR	A360	BPSEA	6/21/2022	$5,639.68	$5,921.67	$6,217.75	$6,528.64	$6,855.08
RECREATION SUPERVISOR	B265	BSPA	6/21/2022	$6,215.52	$6,526.30	$6,852.62	$7,195.25	$7,555.01
SENIOR ACCOUNT CLERK	A425	BPSEA	6/21/2022	$4,392.20	$4,611.80	$4,842.40	$5,084.51	$5,338.74
SENIOR ACCOUNTANT	B275	BSPA	6/21/2022	$6,938.78	$7,285.72	$7,650.00	$8,032.50	$8,434.12
SENIOR ACCOUNTING TECHNICIAN	A390	BPSEA	6/21/2022	$5,556.53	$5,834.35	$6,126.07	$6,432.37	$6,754.00
SENIOR ADMINISTRATIVE CLERK	A405	BPSEA	6/21/2022	$4,301.20	$4,516.25	$4,742.07	$4,979.16	$5,228.13
SENIOR CIVIL ENGINEER	B285	BSPA	6/21/2022	$9,235.03	$9,696.79	$10,181.63	$10,690.70	$11,225.24
SENIOR HUMAN RESOURCE ANALYST	H120	BSPA UNREP	7/1/2018	$6,368.90	$6,687.35	$7,021.72	$7,372.80	$7,741.44
SENIOR HUMAN RESOURCES TECH	A212	BPSEA	6/21/2022	$5,322.83	$5,588.98	$5,868.43	$6,161.85	$6,469.95

City of Benicia - Full Time Monthly Salary Schedule

For questions, contact Human Resources at (707) 746-4766

Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
SENIOR IT ANALYST	B217	BSPA	6/21/2022	$7,442.15	$7,814.26	$8,204.97	$8,615.22	$9,045.98
SENIOR LIBRARIAN	C280	MID	6/21/2022	$6,363.16	$6,681.32	$7,015.38	$7,366.16	$7,734.48
SENIOR MECHANIC	A415	BPSEA	6/21/2022	$6,011.50	$6,312.07	$6,627.67	$6,959.05	$7,307.01
SENIOR MGMNT ANALYST	B305	BSPA	6/21/2022	$7,207.35	$7,567.71	$7,946.10	$8,343.40	$8,760.58
SENIOR PLANNER	B295	BSPA	6/21/2022	$7,833.79	$8,225.47	$8,636.75	$9,068.58	$9,522.01
TREASURER	N140	ELECT	7/1/2012	$200.00				
WASTEWATER OPERATOR I	A435	BPSEA	6/21/2022	$5,186.68	$5,446.02	$5,718.31	$6,004.23	$6,304.44
WASTEWATER OPERATOR II	A436	BPSEA	6/21/2022	$5,705.25	$5,990.51	$6,290.02	$6,604.54	$6,934.76
WASTEWATER OPERATOR III	A437	BPSEA	6/21/2022	$6,561.38	$6,889.45	$7,233.92	$7,595.62	$7,975.39
WASTEWATER PLANT SUPERVISOR	B335	BSPA	6/21/2022	$8,176.46	$8,585.29	$9,014.54	$9,465.27	$9,938.54
WASTEWATER PLANT SUPT	C290	MID	6/21/2022	$10,590.82	$11,120.35	$11,676.38	$12,260.19	$12,873.21
WATER OPERATOR II	A445	BPSEA	6/21/2022	$5,335.40	$5,602.17	$5,882.28	$6,176.40	$6,485.22
WATER OPERATOR III	A446	BPSEA	6/21/2022	$6,016.27	$6,317.08	$6,632.94	$6,964.59	$7,312.82
WATER OPERATOR IV	A447	BPSEA	6/21/2022	$6,749.25	$7,086.70	$7,441.04	$7,813.09	$8,203.75
WATER PLANT SUPERVISOR	B315	BSPA	6/21/2022	$8,809.52	$9,249.99	$9,712.50	$10,198.12	$10,708.02
WATER PLANT SUPT	C310	MID	6/21/2022	$9,867.09	$10,360.45	$10,878.47	$11,422.39	$11,993.51
WATER QUALITY SUPERVISOR	B325	BSPA	6/21/2022	$8,005.87	$8,406.17	$8,826.47	$9,267.81	$9,731.19
WATER QUALITY TECHNICIAN I	A455	BPSEA	6/21/2022	$5,293.33	$5,558.00	$5,835.90	$6,127.70	$6,434.08
WATER QUALITY TECHNICIAN II	A456	BPSEA	6/21/2022	$5,821.67	$6,112.77	$6,418.40	$6,739.32	$7,076.29
WTP OPERATOR IN TRAINING	A310	BPSEA	6/21/2022	$4,639.74	$4,871.72	$5,115.31	$5,371.07	$5,639.62
WW QUALITY TECHNICIAN I	A465	BPSEA	6/21/2022	$5,293.33	$5,558.00	$5,835.90	$6,127.70	$6,434.08
WW QUALITY TECHNICIAN II	A466	BPSEA	6/21/2022	$5,821.67	$6,112.77	$6,418.40	$6,739.32	$7,076.29
WWTP OPERATOR IN TRAINING	A320	BPSEA	6/21/2022	$4,509.59	$4,735.07	$4,971.83	$5,220.42	$5,481.45

Classifications for employees who might be Y-Rated. For non y-rate positions, please refer to rates listed above.

LIBRARIAN II	Y171	MID	6/21/2022	$6,047.54	$6,349.94	$6,667.43	$7,000.81	$7,350.84
LIBRARY MGR	Y180	MID	6/21/2022	$7,932.58	$8,329.21	$8,745.66	$9,182.94	$9,642.09
PARKS COMM SVCS SUPERINTENDENT	Y190	MID	6/21/2022	$8,637.03	$9,068.89	$9,522.33	$9,998.45	$10,498.37
LIBRARY TECH II	Y226	BPSEA	6/21/2022	$4,299.69	$4,514.68	$4,740.41	$4,977.43	$5,226.30
MANAGEMENT ANALYST II	Y246	BPSEA	6/21/2022	$6,706.29	$7,041.61	$7,393.69	$7,763.38	$8,151.54
SENIOR LIBRARIAN	Y280	MID	6/21/2022	$6,897.80	$7,242.69	$7,604.81	$7,985.06	$8,384.32
WATER QUALITY TECHNICIAN II	Y456	BPSEA	6/21/2022	$5,836.98	$6,128.83	$6,435.29	$6,757.05	$7,094.89

Updated by: HR Manager
Reviewed by: Payroll and HR Staff

Reference: Reso 22-xx

Exhibit B
SEE NEXT PAGE
Second Amendment to Upson City Manager Employment Agreement

AMENDED CITY MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is entered into on May 6, 2025, and is an amendment to City Manager Employment Agreement ("Agreement") by and between the City of Benicia ("City") a general law city, and Erik Upson, an individual, (collectively, the "Parties") that was effective as of January 19, 2021.

RECITALS

A. In January 2021, the City needed an individual to hold the position of City Manager and the City Council is empowered pursuant to the Benicia Municipal Code to appoint a City Manager; and

B. Whereas, Upson was hired as the City Manager as of January 19, 2021 and entered into the Agreement with Upson; and

C. Whereas, the Agreement was amended on February 21, 2022 ("First Amendment") to provide Upson 3% Cost of Living Adjustment (COLA) effective June 21, 2022, the equivalent to the COLA granted to most full-time employees; and

D. Upson remained employed as City Manager until his retirement on March 1, 2023; and

E. After a review of Upson's compensation as City Manager, California Public Employees' Retirement System ("CalPERS") determined that there was a discrepancy regarding Upson's reportable compensation to CalPERS, including the longevity pay; and

F. CalPERS and the City agreed to retroactively update Upson's reportable compensation, including Upsons's longevity pay; and

G. The purpose of this Second Amendment is to reflect the retroactive corrections to Upson's reportable compensation and reflects no overall increase to Upson's compensation earned while employed as the City Manager.

EMPLOYMENT AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, terms and conditions of this Agreement, the Parties agree as follows:

SECTION 1: Section IV.A.1 of the Agreement is hereby amended to read as follows:

A. Base Salary

1. In order to properly reflect Upson's CalPERS reportable compensation, effective January 19, 2021, the City agrees to pay Upson for his services rendered,

pursuant herein, a monthly base salary of $21,475.00. Effective February 21, 2022, the City agrees to pay Upson a monthly base salary of $22,465.00. Effective June 21, 2022, Upson's base salary shall reflect that he received a COLA increase for a monthly base salary of $23,065. Upson shall receive this salary according to the payroll schedule in place for City employees. Upson will not be entitled to receive payment or credit for, and the City shall not pay or credit Upson for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Upson acknowledges that the position of City Manager is exempt from the provisions of the FLSA.

SECTION 2. Section IX.H of the Agreement is hereby amended to read as follows:

H. Longevity Pay

In order to properly reflect Upson's CalPERS reportable compensation, effective January 19, 2021, the City shall provide Upson a longevity pay of one and one quarter percent (1.25%) of salary recognizing 23 years of public service, the equivalent longevity pay as other senior management employees in the City receive. Longevity pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

SECTION 3. Except as herein amended, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF**,** City has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and Upson has signed and executed this Employment Agreement, as of the date first indicated above.

CITY OF BENICIA

_____	_____
Erik Upson, City Manager	Steve Young, Mayor
ATTEST	**APPROVED AS TO FORM**
_____	_____
Lisa Wolfe, City Clerk	Benjamin Stock, City Attorney

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **ACCEPTANCE OF THE WASTEWATER TREATMENT PLANT PRIMARY TREATMENT REHABILITATION PROJECT**

EXECUTIVE SUMMARY:

The Wastewater Treatment Plant (WWTP) Primary Treatment Rehabilitation Project (Project), Project No. 19-13, consisted of repairs, improvements and recoating to the headworks and primary clarifier structures at the WWTP to prevent deterioration. The original construction budget was $3,369,000, adopted in Resolution Number 23-149 on December 5, 2023. Construction is now complete.

RECOMMENDATION:

Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the Project, Project No. 19-13, as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2) and authorizing the City Clerk to file said notice with the Solano County Recorder.

BUDGET INFORMATION:

The final construction cost, including nine change orders, is $3,248,457.49, which is $120,542.51 under the $3,369,000 construction budget. Sufficient funds for this Project are available for the closeout and completion of the Project from Account No. 7208031-7435.

Construction Costs			
Construction (GSE)	FY24 & 25	$	2,929,249.65
Change Orders (9) (GSE)	FY24 & 25	$	319,207.84
Total			**$3,248,457.49**

BACKGROUND:

The headworks and primary clarifier systems remove heavy solids from the wastewater to protect the downstream process. These areas are exposed to liquids and gases that corrode concrete, which need to be protected. A protective coating was applied as a part of the 1998 Wastewater Treatment Plant Improvement Project, but the coating is failing. In addition, some of the processing equipment within this portion of the WWTP was installed over forty years ago and needs to be replaced.

The following is a list of improvements included in the design and construction:

Headworks:

- Remove existing steel swing gate in pre-headworks transfer box.
- Remove ladders in pre-headworks transfer box and scum pit.
- Install (1) one new influent gate with a new actuator.
- Remove existing steel receiving channels for the (3) three influent pump sluice gates and install three new flush mounted fiber reinforced polymer gates to be hand crank operated.
- Replace (1) one rake isolation gate with sluice gate that slides into a receiving channel. The new gate will not be permanently mounted in channel.

Primary Clarifier Influent Channel:

- Install (1) one new sluice gate between grit effluent and primary influent channels.

Primary Clarifiers:

- Removal of obsolete or decommissioned anchors, unistrut, and piping.
- Remove and replace any defective steel grating L-brackets.
- Remove and replace existing (6) six steel influent baffles.
- Replace (6) six existing Plastifab influent sluice gates.
- Replace weather stripping on odor scrubber covers and other components as deemed necessary.
- Replace (4) three beaches (No. 1, No. 2, No. 3, No. 4).
- Replace (1) helical skimmer (No. 1).
- Replace launder support beam with coated stainless steel.
- Install blind flanges on two of the diversion lines to the multi-purpose basin return pump wet well.
- Repair of softened concrete in select areas.
- Recoating of the primary clarifiers (No. 1, No. 2, No. 3, No. 4), influent and effluent channels, and other structures.

These improvements were identified in the 2020 Condition Assessment Report by Stantec Engineering Services, Inc. as WWO-076 (Recoat Concrete Channels) and WWTP-004 (Headworks Improvements).

Construction bids were solicited and received in September 2023. Council awarded the construction contract to GSE Construction Company on December 5, 2023, for $2,929,250 plus construction contingency of $439,750, for a total of $3,369,000. Construction took place from March 2024 to December 2024.

NEXT STEPS:
If the Council adopts the resolution, the City manager will sign the Notice of Completion, which will be filed with the Solano County Recorder by the City Clerk.

ALTERNATIVE ACTIONS:
None.

CEQA Analysis	This Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302, which exempts the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no capacity expansion.

ATTACHMENTS:

1. Resolution – WWTP Primary Treatment Rehabilitation Project
   Exhibit A – Summary of the Contract Change Order
2. Notice of Completion

For more information, contact Danielle Bonham, Public Works Director
Phone: 707-746-4240
E-mail: DBonham@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING WASTEWATER TRETAMENT PLANT PRIMARY TREATMENT REHABILITATION PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

WHEREAS, on December 5, 2023, the City Council adopted Resolution No. 23-149 awarding the construction contract for the Wastewater Treatment Plant Primary Treatment Rehabilitation Project to GSE Construction Company in the amount of $2,929,250 plus construction contingency of $439,750 for a total amount of $3,369,000; and

WHEREAS, the final, total project cost is shown in the table below; and

Construction Costs				
	Construction (GSE)	FY24 & 25	$	2,929,249.65
	Change Orders (9) (GSE)	FY24 & 25	$	319,207.84
	Total			**$3,248,457.49**

WHEREAS, a summary of the project change order is attached as Exhibit A; and

WHEREAS, GSE Construction Company has completed the work in accordance with the plans and specifications and to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby accept the Wastewater Treatment Plant Primary Treatment Rehabilitation Project, Project No. 19-13, as complete, for a total project cost of $3,248,457.49.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the Notice of Completion and the City Clerk is authorized to file said Notice with the Solano County Recorder.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Summary of the Contract Change Order
[see next page]

EXHIBIT A—SUMMARY OF THE CONTRACT CHANGE ORDER

Contract Change Order No.	Description	Amount
1	Slide Gate SG-1-2 Width Change from 30" to 62.5"	$4,779.00
2	Modifications from IFB to IFC Drawing S-1, Section 2	$3,036.00
3	Additional Work	$21,515.71
4	Additional Work	$34,421.00
5	Influent Channel Tread Plates	$46,287.00
6	Additional Work	$22,527.00
7	Additional Coating	$74,895.00
8	Additional Work	$78,298.00
9	Bypass and Credits	$33,449.13
	Total Amount Approved by this Resolution:	**$319,207.84**

Recorded at the request of:
CITY OF BENICIA

After recording return to:
CITY OF BENICIA
ATTN: CITY CLERK'S OFFICE
250 EAST L STREET
BENICIA, CA 94510

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Benicia, 250 East L Street, Benicia, CA, 94510, is the owner of the construction project described as:

   Wastewater Treatment Plant Primary Treatment Rehabilitation Project, completed in the City of Benicia, County of Solano, State of California

   Nature of title as stated owner: In Fee.

2. A Capital Improvements Project known as the Wastewater Treatment Plant Primary Treatment Rehabilitation Project, located at 614 East 5th Street in the City of Benicia, CA 94510 was completed in the amount of $3,248,457.49 and accepted by the City Council of the City of Benicia on May 6, 2025.

3. The name of the contractor for the improvement is **GSE Construction Company, Livermore, CA.**

CITY OF BENICIA

Dated: _____ By: _____
Mario Giuliani, City Manager

Attest:

_____
Lisa Wolfe, City Clerk

The undersigned, being duly sworn, says: that she is the person signing the above document; that she has read the same and knows the contents thereof, and that the facts stated therein are true, under penalty of perjury.

_____
Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF PURCHASE OF OUTDOOR FURNITURE, AMENITIES AND SHADE STRUCTURES FOR JACK LONDON PARK**

EXECUTIVE SUMMARY:

The Public Works Parks Division is requesting approval to purchase outdoor furniture, amenities and shade structures at Jack London Park located at Rose Drive and Hastings Drive. This park was built in 1991 and needs refurbishment. The outdoor furniture, such as picnic tables and BBQ pits are well past their prime and need to be replaced as well as other amenities (i.e. basketball hoops/nets, and trash receptacles).

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the purchase of outdoor furniture, amenities and shade structures for Jack London Park in the amount of $225,600.32 and authorizing the City Manager and Finance Director to sign the purchase order on behalf of the City.

BUDGET INFORMATION:

Funding is included in the City's current budget. The outdoor furniture, amenities and shade structures will be purchased from Landscape Structures using a Sourcewell Cooperative Purchasing Contract #010521-LSI (Attachment 2), for a total cost of $225,600.32. There is sufficient budget to pay for this purchase in ORG-object 3258070-7008 (Residential Landscape and Lighting-Contract Servies).

This purchase will spend down fund balance that has accumulated the last few years due to COVID and staff reduction, which has led to less maintenance being performed in Zone 1 – Residential of the Landscape and Lighting District.

BACKGROUND:

Jack London Park is one of the larger and more popular neighborhood parks that was constructed in 1991 and is 7.7 acres in size and is also included in Residential – Zone 1 of the Landscape and Lighting District. The park consists of a variety of active and passive recreation activities including basketball courts, multi-purpose fields, horseshoes, a playground, and picnic facilities.

The Parks, Trails, and Open Space Master Plan identified improvements to be made, such as the shade structures, which were listed as a high priority. Currently the wooden picnic tables and benches are weathered and worn, BBQ pits have outlived their useful life, as well as all the other amenities such as basketball hoops, nets, trash receptacles, water refilling stations, and irrigation controllers.

The recommended agreement is proposed to be awarded based on the award by another agency as permitted by Benicia Municipal Code section 3.08.090 which permits such a purchase if said agency used procedures substantially the same and that the amount of the purchase was based on the price bid. Staff have verified the procedures were substantially the same as those normally used by the City and that the price was consistent with the bid price.

NEXT STEPS:
If approved, a purchase order will be made to purchase the outdoor furniture, amenities and shade structures.

ALTERNATIVE ACTIONS:
If Council chooses to not approve, then the park will remain as is.

CEQA Analysis	This project is Categorically Exempt per CEQA Section 15301, Existing Facilities, which exempts operation, maintenance, and minor alteration of existing facilities and mechanical equipment involving negligible or no expansion of use.

ATTACHMENTS:
1. Resolution - Approval of Purchase of Outdoor Furniture, Amenities and Shade Structures for Jack London Park
2. Proposal - Landscape Structures

For more information contact: Danielle Bonham, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE PURCHASE OF OUTDOOR FURNITURE, AMENITIES AND SHADE STRUCTURES FOR JACK LONDON PARK

WHEREAS, the Public Works Parks Division is requesting approval to purchase outdoor furniture, amenities and shade structures at Jack London Park located at Rose Drive and Hastings Drive; and

WHEREAS, this park was built in 1991 and needs refurbishment. The outdoor furniture, such as picnic tables and BBQ pits are well past their prime and need to be replaced as well as other amenities (i.e. basketball hoops/nets, and trash receptacles); and

WHEREAS, this purchase will spend down fund balance that has accumulated the last few years due to COVID and staff reduction, which has led to less maintenance being performed in Zone 1 – Residential of the Landscape and Lighting District; and

WHEREAS, The outdoor furniture, amenities and shade structures will be purchased from Landscape Structures using a Sourcewell Cooperative Purchasing Contract #010521-LSI; and

WHEREAS, the total cost of $225,600.32, to be paid from org/object 3258070-7008 (Residential Landscape and Lighting Contract Servies fund).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the purchase of outdoor furniture, amenities and shade structures from Landscape Structures in the amount of $225,600.32.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

SOURCEWELL CONTRACT

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.

601 7TH STREET SOUTH DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035 Fax: 763-972-3185

Quote #: 00047156
Quote Name: Option C
Quote Total: $225,600.32
Sourcewell Contract: #010521-LSI

Billing Address:
Benicia Parks & Rec, City of
250 East L Street
Benicia, California 94510

Shipping Address:
Jack London Park
Rose Drive @, Hastings Dr
Benicia, California 94510

Quote Date: 4/8/25
Expiration Date: 5/8/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Jack London Park	8-12 weeks	Jon Bawden	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Rentals	Rental for installation of surfacing or equipment. 300' for shade work area.	$2,599.00	$2,599.00
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	$6,570.00	$6,570.00
1.00	Classic Recreation	Shade Structure-Classic Recreation. Excludes anchor bolts and rebar cages.	$57,858.00	$57,858.00
1.00	Install - Shade	Installation of (select from below, requires line item modification)... Classic Recreation (model and size) shade shelter, only by a factory certified installer at (prevailing/standard) wage rates. Installation of surface mount/direct bury of X footers. Custom Canopies (model and size) shade shelter, only by a factory certified installer at (prevailing/standard) wage rates. Installation of surface mount/direct bury of X footers. SkyWays by Landscape Structures (model and size) shade shelter, only by a factory certified installer at (prevailing/standard) wage rates. Installation of surface mount/direct bury of X footers. Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	$44,951.00	$44,951.00
7.00	100-80PL	8' PICNIC TABLE, RECYCLED PLASTIC	$3,305.00	$23,135.00
2.00	100-68-1PL	ada picnic table, recycled plastic	$3,138.00	$6,276.00
6.00	22-00	grill, free standing	$629.00	$3,774.00
3.00	88-60PL	6 foot bench, recycled plastic	$1,200.00	$3,600.00
4.00	88-80PL	8 foot bench, recycled plastic	$1,392.00	$5,568.00
18.00	157-32SH	32-gallon steel receptacle with shield	$2,542.00	$45,756.00
1.00	Shade Engineering	Engineering Calculations. May take 4-6 weeks to complete engineering. Soils report is helpful if available, but not required. Customer must approve before fabrication can begin. Revisions to engineering calculations may require a change order. Lead time for equipment/materials will not begin until receipt of approved engineering to ensure proper manufacturing per engineering specifications.	$1,271.00	$1,271.00

SOURCEWELL CONTRACT

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.

601 7TH STREET SOUTH DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035 Fax: 763-972-3185

Quote #: 00047156
Quote Name: Option C
Quote Total: $225,600.32
Sourcewell Contract: #010521-LSI

Please provide the following:
1. FedEx Address to send engineering:
2. Address of Structure:
3. Required Building Code:
4. Wind Load:
5. Snow/Live Load:
6. Surface thickness (over base plate)

Totals

County/ City Tax	(Solano County/ Benicia 9.6250 %)	**Materials**	$145,967.00
		Sales Tax	$14,049.32
		Labor/ Fees	$55,391.00
		Freight	$10,193.00
		Total	$225,600.32

Notes to Customer

SOURCEWELL CONTRACT

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.

601 7TH STREET SOUTH DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035 Fax: 763-972-3185

Quote #: 00047156
Quote Name: Option C
Quote Total: $225,600.32
Sourcewell Contract: #010521-LSI

TERMS AND CONDITIONS

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: Quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or safety surfacing, or any other materials or labor unless otherwise noted. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate.

Credit terms are as follows: **Net 30 from Invoice Date**

Your purchase is subject to the terms and conditions of this quote. Approval of this quote agrees to those terms.

If placing an order after the expiration date, please contact your sales representative for updated pricing. Ross Recreation cannot honor pricing beyond the expiration date on this quote. To secure current pricing, the following will be required:

- PO, signed quote, or contract with approval for the order.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment is ready to ship. Products cannot be held nor stored by Ross Recreation nor the manufacturer.

Sales tax will be based on the current rate at the time of shipping, not the order date. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: (Solano County/ Benicia 9.6250 %).

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation, nor our subcontractors, are signatory to any unions; however, compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a Change Order to cover the costs of a per project enrollment and additional wage/benefit requirements.

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

_____

Customer Signature

_____

Customer Print Name

_____

Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT AND APPROVAL OF NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE INDUSTRIAL WAY SEWER REPLACEMENT PROJECT**

EXECUTIVE SUMMARY:
The Industrial Way Sewer Replacement Project No. 25-05 will replace a single section of existing 10-inch sewer main between two existing manholes on Industrial Way within the city limits.

RECOMMENDATION:
Adopt a resolution (Attachment 1) accepting the bids for the Project, awarding the construction contract to A3 Pipeline of San Francisco (Attachment 2), in the amount of $378,506, authorizing the City Manager to sign the construction contract on behalf of the City, authorizing the Project Manager to sign Contract Change Orders up to 20% Contingency, and approving a Notice of Exemption (Attachment 3) under the California Environmental Quality Act (CEQA) Guidelines.

BUDGET INFORMATION:
This Project is funded from wastewater rates. Sufficient funds are available in the Sewer Line Repairs Account No. 7108031-7088 to cover the bid amount of $378,506 and a 20% contingency of $75,701.20 for a total construction cost of $454,207.20.

BACKGROUND:
In February 2025, staff responded to a sewer overflow on Industrial Way, investigated the system using a CCTV video camera, and determined a portion of the gravity sewer main had collapsed. Staff installed a sewage bypass pump system to stop the overflow. Staff further investigated the sewer main and found additional collapse sections. Staff hired a contractor to perform exploratory digging at strategic points to help determine the overall condition of the pipe. This work revealed large sections of the sewer pipe had failed and large voids had developed around the old pipe alignment under the roadway.

Staff engaged the City's on-call engineering firm (Coastland Engineering) to assess the damage and possible repair or replacement options. Coastland recommended replacing the entire gravity sewer pipeline (480 feet) between manholes at 3820 Industrial Way and 3852 Industrial Way. Coastland assessed various replacement options including pipe bursting, directional drilling, and open cut trenching. Coastland recommended removing and replacing the entire pipeline section using open cut trenching. Coastland was contracted under the existing on-call contract to design the sewer replacement, and this project was publicly advertised for bid on April 4, 2025.

On April 23, 2025, a total of six (6) responsive bids were received for the Project with the results summarized in the table below:

Bid Results:

RANK	BIDDER'S NAME AND CITY	TOTAL BID
*1	A3 Pipeline, San Francisco	$378,506
2	WestRock Engineering, Rosedale	$397,360
3	W.R. Forde Associates, Inc., Richmond	$494,386
4	Koios Engineering Inc., San Francisco	$514,125
5	FJ&I Engineering Inc., San Pablo	$551,250
6	Kerex Engineering, Pleasant Hill	$698,770

In accordance with the contract specifications, the construction contract must be awarded to the bidder submitting the lowest responsive responsible total base bid, which is A3 Pipeline.

Staff recommends that the construction contract be awarded to A3 Pipeline in the amount of $378,506.

CEQA Exemption:
Article 19 of the State CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects that have been determined not to have a significant effect on the environment and, as a result, are exempt from review under CEQA. This Project demonstrates that the proposed Project qualifies for a Categorical Exemption as an Existing Facility (Class 2), consistent with the provisions of State CEQA Guidelines Sections 15302 and provides information for the City as the Lead Agency regarding a finding that the proposed Project is exempt under CEQA.

NEXT STEPS:
Staff recommends awarding this contract to A3 Pipeline. The Project is anticipated to begin in June 2025 and is scheduled to be completed in approximately 40 working days.

ALTERNATIVE ACTIONS:
Council could choose to not award this contract, which would prevent the completion of the Project.

CEQA Analysis	This Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302, which exempts the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no capacity expansion

ATTACHMENTS:

1. Resolution – Industrial Way Sewer Replacement Project
2. Construction Contract with A3 Pipeline
3. Notice of Exemption – Industrial Way Sewer Replacement Project

For more information contact: Danielle Bonham, Public Works Director
Phone: 707-746-4240
E-mail: DBonham@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE INDUSTRIAL WAY SEWER REPLACEMENT PROJECT, AWARDING THE CONSTRUCTION CONTRACT TO A3 PIPELINE, AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT AND PROJECT MANAGER TO SIGN CHANGE ORDERS ON BEHALF OF THE CITY, AND APPROVING A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on April 4, 2025, the Public Works Department made the construction plans and specifications for the Industrial Way Sewer Replacement Project (Project) available for public bidding and advertised for construction bids and six (6) sealed bids were properly received and opened on April 23, 2025; and

WHEREAS, A3 Pipeline of San Francisco was the lowest, responsive, responsible bidder with a bid amount of $378,506; and

WHEREAS, the construction cost of the Project is $454,207.20, which includes the bid amount of $378,506 and 20% construction contingency of $75,701.20; and

WHEREAS, this project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15302 of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the construction plans and specifications and accepts the bids and awards the construction contract in the amount of $378,506 to A3 Pipeline of San Francisco for the Industrial Way Sewer Replacement Project.

BE IT FURTHER RESOLVED THAT the City Manager to sign the construction contract on behalf of the City, subject to approval by the City Attorney, and the Project Manager to sign contract change orders up to the construction contingency amount.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia does hereby approve a Categorical Exemption for the Project.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **6th** day of **May**, **2025**, by and between **A3 Pipeline** whose place of business is located at **121 Quint Street #5E-1, San Francisco, CA 94124** (**Contractor**), and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **25-XX** adopted on the **6th** day of **May, 2025** awarded to Contractor the following Contract:

Industrial Way Sewer Replacement
at CITY OF BENICIA

PROJECT NUMBER 25-05

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

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum **$378,506** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

A. All payments made pursuant to the terms of this Agreement and Contract Documents shall be subject to a withhold of 5% retention per Public Contract Code Section 7201. Payment of the retention will be paid after the work is completed, City Council has accepted the Project as complete, and the Notice of Completion has been filed with the Solano County Recorder's Office.

1.04 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed

B. Owner reserves the right to modify or alter the Commencement Date.

1.05 Completion of Work

A. Contractor shall achieve Substantial Completion of the entire Work within **35** Working Days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work **40** Working Days from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

A. Owner has designated **Tony Fisher,** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

A. Contractor has designated **Tony Fisher** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

B. Contractor has designated the following other Key Personnel for the Project:

Name	Position
_____	_____
_____	_____
_____	_____

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

A. As liquidated damages for delay Contractor shall pay Owner Two Thousand Six Hundred dollars ($2,600.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

A. No liquidated damages for UNAUTHORIZED CHANGES OF KEY PERSONNEL will be assessed.

ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed

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

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

6.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in

the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Benicia, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Solano, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF BENICIA:

ATTEST:

By: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Director of Public Works

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO ADMINISTRATION:

By: _____
City Manager

CONTRACTOR:

Name: _____

By: _____
(Signature)

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

By: _____
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

City of Benicia

INDUSTRIAL WAY SEWER REPLACEMENT

ADDENDUM NO. 1
(ISSUED APRIL 17, 2025)

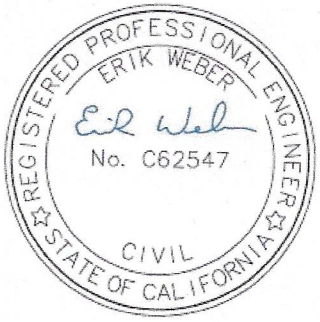
This ***Addendum No.1, 3 pages including this cover page and attachments***, shall become a part of the Contract for the City of Benicia Industrial Way Sewer Replacement and all provisions of the Contract shall apply thereto.

The time provisions allowed for the Contract are unchanged.

The time bids are due is unchanged.

THE BIDDER SHALL SIGN AND INCLUDE THIS FORM IN THE SEALED BID PACKAGE. FAILURE TO INCLUDE THIS FORM AND/OR FILL IN THE ADDENDUM NUMBER IN THE BID PROPOSAL MAY BE CAUSE FOR THE DISQUALIFICATION OF THE BID.

COASTLAND CIVIL ENGINEERING



Erik Weber

Erik Weber, PE

4-17-25

Date

BIDDER

Representative Signature

Fernando Flores

Representative Printed Name

NOTE THAT CHANGES ARE IN ~~STRIKEOUT~~ FORM FOR DELETIONS AND **BOLD** FOR ADDITIONS.

ADDENDUM ITEMS		
Ref. No.	**Section/Document or Drawing**	**Location and Description of Change**
1-1	00-1113	DOCUMENT 00 1113 NOTICE INVITING BIDS FOR CITY OF BENICIA Paragraph 1.08 DELETE Owner will conduct a Pre-Bid Meeting starting at the intersection of Teal Ave and Industrial Way, Benicia, CA 94510 at 9:00 am on ~~Tuesday~~, April 16th, 2025. ADD Owner will conduct a Pre-Bid Meeting starting at the intersection of Teal Ave and Industrial Way, Benicia, CA 94510 at 9:00 am on **Wednesday**, April 16th, 2025.
1-2	00-7316	DOCUMENT 00 7316 SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION Paragraph 1.01 D: DELETE ~~D Builders Risk Insurance~~ ~~1. Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.~~

ATTACHMENTS		
Ref. No.	**Section/Document or Drawing**	**Location and Description of Change**
1-3	00-9113	DOCUMENT 00 7316 ADDENDA: DELETE The following Addenda were issued, modifying the Project Manual: Addendum No. 1, ~~Not Issued~~ WITH The following Addenda were issued, modifying the Project Manual: Addendum No. 1, **Issued 4/17/2025**

END OF ADDENDUM NO. 1

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

A3 Pipeline

(Firm/Company Name)

INDUSTRIAL WAY SEWER REPLACEMENT, PROJECT NO. 25-05

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
1	04/17/2025	Jorandestaves

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

SCHEDULE OF BID PRICES

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS	5,000	5,000
2	Traffic Control	1	LS	2500	2,500
3	Environmental Controls	1	LS	3000	3,000
4	Sheeting, Shoring, and Bracing	1	LS	20,000	20,000
5	Sewer Flow Control	1	LS	11,000	11,000
6	Install 10" PVC SDR35 Sewer Pipe by Open Cut Method	487	LF	235.00	114,445
7	Remove and Dispose of (E) Asbestos Cement Pipe	508	LF	39.50	20,066
8	Class II Aggregate Base	186	TON	105.00	19,530
9	Hot Mix Asphalt at Trench Repair	210	TON	210.00	44,100
10	Site Surface Restoration (Includes Striping)	1	LS	5,000	5,000
11	Foundation Stabilization at Deep Asbestos Cement Pipe Removal	465	TON	81.00	37,665
12	Controlled Density Fill	520	CY	185.00	96,200
TOTAL				TOTAL BID PRICE	$378,506

Total Bid Price:

Three Hundred Seventy-Eight Thousand Five Hundred Six

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA.**

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: Fernando Flores

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

NAME OF BIDDER: A3 Pipeline

licensed in accordance with an act for the registration of Contractors, and with license number: 1091794 Expiration: 05/31/2026.

California — (Place of Incorporation, if Applicable)

Fernando Flores — (Principal)

(Principal)

(Principal)

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

Fernando Flores
(Signature of Bidder)

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

Business Address: [redacted]
San Francisco, CA 94124

Contractor's Representative(s): Fernando Flores
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts: Fernando Flores/ Secretary
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s): [redacted]
(Area Code) (Number)

(Area Code) (Number)

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

(Area Code) (Number)

Email Address(es): [redacted]

Date of Bid: 04/23/2025

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

A3 Pipeline

(Name of Contractor)

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

WHEREAS, said Principal is submitting a Bid for Industrial Way Sewer Replacement Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 22 day of April (Month), 2025.

(Corporate Seal)

By _____
Principal

By _____
Surety

(Corporate Seal)

By Eric Vercouteren
Attorney in Fact

END OF DOCUMENT

State of Oregon Notarial Certificate (ORS Ch. 194.280, 194.285)

Acknowledgment in a Representative Capacity

State of OREGON

County of Douglas

This record was acknowledged before me on (date) April 22, 20 25

by (name(s) of individual(s)) Eric Verkouteren as

(type of authority) Attorney In Fact of (name of party on whose behalf

record was executed) Old Republic Surety Company

Jeffrey W Barnes

Notary Public - State of Oregon

Official Stamp

OFFICIAL STAMP
JEFFREY WILLIAM BARNES
NOTARY PUBLIC - OREGON
COMMISSION NO. 1054321
MY COMMISSION EXPIRES DECEMBER 18, 2028

Document Description

This certificate is attached to page 1 of a Bond Accompanying Bid (title or type of document), dated April 22, 20 25 consisting of 1 pages.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Eric Verkouteren, Kevin Harvey, Aaron Ohler of Ten Mile, OR

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

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2023.

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 3606

Signed and sealed at the City of Brookfield, WI this 22 day of April, 2025.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

Gritly Insurance Services, Inc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 **April 23, 2025** before me, Jacqueline Sanders Norris, Notary Public personally appeared **Fernando Flores** 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 State of California that the foregoing paragraph is true and correct.

JACQUELINE SANDERS NORRIS
Commission # 2511058
County of SAN FRANCISCO
California - Notary Public
COMM. EXP: 01/27/2029

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____

JACQUELINE SANDERS NORRIS, NOTARY PUBLIC
My commission expires **01/27/2029**

Optional Information

Document Title: **Bond Accompanying Bid**

Capacity Claimed by Custodian
☐ Individual ☐ Agent/Attorney ☐ Trustee ☒ Business Proprietor/Manager
☐ Other: _____

Identification Verification
☐ Personally Known
☒ Produced Identification

Type of ID Provided
☐ Driver's License ☐ ID card
☐ Passport Card ☒ Passport
☐ Other: _____

DOCUMENT 00 4519

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

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

The undersigned declares:

I am the Vice President of A3 Pipeline, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/23/2025 **[date]**, at San Francisco **[city]**, California **[state]**.

BIDDER'S SIGNATURE: Fernando Flores

NAME/TITLE OF SIGNATORY: Fernando Flores Sec/V.P.

LEGAL NAME OF BIDDER: A3 Pipeline

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 **April 23, 2025** before me, Jacqueline Sanders Norris, Notary Public personally appeared **Fernando Flores** 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 State of California that the foregoing paragraph is true and correct.

JACQUELINE SANDERS NORRIS
Commission # 2511058
County of SAN FRANCISCO
California - Notary Public
COMM. EXP: 01/27/2029

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

JACQUELINE SANDERS NORRIS, NOTARY PUBLIC
My commission expires **01/27/2029**

Optional Information

Document Title: Non-Collusion Affidavit

Capacity Claimed by Custodian
☐ Individual ☐ Agent/Attorney ☐ Trustee ☒ Business Proprietor/Manager
☐ Other: _____

Identification Verification
☐ Personally Known
☒ Produced Identification

Type of ID Provided
☐ Driver's License ☐ ID card
☐ Passport Card ☒ Passport
☐ Other: _____

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 1091794

Date: 04/23/2025 Fed Tax I.D. # [redacted]

Full Corporate Name of Company: A3 Pipeline

Street Address: [redacted]

San Francisco, CA 94124

Mailing Address: Same as ABOVE ↑

Phone: [redacted] Fax: _____

Name of Principal Contact: Fernando Flores

Type of Business:

_____ Sole Proprietor
_____ Partnership
_____ Non-Profit 501(c)(3)
__/__ Corporation
_____ other (please explain: _____)

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplementary Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: ADP TotalSource

Address: 5800 Windward Pkwy Alpharetta, GA 30005

Phone and Fax: [redacted]

Policy Number: [redacted]

General Liability:

Carrier: Prevot & Associates Insurance

Address: PO BOX 1460, Los Gatos CA 95031

Phone and Fax: [redacted] & [redacted]

Policy Number: [redacted]

Policy Limits: $ See attatched

A.M. Best Rating: A++

Automobile Liability:

Carrier: State Farm

Address: 1611 Borel PL #7

Phone and Fax: [redacted]

Policy Number: [redacted]

Policy Limits: $ See attached

A.M. Best Rating: A++

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Other Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

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

BIDDER: A3 Pipeline
(COMPANY NAME)

By: Fernando Flores
NAME

Fernando Flores / secretary V.P.
TITLE

By: Fernando Flores
SIGNATURE

04/23/2025
DATE

A3PIPEL-01 YHAGOS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0L53977 Prevot & Associates Insurance PO Box 1460 Los Gatos, CA 95031	CONTACT NAME: PHONE (A/C, No, Ext): (408) 872-1322 FAX (A/C, No): (408) 647-2193 E-MAIL ADDRESS: contact@PrevotAssociates.com
INSURED A3 PIPELINE INC [redacted] San Francisco, CA 94124	INSURER A : BERKLEY ASSURANCE COMPANY 39462 INSURER B : KINSALE INSURANCE COMPANY 38920 INSURER C : The Ohio Casualty Insurance Company 24074 INSURER D : Westchester Surplus Lines Insurance Company 10172 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	5/15/2024	5/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			[redacted]	5/15/2024	5/15/2025	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Equipment Floater			[redacted]	5/15/2024	5/15/2025		249,916
D	Cont Poll Liab (CPL)				12/5/2024	12/5/2025	1,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

To be added as a certificate holder, please contact broker at:
Certs@PrevotAssociates.com or (408) 872-1322

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

A3 Pipeline Inc
Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIU Insurance Company	19399
INSURED	INSURER B :	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: A3 Pipeline 3450 3rd Street Suite 5E San Francisco, CA 94124	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for A3 Pipeline paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. Project Location: 1753 Trancas St Napa CA 94558

CERTIFICATE HOLDER

A3 Pipeline
3450 3rd Street
Suite 5E
San Francisco, CA 94124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
State Farm
MANUEL CASILLAS
1611 BOREL PL #7
SAN MATEO, CA 94402

CONTACT NAME: MANNY CASILLAS
PHONE (A/C, No, Ext): 650-593-8258 FAX (A/C, No): 650-593-8286
E-MAIL ADDRESS: MANNY@MANNYCASILLAS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A3 PIPELINE INC
[redacted]
SAN FRANCISCO, CA 94124-1439

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	11/26/2024	05/26/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO				11/26/2024	05/26/2025	BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	X			11/26/2024	05/26/2025	BODILY INJURY (Per accident)	$
	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				11/26/2024	05/26/2025	PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Manny Casillas

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SAFETY AND EXPERIENCE RECORD

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

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

   2022 [redacted]

   If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

   What were Bidder's Total RIR for each of the last three years?

   2022 [redacted]

   Average of last three years: [redacted] (no rounding)

3. Total Lost Time Incident Rates (LTIR)

   What were Bidder's Total LTIR for each of the last three years?

   2022 [redacted]

   Average of last three years: [redacted] (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases [redacted]

   b. Number of medical treatment cases

   c. Number of fatalities

5. Employee hours worked last year [redacted]

6. State the name of Bidder's safety engineer/manager:

   Fernando Flores / Javier Gallardo

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

See Attached

OSHA Outreach Training

Completion Certificate

FERNANDO FLORES

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

and is awarded 3.0 CEU credits

5/10/2022

David Couch

OSHA Authorized Trainer

Construction #: 20-0107970 General #: 20-0079854

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:

UNIVERSITY OF SOUTH FLORIDA

Certificate #: 06784829

CERTIFICATE OF COMPLETION

Competent Person for Trenching and Excavation

This Certificate has been presented to

Fernando Flores

For Successfully Completing 8 Hours of Classroom Instruction

April 2, 2025

Administered by Trench Shoring University
A Division of Trench Shoring Company

TSU
TRENCH SHORING UNIVERSITY

Gregory Shreenan
CPT & CSE Instructor
Training Services Manager, Trench Shoring Company

TRENCH SHORING

Attachment 2 - Construction Contract with A3 Pipeline

CERTIFICATE OF COMPLETION

Confined Space Entry Training

This Certificate has been presented to

Fernando Flores

For Successfully Completing 5 Hours of Classroom Instruction

April 2, 2025

Administered by Trench Shoring University
A Division of Trench Shoring Company

TSU
TRENCH SHORING
UNIVERSITY

Gregory Shreenan
CPT & CSE Instructor
Training Services Manager, Trench Shoring Company

TRENCH SHORING

Attachment 2 - Construction Contract with A3 Pipeline

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

BIDDER:

By: _____
Signature

Its: Secretary / V.P
Title

Date 04/23/2025

END OF DOCUMENT

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DOCUMENT 00 4336

SUBCONTRACTORS LIST

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
N/A			

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

END OF DOCUMENT

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DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10, below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is ***[please complete]*** 1000977207. Subcontractors' registration numbers are as indicated in Document 00 4314.

BIDDER: A3 Pipeline
(Name of Bidder)

Date: April 23, **2025** By: Fernando Flores
(Signature)

Name: Fernando Flores
(Print Name)

Its: Secretary / V.P
(Title)

END OF DOCUMENT

DOCUMENT 00 4548

IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. **Certification of Compliance.** I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions.** Check one (1) box below.

☑ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate ***must be*** provided.)

☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER: A3 Pipeline
(Name of Bidder)

Date: April 23, 2025 By: Fernando Flores
(Signature)

Name: Fernando Flores
(Print Name)

Its: Secretary
(Title)

END OF DOCUMENT

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

A3 PIPELINE

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

[redacted]

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

ORIGINAL PLOT DATE: AUGUST 2024

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

0 1 2 3

PROJECT PLANS FOR:

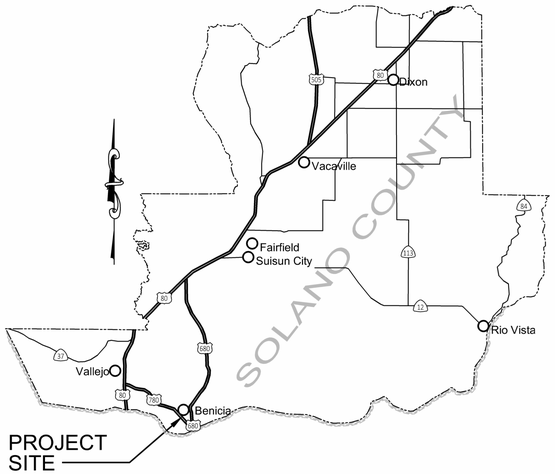
INDUSTRIAL WAY SEWER REPLACEMENT

CITY PROJECT NO. 25-05

FOR THE

CITY OF BENICIA

COUNTY OF SOLANO



VICINITY MAP

LOCATION MAP

NOT TO SCALE

Sheet List Table

SHEET NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES, ABBREVIATIONS, AND LEGEND
3	PLAN AND PROFILE
4	DETAILS

Xrefs: COE-ENGINEERS STAMPS-PLAN.dwg;title block.dwg;Benicia basemap.dwg
Images: City of Benicia Logo.jpg;Erick_W.JPG;Industrial Way Sewer Aerial.tif;Neil Leary signature.jpg;Erick_W.JPG;
Path: X:\Engineering_C3D_Projects\63.5392 Benicia Industrial Way Sewer\DWG\63.5392_Cover.dwg Layout Name: 1 COVER SHEET Plot Date: Apr 02, 2025 at 07:46 am

REVISIONS

REV	DATE	BY	DESCRIPTION

Coastland | DCCM
420 Executive Court North, Suite G
Fairfield, CA 94534
707.671.8005 | coastland.dccm.com

PREPARED UNDER THE DIRECTION OF

ERIK WEBER, RCE 62547 — 03/31/25 DATE

REGISTERED PROFESSIONAL ENGINEER — ERIK WEBER — No. 62547 Exp. 12-31-25 — CIVIL — STATE OF CALIFORNIA

THE CITY OF BENICIA CALIFORNIA

CITY OF BENICIA
APPROVED DATE 03/31/25

Neil Leary, RCE 49318
CITY ENGINEER

PROJECT NUMBER 63-5392
DRAWING DATE MARCH 2025
DRAWING NUMBER 1 OF 4

ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES 0 1 2 3

GENERAL NOTES

1. EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
2. ALL WORK FOR THIS CONTRACT SHALL OCCUR WITHIN THE ROADWAY (CURB FACE TO CURB FACE). THE CONTRACTOR SHALL NOT OCCUPY, UTILIZE OR OTHERWISE IMPOSE ON PROPERTIES BEHIND THE EXISTING CURBS.
3. THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT (USA) NORTH" AT (800) 227-2600 AT LEAST ONE (1) WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES. CONTRACTOR IS REQUIRED TO POTHOLE ALL UTILITIES WITHIN LIMITS OF EXCAVATION AND FULL DEPTH RECLAMATION.
4. THE LOCATIONS OF UNDERGROUND UTILITIES AND OTHER OBSTACLES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT LOCATION OF ALL POTENTIAL CONFLICTS IN ACCORDANCE WITH U.S.A. REQUIREMENTS AND CONTRACT DOCUMENTS. IF ANY UNMARKED UTILITIES ARE ENCOUNTERED, OR IF UNABLE TO LOCATE A MARKED UTILITY AFTER POT HOLING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF THAT UTILITY AND THE ENGINEER.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL NEW TIE-INS, FITTINGS, UTILITY CROSSINGS OF OTHER UTILITIES, CASING PIPE ENDS, CONCRETE ENCASEMENT ENDS, AND OTHER KEY ELEMENT LOCATIONS UTILIZING THE GLOBAL POSITIONING SYSTEM (GPS). POINTS ON THE WATER MAIN EVERY 50 FEET BETWEEN THESE ITEMS SHALL ALSO BE LOCATED. ELEVATIONS AND COORDINATES. THIS GPS INFORMATION SHALL INCLUDE REAL TIME SIGNAL CORRECTION. THE CONTRACTOR SHALL COORDINATE THE DEVELOPMENT OF THIS DATA WITH THE CITY OF BENICIA. FINAL ACCEPTANCE OF THE NEW FACILITIES BY CITY OF BENICIA IS CONTINGENT UPON RECEIPT OF THIS INFORMATION. TWO (2) 24"X 36"HARD COPIES AND ONE (1) ELECTRONIC COPY (AUTOCAD) OF THE AS-BUILT PLANS, INCLUDING THIS GPS DATA, ARE TO BE PROVIDED TO CITY OF BENICIA ONCE CONSTRUCTION IS COMPLETED. THE ELECTRONIC COPY SHALL BE UTILIZED SOLELY FOR THE PURPOSE OF TRANSFERRING AS-BUILT INFORMATION TO CITY OF BENICIA WATER SYSTEM DISTRIBUTION MAPS.
6. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
7. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
8. THE CONTRACTOR SHALL PROTECT AND PRESERVE CITY MONUMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ENGINEER 10 WORKING DAYS IN ADVANCE FOR REFERENCING OF EXISTING MONUMENTS TO BE DISTURBED. THE CONTRACTOR SHALL RECONSTRUCT DISTURBED MONUMENTS IN ACCORDANCE WITH CITY STANDARDS.
9. OVERHEAD UTILITY SERVICE DROPS ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL INVESTIGATE THE SITE AND BE AWARE OF LIMITED CLEARANCES UNDER OVERHEAD UTILITY LINES AND LOW HANGING TREE BRANCHES. THE CONTRACTOR'S MEANS AND METHODS SHALL BE SELECTED APPROPRIATELY SO THAT OVERHEAD WIRES AND TREE BRANCHES ARE NOT DAMAGED.
10. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS GENERATED AND AT NO TIME SHALL THE CONTRACTOR PLACE EXCAVATED MATERIAL AT THE WORK SITE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO CITY OR PRIVATE PROPERTY OR OTHER UTILITIES CAUSED BY HIS OPERATIONS. ALL IRRIGATION LINES AND COMPONENTS DISTURBED BY CONSTRUCTION SHALL BE REPAIRED AND RESTORED TO WORKING CONDITION. ANY DAMAGED LAWN OR LANDSCAPING OUTSIDE OF THE WORK LIMITS SHALL BE REPLACED.
12. ALL EXISTING FACILITIES, STRUCTURES, TREES, FENCES, LANDSCAPING, ETC., ARE TO REMAIN. ONLY THOSE SPECIFICALLY DESIGNATED FOR REMOVAL AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER SHALL BE REMOVED.
13. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND PAVEMENT MARKINGS DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED PER CITY OF BENICIA STANDARDS UNLESS NOTED OTHERWISE. PATCHING OF DAMAGED MARKINGS WILL NOT BE ALLOWED.
14. IN THE EVENT THAT HISTORIC REMAINS OF PREHISTORIC OR HISTORIC HUMAN ACTIVITIES ARE ENCOUNTERED DURING THE PROJECT ALL GROUND DISTURBING ACTIVITY IN THE VICINITY OF THE FINDS SHALL CEASE AND THE ENGINEER SHALL BE IMMEDIATELY CONTACTED. WORK SHALL NOT RESUME UNTIL AN ARCHEOLOGIST HAS COMPLETED AN EVALUATION OF SIGNIFICANCE.
15. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE CITY OF BENICIA ENGINEERING DIVISION A TEMPORARY TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST EDITION OF THE "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER".
16. THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO THE SITE AND MINIMIZE CLOSURE TIME OF DRIVEWAYS DURING CONSTRUCTION. MAIL SERVICE SHALL BE MAINTAINED THROUGHOUT THE COURSE OF THIS PROJECT. THE U.S. POSTAL SERVICE SHALL HAVE UNINTERRUPTED ACCESS TO MAILBOXES AT ALL TIMES.
17. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS AND EGRESS TO ALL PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEER.
18. ALL SEWER LINE CONSTRUCTION AND MATERIALS WILL BE IN STRICT COMPLIANCE WITH THE PROJECT PLANS, DETAILS, SPECIFICATIONS AND CITY OF BENICIA STANDARDS.
19. ANY AND ALL FEES, LICENSES, AND PERMITS NECESSARY FOR THIS CONSTRUCTION AND ARE TO BE OBTAINED AND PAID PRIOR TO THE INITIATION OF CONSTRUCTION AND THE COST THEREFORE WILL BE BORNE BY THE CONTRACTOR.
20. IF DURING THE COURSE OF THE WORK THE CONTRACTOR ENCOUNTERS ANY SURFACE OR SUBSURFACE MATERIALS THAT HE/SHE BELIEVES ARE HAZARDOUS (AS DEFINED IN SECT. 25117 OF THE HEALTH AND SAFETY CODE) THE CONTRACTOR MUST INFORM THE ENGINEER IN WRITING IMMEDIATELY. MATERIALS IS TO REMAIN UNDISTURBED UNTIL AN INVESTIGATION BY THE CITY. REMOVAL AND/OR DISPOSAL OF HAZARDOUS MATERIALS IS NOT PART OF THE SCOPE OF WORK.
21. DATA FROM ASSESSORS MAPS HAS BEEN INCLUDED OR SHOWN FOR REFERENCE ONLY. THIS DATA DOES NOT REPRESENT A LEGAL BOUNDARY AND IS PROVIDED FOR THE PURPOSE OF IDENTIFYING INDIVIDUAL PARCELS WHICH MAY REQUIRE SEWER SERVICES. IF ANY STAKEHOLDER REQUIRES INFORMATION RELATED TO BOUNDARIES, THEN THE SERVICES OF LAND SURVEYOR SHALL BE SECURED PURSUANT TO SATISFYING THOSE REQUIREMENTS.
22. CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IF SEWER LATERALS ARE ENCOUNTERED THAT ARE NOT DEPICTED ON THE PLANS. CONTRACTOR SHALL NOT RECONNECT CAPPED (INACTIVE) LATERALS TO THE NEW SEWER MAIN.
23. NO TOPOGRAPHIC SURVEY WAS CONDUCTED FOR THIS PLAN SET. SANITARY SEWER STRUCTURES HAVE BEEN LOCATED FROM AERIAL AND GOOGLE EARTH IMAGERY AND ARE APPROXIMATE. SEWER LATERAL CONNECTIONS TO SEWER MAINS HAVE BEEN LOCATED BASED ON AVAILABLE CCTV DATA AND ARE APPROXIMATE. SEWER LATERAL DIAMETERS AND ALIGNMENTS ARE UNKNOWN. CONTRACTOR SHALL VERIFY THE LENGTHS, DIAMETERS AND ALIGNMENTS OF ALL SEWER MAINS AND LATERALS PRIOR TO CONSTRUCTION.
24. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS. AS A PART OF THEIR PRE-BID INSPECTION, BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE WORK AREA AND SHALL INCLUDE PROVISIONS FOR WORKING IN THOSE AREAS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE SPECIFICATIONS.
26. ALL EXCAVATIONS OR TRENCHES IN PAVED AREAS SHALL REQUIRE SAW CUTTING IN A NEAT AND UNIFORM MANNER.
27. CONTRACTOR IS CAUTIONED THAT THE SANITARY SEWER, MANHOLES, AND OTHER APPURTENANCES ARE PART OF AN OPERATING WASTEWATER FACILITY. THESE FACILITIES RUN CONTINUOUSLY AND MUST MEET STATE AND FEDERAL PERMIT REQUIREMENTS. IF AN OVERFLOW, SPILL, DISCHARGE OR LEAK OCCURS BECAUSE OF THE CONTRACTOR'S OPERATION OR NEGLECT, THE CONTRACTOR SHALL BE SOLELY LIABLE FOR THE DAMAGES (INCLUDING FINES).

LEGEND

DESCRIPTION OF LINETYPE	PROPOSED	EXISTING
PROPERTY LINE	N/A	
EASEMENT	N/A	
FLOWLINE	N/A	
CENTERLINE/CONTROL LINE	N/A	
CHAIN LINK FENCE	N/A	
WOOD FENCE	N/A	
WIRE FENCE	N/A	
WATER MAIN PIPE	N/A	6" W 6" W
SANITARY SEWER PIPE	165'-6" SS	
SANITARY SEWER LATERAL		
STORM DRAIN PIPE	N/A	SD SD
GAS LINE	N/A	G G
TELEPHONE LINE/CONDUIT	N/A	T T
ELECTRICAL LINE/CONDUIT	N/A	E E
OVERHEAD UTILITY	N/A	(NOT SHOWN)

DESCRIPTION OF SYMBOL	PROPOSED	EXISTING
CONCRETE SURFACE	N/A	
ASPHALT CONCRETE	N/A	N/A
EDGE GRIND OR REMOVAL	N/A	N/A
WATER MAIN GATE VALVE	N/A	
WATER METER	N/A	
FIRE HYDRANT	N/A	
SANITARY SEWER MANHOLE	N/A	
SANITARY SEWER CLEANOUT		CO
SANITARY SEWER TEE		N/A
SANITARY SEWER REDUCER		N/A
STORM DRAIN MANHOLE	N/A	
STORM DRAIN CURB INLET/CATCH BASIN	N/A	
STORM DRAIN DROP INLET	N/A	
ROADSIDE SIGN	N/A	
STREET LIGHT	N/A	
TREE AND DRIP LINE	N/A	
SURVEY CONTROL POINT	N/A	
JOINT UTILITY POLE	N/A	

ABBREVIATIONS

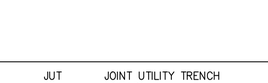
AC	ASPHALT CONCRETE	JUT	JOINT UTILITY TRENCH
ACP	ASBESTOS CEMENT PIPE	LF	LINEAR FEET
APN	ASSESSORS PARCEL NUMBER	LG	LIP OF GUTTER
ARV	AIR RELEASE VALVE	LT	LEFT
BC	BEGIN CURVE	PCC	POINT OF COMPOUND CURVE
BFP	BACK FLOW PREVENTER	PH	POTHOLE
BO	BLOWOFF	PED	PEDESTRIAN
BRC	BEGIN REVERSE CURVE	PL	PROPERTY LINE
BSW	BACK OF SIDEWALK	PVI	POINT OF VERTICAL INTERSECTION
BWV	BACKWATER VALVE	PRV	PRESSURE REDUCING VALVE
BVC	BEGIN VERTICAL CURVE	OD	OUTSIDE DIMENSION
CAV	COMBINATION AIR VACUUM RELIEF VALVE	OH	OVERHEAD UTILITY
		RC	RELATIVE COMPACTION
CB	CATCH BASIN	RCP	REINFORCED CONCRETE PIPE
C&G	CURB & GUTTER	R&R	REMOVE & REPLACE
CI	CAST IRON	RT	RIGHT
CL	CENTERLINE	SD	STORM DRAIN
CDF	CONTROL DENSITY FILL	SDJB	STORM DRAIN JUNCTION BOX
CLC	CONTROL LINE COORDINATE	SDMH	STORM DRAIN MANHOLE
CMP	CORRUGATED METAL PIPE	SS	SANITARY SEWER
CO	CLEANOUT	SS LAT	SANITARY SEWER LATERAL
CONC	CONCRETE	SSMH	SANITARY SEWER MANHOLE
CR	CURB RETURN	SSCO	SANITARY SEWER CLEANOUT
DET	DETECTOR	STL	STEEL PIPE
DI	DROP INLET	STD	STANDARD
DWY	DRIVEWAY	SW	SIDEWALK
EC	END CURVE	TB	TOP OF BANK
EFC	EAST FACE OF CURB	TC	TOP OF CURB
ELEC	ELECTRIC	TEL	TELEPHONE
ELEV	ELEVATIONS	TG	TOP OF GRATE
EP	EDGE OF PAVEMENT	TOP	TOP OF PIPE
EVC	END VERTICAL CURVE	TS	TRAFFIC SIGNAL
EX,(E)	EXISTING	TYP	TYPICAL
FBG	FEET BELOW GRADE	UG	UNDERGROUND
FC	FACE OF CURB	UPC	UNIFORM PLUMBING CODE
FG	FINISHED GRADE	USA	UNDERGROUND SERVICE ALERT
FH	FIRE HYDRANT	VC	VERTICAL CURVE
FL	FLOW LINE	VCP	VITRIFIED CLAY PIPE
FLG	FLOW LINE OF GUTTER	VLT	VAULT
FSW	FRONT OF SIDEWALK	VAR	VARIES
G	GAS	WM	WATER MAIN
GB	GRADE BREAK	WS	WATER SERVICE
G SER	GAS SERVICE	W SER	WATER SERVICE
IC	INTERCONNECT	WTR, W	WATER
IG	INVERT GRADE	< PT	ANGLE POINT
INV	INVERT GRADE		

TRAFFIC CONTROL, SEWER BYPASS, & SHEETING/SHORING NOTES

1. THE TEMPORARY CLOSURE OF HALF OF THE EXISTING ROAD WIDTH (APPROX. 20') WITH ONE WAY TRAFFIC ON THE REMAINING ROAD WIDTH WITH LOCAL DETOUR IS CURRENTLY IN PLACE AND IS AN ASSCCEPTABLE CLOIUSURE TO THE CITY. THE CONTRACTOR IS REQUIRED TO SECURE AN ENCROACHMENT PERMIT WITH THE CITY AND PROVIDE A TRAFFIC CONTROL PLAN AS REQUIRED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR MAY ASSUME THE CITY'S TRAFFIC CONTROL DEVICES CURRENTLY IN PLACE AND SUPPLEMENT AS NECESSARY. UPON COMPLETION OF THE WORK AND WHEN THE TRAFFIC CONTROL MEASURES ARE NO LONGER NEEDED, RETURN CITY TRAFFIC CONTROL DEVICES TO THE CITY'S CORPORATION YARD.
2. THE CITY IS CURRENTLY OPERATING AND MAINTAINING A SEWER BYPASS AND WILL CONTINUE TO DO SO AT NO COST TO THE CONTRACTOR FOR THE DURATION OF WORKING DAYS AS SPECIFIED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL BYPASS OPERATIONS IN ADDITION TO THE CITY OPERATED BYPASS AS CURRENTLY INSTALLED. THE CONTRACTOR SHALL PROTECT THE CITY BYPASS IN PLACE FOR THE DURATION OF THE CONTRACT PERIOD. ANY BYPASS REQUIRED BY THE CONTRACTOR IN ADDITION TO THE CITY BYPASS (E.G LATERAL BYPASS, DEWATERING, SURFACE INTRUSION ETC.) SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTOR SHALL COMPLY WITH THE CONTRACT DOCUMENTS AS THEY RELATE TO FLOW CONTROL AND PROVIDE ALL REQUIRED SUBMITTALS.
3. THE CITY HAS LEASED TRENCH SHORING EQUIPMENT AND TRENCH PLATES. THIS EQUIPMENT IS CURRENTLY ON-SITE. THE CONTRACTOR SHALL ASSESS THE LOCATION, QTY AND SIZE OF THIS EXISTING EQUIPMENT TO THE EXTENT NECESSARY (DURING THE MANDATORY PRE-BID MEETING) TO INCLUDE THE COST OF RETRIEVING, STAGING AND LOADING THIS EQUIPMENT ONTO A TRUCK AS NECESSARY TO RETURN SAID EQUIPMENT TO THE LEASING COMPANY AND EFFECTIVELY CLOSING OUT THE CITYS RENTAL AGREEMENT (EXCLUDING ACTUAL RENTAL FEES). AS AN ALTERNATIVE THE CONTRACTOR MAY ENTER INTO ITS OWN AGREEMENT WITH THE RENTAL COMPANY TO MAINTAIN THE EQUIPMENT ONSITE FOR A DURATION OF THE CONTRACTORS CHOOSING. UNDER EITHER SCENARIO THE CITY WILL BE RELEASED FROM ITS CURRENT AGREEMENT.
4. THE CONTRACTOR UPON ISSUANCE OF NTP, SHALL IMMEDIATELY ASSUME RESPONSIBILITY FOR THE SITE, AND SHALL TAKE ALL SAFETY MEASURES TO PROTECT THE PUBLIC AS WELL AS ALL PERSONNEL AS MAY BE PRESENT ON THE SITE.

DETAIL AND SECTION CALLOUTS

DETAILS:



SECTIONS:

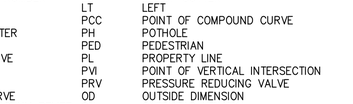
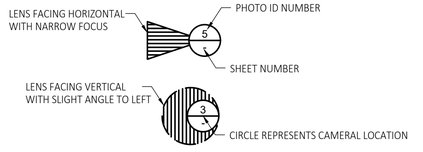


PHOTO NUMBERS AND LENS DIRECTION CALLOUTS



REVISIONS

REV	DATE	BY	DESCRIPTION

Coastland | DCCM
Coastland | DCCM
420 Executive Court North, Suite G
Fairfield, CA 94534
707.671.8005 | coastland.dccm.com

PREPARED UNDER THE DIRECTION OF

Erik Weber 03/31/25

ERIK WEBER, RCE 62547 DATE

DESIGNED BY	DRAWN BY	REVIEWED BY
EW	KL	EW

REGISTERED PROFESSIONAL ENGINEER ERIK WEBER No. 62547 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

INDUSTRIAL WAY SEWER MAIN REPAIR

BENICIA CALIFORNIA

GENERAL NOTES, ABBREVIATIONS, AND LEGEND

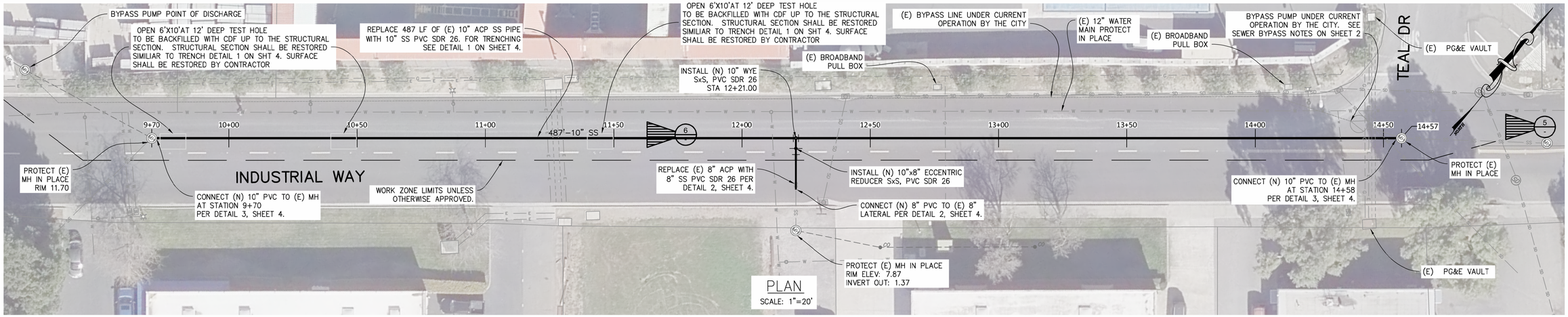
PROJECT NUMBER 63-5392

DRAWING DATE MARCH 2025

SHEET NUMBER 2 OF 4

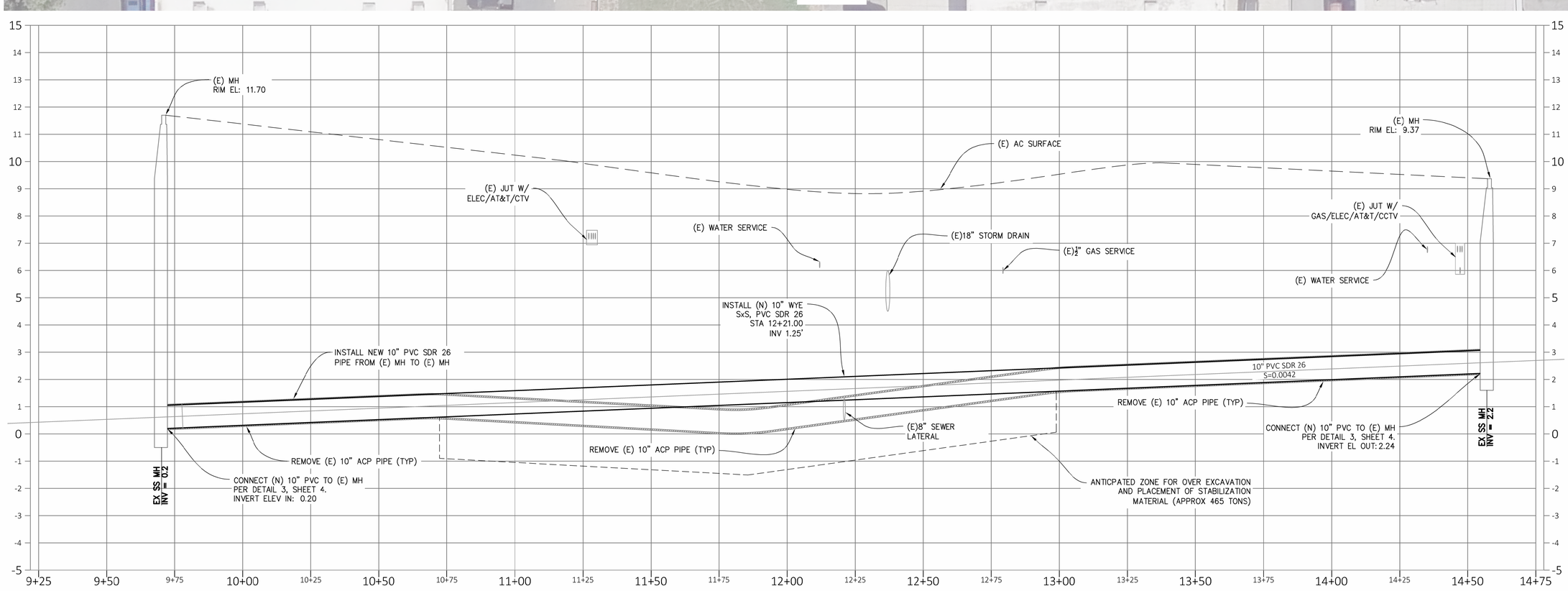
ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES 0 1 2 3



PLAN

SCALE: 1"=20'



PROFILE

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

GENERAL NOTES

1. ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE SAME ELEVATION DATUM USED IN THE 1989 INDUSTRIAL WAY LIFT STATION DRAWINGS. PER THE 1989 PLANS: "ALL ELEVATIONS REFER TO U.S.C. AND G.S. DATUM. VERTICAL DATUM BASED ON MEAN SEA LEVEL."

REVISIONS

REV	DATE	BY	DESCRIPTION

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707.671.8005 | coastland.dccm.com

PREPARED UNDER THE DIRECTION OF

Erik Weber

03/31/25

ERIK WEBER, RCE 62547 — DATE

DESIGNED BY	DRAWN BY	REVIEWED BY
EW	KL	EW

REGISTERED PROFESSIONAL ENGINEER — ERIK WEBER — No. 62547 Exp. 12-31-25 — CIVIL — STATE OF CALIFORNIA

INDUSTRIAL WAY SEWER MAIN REPAIR

BENICIA — CALIFORNIA

PLAN AND PROFILE

PROJECT NUMBER 63-5392

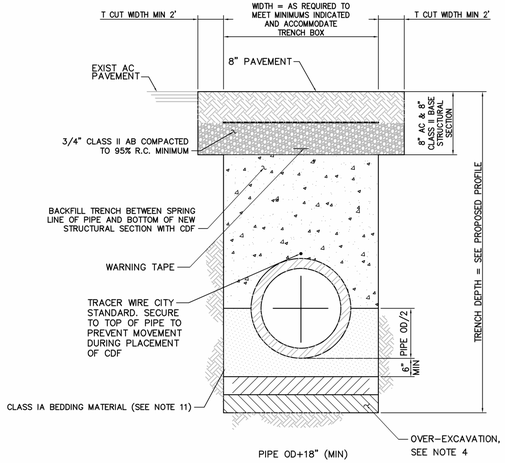
DRAWING DATE MARCH 2025

SHEET NUMBER 3 OF 4

ORIGINAL PLOT DATE:

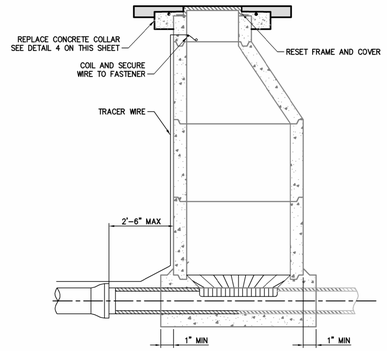
FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

0 1 2 3



1. PAVEMENT, PAVEMENT BASE, AND COMPACTION REQUIREMENTS SHALL BE PER REQUIREMENT OF THE CITY OF BENICIA.
2. VOID CREATED WHEN SHEETING IS REMOVED SHALL BE BACKFILLED WITH TRENCH MATERIAL AS SHEETING IS REMOVED.
3. IF FULL TRENCH SHEETING IS NOT USED, SLOPE TRENCH IN ACCORDANCE WITH OSHA. SLOPED EXCAVATIONS SHALL NOT BE PERMITTED UNLESS APPROVED BY THE CITY. SLOPED EXCAVATIONS WILL ONLY BE CONSIDERED IN NON-PAVED AREAS.
4. AS DIRECTED BY THE ENGINEER, EXCAVATE UNSUITABLE SUBGRADE MATERIAL BELOW EXCAVATION GRADE TO OBTAIN A FIRM AND STABLE BASE. MAINTAIN WATER LEVEL BELOW PIPE LAYING OPERATIONS. THE OVER-EXCAVATED AREA SHALL BE BACKFILLED WITH STABILIZATION MATERIAL, AS NOTED ABOVE. OVER-EXCAVATION IS ANTICIPATED AT LOCATIONS WHERE THE REMOVAL OF THE (E) ACP IS DEEPER THAN THE PROPOSED PVC PIPE.
5. ID = PIPE INSIDE DIAMETER; I.E., NOMINAL PIPE SIZE, INCHES, OD = PIPE OUTSIDE DIAMETER, INCHES
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING PIPES IN VICINITY OF TRENCH, SHALL CONTACT USA NORTH BY CALLING 811 PRIOR TO ANY EXCAVATION, AND SHALL NOT PERFORM ANY BLASTING.
7. ALL AC EDGES SHALL BE NEATLY SAWCUT. WHERE EDGE OF GUTTER IS WITHIN 3 FEET OF SAWCUT, REMOVE REMAINING EXISTING AC PAVING AND REPLACE WITH NEW AC PAVING.
8. NO JETTING OF TRENCH MATERIALS SHALL BE PERMITTED.
9. PIPE BEDDING OR AGG BASE MATERIAL SHALL NOT BE PLACED IN LIFTS GREATER THAN 8". CONTRACTOR SHALL DEMONSTRATE THAT SPECIFIED COMPACTION CAN BE ACHIEVED WITH 8" LIFTS THROUGH DENSITY TESTS.
10. CLASS 1A BEDDING MATERIAL SHALL COMPLY WITH THE REQUIREMENTS BELOW:
    A. MATERIAL SHALL BE NON PLASTIC, ANGULAR CRUSHED STONE OR ROCK AND CONTAIN LITTLE OR NO FINES.
    B. PERCENTAGE PASSING SIEVE SIZES: 1.5"–100%, No.4 – LESS THAN OR EQUAL TO 10%, NO. 200 – LESS THAN 5%

1 TRENCH BACKFILL DETAIL
NTS

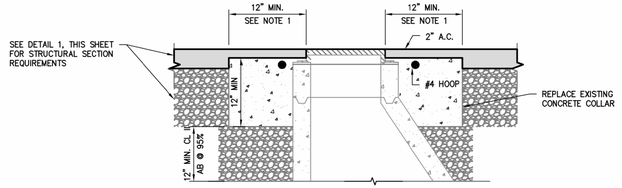


(E) SEWER MANHOLE

GENERAL NOTES:

1. ALL JOINTS SHALL BE SEALED WITH FLEXIBLE JOINT SEALANT.
2. LATERALS OR MAINS INTO MANHOLES SHALL HAVE A JOINT Ø 2.5' FROM OUTSIDE WALL.
3. TRACING WIRE TO BE 10 GAUGE SOLID STRAND.
4. ALL NEW PENETRATIONS TO SANITARY SEWER MANHOLE SHALL BE CORED USING KOR-IN-SEAL BOOT OR APPROVED EQUAL.
5. FALSE BOTTOM SHALL BE PLACED PRIOR TO STARTING ANY MANHOLE WORK, THEN CLEANED AND REMOVED AFTER THE COMPLETION OF WORK. FALSE BOTTOM IS TO BE CONSTRUCTED OF A MINIMUM 3/4" MARINE GRADE PLYWOOD, PLACED IN MANNER TO PROTECT TO THE PIPE INLET FROM ANY DEBRIS ON BLOCKS AT A MINIMUM OF 1" ABOVE ALL INLETS TO THE MANHOLE. FALSE BOTTOM SHALL BE CONNECTED TO THE BLOCKS VIA NAILS OR STAPLES AND NOT TO OBSTRUCT ANY PART OF THE SEWAGE FLOW.

3 MANHOLE PENETRATION DETAIL
NTS

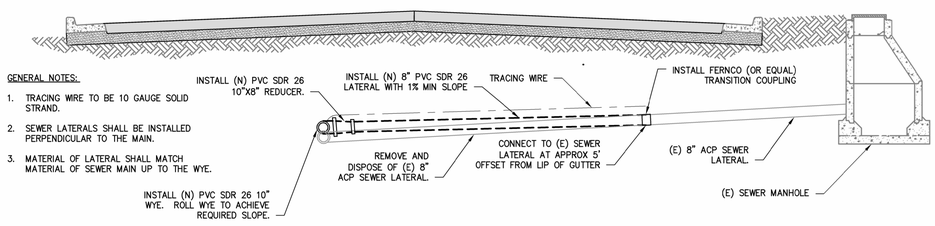


MAINTENANCE HOLE

GENERAL NOTES:

1. COLLAR WIDTH SHALL BE THE GREATER OF THE EXISTING COLLAR WIDTH OR 12".
2. ALL CONCRETE SHALL BE 4000 PSI MIN.

4 CONCRETE COLLAR DETAIL
NTS



GENERAL NOTES:

1. TRACING WIRE TO BE 10 GAUGE SOLID STRAND.
2. SEWER LATERALS SHALL BE INSTALLED PERPENDICULAR TO THE MAIN.
3. MATERIAL OF LATERAL SHALL MATCH MATERIAL OF SEWER MAIN UP TO THE WYE.

2 SEWER SERVICE LATERAL CONNECTION
NTS

5 EXISTING SITE - PHOTO
NTS

6 EXISTING SITE - PHOTO
NTS

REVISIONS

REV	DATE	BY	DESCRIPTION

Coastland | DCCM
Coastland | **DCCM**
420 Executive Court North, Suite G
Fairfield, CA 94534
707.671.8005 | coastland.dccm.com

PREPARED UNDER THE DIRECTION OF

Erik Weber 03/31/25

ERIK WEBER, RCE 62547 DATE

DESIGNED BY	DRAWN BY	REVIEWED BY
EW	KL	EW

REGISTERED PROFESSIONAL ENGINEER — ERIK WEBER — No. 62547 Exp. 12-31-25 — CIVIL — STATE OF CALIFORNIA

INDUSTRIAL WAY SEWER MAIN REPAIR

BENICIA CALIFORNIA

DETAILS

PROJECT NUMBER 63-5392

DRAWING DATE MARCH 2025

SHEET NUMBER 4 OF 4

DOCUMENT 00 0101

PROJECT MANUAL

for

Industrial Way Sewer Replacement

City Project No. 25-05

City of Benicia
Public Works Department
City Hall
250 East L Street
Benicia, CA 94510

Bid Due Date: April 23, 2025 at 1:00 pm

Project No. 25-05

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DOCUMENT 00 0107

SEALS PAGE

Engineer's Attest:

The following Project Manual has been prepared under the supervision of the undersigned.

Prepared by:

Erik Weber, RCE 62547
Consultant Project Manager

Reviewed by:

Tony Fisher
Project Manager

Approved by:

Neil Leary, RCE 49318
Deputy Public Works Director/City Engineer

END OF DOCUMENT

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DOCUMENT 00 0110

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END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Section	Title
01400	Quality Control
01570	Temporary Erosion and Sediment Control
02100	Subsurface Investigation
02200	Site Preparation
02205	Demolition, Abandonment, and Removal
02300	Grading
02305	Trenching, Excavation, Backfilling, and Compacting
02310	Controlled Density Fill
02519	Conductive Trace Wire for Nonmetallic Pipe Installation
02520	Cleaning and CCTV Inspections of Sanitary Sewer
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02741	Subgrade
02742	Aggregate Base
02743	Asphalt Concrete
02770	Sidewalk, Curb, Gutter, and Driveways
02780	Traffic Striping and Pavement Markings
02950	Site Restoration
03300	Cast in Place Concrete
03620	Non-Shrink Grout

LIST OF DRAWING SHEETS

Sheet	Drawing Date	Rev No.	Title
1 of 4	March, 2025	NA	Cover Sheet
2 of 4	March, 2025	NA	General Notes, Abbreviations, & Legend
3 of 4	March, 2025	NA	Sewer Plan & Profile
4 of 4	March, 2025	NA	Details

END OF DOCUMENT

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DOCUMENT 00 1113

NOTICE INVITING BIDS
FOR
CITY OF BENICIA

INDUSTRIAL WAY SEWER REPLACEMENT PROJECT

ARTICLE 1 INVITATION TO BID

1.01 **Notice Inviting Bids:** Bids shall be uploaded electronically to City of Benicia's OpenGov website at: https://procurement.opengov.com/portal/beniciaca/projects/159089 Industrial Way Sewer Replacement Project web page before until 1**:00 PM** on Wednesday **April 23, 2025** at which time they will be opened and read online via Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzlhMzhkZDQtMmY5NS00ZDYzLWJiYmItYTcyZmM1YWJkNWEy%40thread.v2/0?context=%7b%22Tid%22%3a%220724e143-aa78-4c64-a0f8-3d652959aabd%22%2c%22Oid%22%3a%228238d207-f424-4ca4-bae9-0b2b55004c3f%22%7d

Meeting ID: 240 988 374 367

Passcode: WV9cQ2Co

1.02 **Project Description:** The Project proposes to replace a single section of existing sewer main between two existing manholes on Industrial Way within the City Limits.

1.03 **Location of Work**: **Approximately between 3820 Industrial Way and the intersection of Teal Ave and Industrial Way, Benicia, CA 94510.**

1.04 The Engineer's Opinion of Probable Costs is approximately **$481,000.**

1.05 **Completion of Work:** All work shall be finally completed within **40 Working Days** from the date when the Contract Time commences to run.

1.06 **Procurement of Bidding Documents:** Bidding Documents contain the full description of the Work. Electronic copies of the contract document, specifications and drawings must be obtained at: https://procurement.opengov.com/portal/beniciaca/projects/159089. All bidders must obtain a complete bid set and be on the plan holders list in order to be considered responsive and to receive addenda notifications.

1.07 **Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted as set forth in Paragraph 1.01 above.

1.08 **Pre-Bid Site Visit and Meeting:** Owner will conduct a Pre-Bid Meeting starting at the intersection of Teal Ave and Industrial Way, Benicia, CA 94510 **at** 9**:00 am** on **Tuesday, April 16th, 2025.** The Pre-Bid Meeting and Site Visit will last approximately **one** hour.

1.09 **Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

1.10 **Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 LEGAL REQUIREMENTS

2.01 Required Contractor's License(s): A California class **"A"** contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

2.02 Required Contractor and Subcontractor Registration

A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

2.03 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits in Lieu of Retention and incorporated herein in full by this reference, in accordance with Public Contract Code Section 22300.

2.04 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website (http://www.dir.ca.gov/OPRL/dprewagedetermination.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

2.05 Prevailing Wage Monitoring: This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

Dated: April 4, 2025

Tony Fisher
Project Manager
CITY OF BENICIA

END OF DOCUMENT

DOCUMENT 00 2100

ACCESS, INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL CONTRACTOR: _____

OWNER: CITY OF BENICIA

SITE: INDUSTRIAL WAY WITHIN THE CITY OF BENICIA

PROJECT: INDUSTRIAL WAY SEWER REPLACEMENT

In consideration of the above-referenced Owner's permitting the undersigned potential Contractor (**Contractor**) to have access to, and to conduct investigations, tests and/or inspections on the Site (**access**), and effective upon such access, Contractor hereby agrees as follows:

1.01 To the greatest extent permitted by law including, without limitation, Civil Code Section 2782, Contractor hereby releases, and shall defend, indemnify, and hold harmless Owner, and its elected officials, officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Contractor or any of Contractor's officers, employees, consultants, representatives, and/or agents, except for claims or liability arising out of the sole negligence, active negligence, or willful misconduct of Owner or any released and indemnified party.

1.02 Contractor hereby waives the provisions of Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

1.03 Contractor shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00 3132 (Geotechnical Data and Existing Conditions).

1.04 Attached hereto (or to be delivered separately before Contractor's visit to the Site) is a certificate for general liability insurance satisfying Contract Documents requirements.

1.05 Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 5200 [Agreement]), it shall be fully effective and binding regardless of whether Contractor submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

CONTRACTOR: _____

By: _____ By: _____
Signature Signature

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

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

END OF DOCUMENT

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

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

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

A. Owner will conduct a Mandatory Pre-Bid Meeting at the date, time and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request. Bidders must attend Pre-Bid Meeting and sign an attendance roster as a condition to bidding. All prospective prime contractors are required to attend the meeting to be eligible to bid this project. A non-mandatory site walk will follow the pre-bid meeting.

B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

C. Owner will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents.

1.02 Required Pre-Bid Investigations

A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.

B. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, test, or studies at this Site before bidding, shall schedule such examinations with Owner by providing Owner at least seven (7) days advanced written notice. Additionally, any such Bidder must deliver an executed Document 00 2100 (Access, Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the site examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00 2100 or an insurance certificate.

C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

1.03 Bidder Questions and Answers

A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner via Project website: https://procurement.opengov.com/portal/beniciaca/projects/159089 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued via Project website to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than 7 Days prior to the date for opening Bids.

B. Only questions answered by formal written Addenda will be binding. Any other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

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

ARTICLE 2 - RECEIPT OF BIDS

2.01 Date and Time

A. Electronic Bids will be received at the Project website at: https://procurement.opengov.com/portal/beniciaca/projects/159089 until the date and time indicated in Document 00 1113 (Notice Inviting Bids). Bids shall not be received after the specified time. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission: Refer to Document 00 1113 (Notice Inviting Bids)

2.03 Required Contents of Bid Submittals

A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4313.

C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration Form), completed in accordance with the provisions of Document 00 4314.

D. Document 00 4314 (Subcontractors List). Bidders must submit Document 00 4314 (Subcontractors List) completed in accordance with the provisions of Document 00 4314. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 4314, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. Bidders may, in their discretion, submit all information required in Subcontractors List other than names and places of business, within 24 hours after the deadline established for receipt of Bids.

E. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.

F. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

G. CARB IUOR Fleet Certification. Bidders must submit Document 00 4548 (California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification) completed, with Bidder's Certificate of Reported Compliance included if applicable, in accordance with the provisions of Document 00 4548. Owner will reject a bid from a Bidder that does not indicate conformance to the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2).

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

A. Owner will open each Bidders' bid at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form).

B. Apparent Low Bid will be determined solely on the Total Bid Price based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

C. For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 4513 and for Responsibility.

D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.

C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.

D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

A. Owner reserves the right to:

1. Reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and
2. Reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, and
3. Reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

B. For purposes of this paragraph, an "unbalanced Bid" is one having nominal process for some Bid items and enhanced prices for other Bid items.

C. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of [**120 Days**] after award or full execution of the Contract, whichever first occurs.

D. Owner may waive any informalities or minor irregularities in the Bids.

E. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

3.04 Required Contractor and Subcontractor Registration

A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to the City Manager by email or by personal delivery or overnight mail (to Danielle Bonham, Public Works Director, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510) before **3:30 p.m.** of the fifth Business Day following the posting of Document 00 5050 (Notice of Intent to Award for Construction) at https://procurement.opengov.com/portal/beniciaca/projects/159089 Owner will use reasonable efforts to deliver by facsimile or email a copy of Document 00 5050 to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described herein.

B. The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

C. The protest must refer to the specific portion of the document that forms the basis for the protest.

D. The protest must include the name, address, and telephone number of the person representing the protesting party.

E. The protest must include the signature of the protester or authorized representative of the protester.

F. The protest must contain the solicitation number and title under which the protest is submitted.

G. The protest must state the form of relief requested.

H. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.

I. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

J. A bidder whose bid has been protested by another bidder may submit to the City Manager a written response to the protest by email or by personal delivery or overnight mail (to Danielle Bonham, Public Works Director, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510) so that it is received by the City no later than seven calendar days after the protest has been served by the protesting bidder.

K. The City Manager or designee shall have up to ten calendar days to decide whether to approve or reject the protest. The written decision of the City Manager or designee on the protest shall be served upon the protesting bidder and any bidder subject to the protest within 14 calendar days of receipt of the bid protest. The City Manager or designee may extend the 10 calendar days if necessary to review additional information requested from any bidder.

L. If the subject matter of the solicitation or project is receiving any State or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

M. This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

4.02 Exclusive Remedy

A. The procedure and time limits set forth in this Article 4 are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or other legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue two Document 00 5100 Notices of Award: One Award for Project pre-construction services and the other for Project construction work Such Awards, if made, will be made within ninety (90) days after the opening of the Bid Proposals.

B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the [5th Day] following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance for Phase I Work

A. Work Authorization for Pre-Construction Services, fully executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.

B. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

C. Any other items identified by Owner in Document 00 5100 (Notice of Award).

5.03 Required Contract Documents and Proof of Insurance for Phase II Work

A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.

B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit one original.

C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit one original.

D. Document 00 6536 (Guaranty), fully executed by successful Bidder. Submit one original, bearing an original signature on the signature page and initials on each page.

E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

F. Any other items identified by Owner in Document 00 5100 (Notice of Award).

5.04 Failure to Execute and Deliver Documents:

A. If Bidder to whom the Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's

failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.

B. Upon Bidder's failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. GENERAL CONDITIONS AND REQUIREMENTS

5.05 Modification of Commencement of Work:

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

5.06 Conformed Project Manual:

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

5.07 Payment Bond:

A. Because Phase II of the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of Phase II of the Work, in accordance with Civil Code Section 9550, *et seq*.

5.08 Performance Bond:

A. The successful Bidder must file a performance bond with and approved by Owner prior to entering upon the performance of the Work.

5.09 Wage Rates:

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's [**Facilities Development and Management Division**] and may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/dprewagedetermination.htm] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

5.010 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner care of William Tarbox, Public Works Director, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510. Bidder or its duly authorized representative shall execute request to withdraw Bid.

5.011 Ineligible Contractors and Subcontractors:

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

5.012 Public Records Act Requests:

A. In accordance with the California Public Records Act, Owner will make available to the public Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder (including, without limitation, the SOQ). Any such trade secrets or proprietary financial information that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

B. Upon a request for records regarding this Bid, Owner will notify the Bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise Owner will make such information available to the extent require by applicable law, without restriction.

C. Information disclosed in the Statement of Qualifications and the attendant opened submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

5.013 Substitutions:

A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items."

Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than **5** Days after Notice of Award. To assess "or equal" acceptability of product or system, request(s) for substitution must contain the information required in Document 00 6325. Insufficient information will be grounds for City to reject the substitution. City will, within a reasonable time, after having received a request for substitution, issue in writing its decision as to whether the proposed substitution is an "or equal" item compatible to City systems, durability, and quality. City's decision shall be conclusive as to all Bidders. Substitutions approved before Bid day will be listed in Addenda and become part of the Contract Documents.

As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items (if any) are described in Document 00 1113 (Notice Inviting Bids).

5.014 Definitions:

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

END OF DOCUMENT

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DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, information regarding Underground Facilities, and hazardous material surveys or information (collectively, **Existing Conditions Data**.)

B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary of Work) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.

C. Existing Conditions Data is for information purposes only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding such existing conditions.

B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

2.02 Underground Facilities:

A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).

B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities that are owned by others.

2.03 Hazardous Materials Surveys:

A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, without limitation, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

B. The term **"technical data"** shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term "technical data" shall not include the location of Underground Facilities.

C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

2.05 Except as expressly set forth in this Document 00 3132,

A. Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical and existing conditions data.

B. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical and existing conditions data supplied by Owner, except as specifically set forth herein.

ARTICLE 3 INVESTIGATIONS

3.01 Required Investigations:

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner's review and response.

C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent provided in Document 00 2113 (Instructions to Bidders), and provided that each Bidder seeking access to conduct such investigations provides Document 00 2100 (Access, Indemnity and Release Agreement). Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, without limitation, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at any one time due to safety concerns or in order to protect or maintain the Site from potential damage or interruption to general operational activities.

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

INDUSTRIAL WAY SEWER REPLACEMENT, PROJECT NO. 25-05

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

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

SCHEDULE OF BID PRICES

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Environmental Controls	1	LS		
4	Sheeting, Shoring, and Bracing	1	LS		
5	Sewer Flow Control	1	LS		
6	Install 10" PVC SDR35 Sewer Pipe by Open Cut Method	487	LF		
7	Remove and Dispose of (E) Asbestos Cement Pipe	508	LF		
8	Class II Aggregate Base	186	TON		
9	Hot Mix Asphalt at Trench Repair	210	TON		
10	Site Surface Restoration (Includes Striping)	1	LS		
11	Foundation Stabilization at Deep Asbestos Cement Pipe Removal	465	TON		
12	Controlled Density Fill	520	CY		
TOTAL				**TOTAL BID PRICE**	**$**

Total Bid Price:

_____
(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: _____

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

NAME OF BIDDER: _____

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

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

_____
(Principal)

_____
(Principal)

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

_____
(Signature of Bidder)

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

Business Address: _____

_____

_____

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

_____ (Name/Title)

_____ (Name/Title)

Officers Authorized to Sign Contracts _____ (Name/Title)

_____ (Name/Title)

_____ (Name/Title)

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

_____ (Area Code) (Number)

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

_____ (Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

_____,
(Name of Contractor)

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

WHEREAS, said Principal is submitting a Bid for Industrial Way Sewer Replacement Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2025.
(Month)

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____
Attorney in Fact

END OF DOCUMENT

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DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed Tax I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplementary Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Other Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

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

BIDDER: _____
(COMPANY NAME)

By: _____ _____
NAME TITLE

By: _____ _____
SIGNATURE DATE

SAFETY AND EXPERIENCE RECORD

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

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

   2022 _____ **2023** _____ **2024** _____

   If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

   What were Bidder's Total RIR for each of the last three years?

   2022 _____ **2023** _____ **2024** _____

   Average of last three years: _____ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

   What were Bidder's Total LTIR for each of the last three years?

   2022 _____ **2023** _____ **2024** _____

   Average of last three years: _____ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases _____

   b. Number of medical treatment cases _____

   c. Number of fatalities _____

5. Employee hours worked last year _____

6. State the name of Bidder's safety engineer/manager:

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

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

BIDDER:

By: _____
Signature

Its: _____
Title

Date_____

END OF DOCUMENT

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DOCUMENT 00 4336

SUBCONTRACTORS LIST

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

END OF DOCUMENT

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DOCUMENT 00 4519

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[**date**], at _____[**city**], _____ [**state**].

BIDDER'S SIGNATURE: _____

NAME/TITLE OF SIGNATORY: _____

LEGAL NAME OF BIDDER: _____

END OF DOCUMENT

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DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10**,** below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is ***[please complete]*** _____. Subcontractors' registration numbers are as indicated in Document 00 4314.

BIDDER: _____
(Name of Bidder)

Date: _____, **2025** By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 4548

IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. **Certification of Compliance.** I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions**. Check one (1) box below.

   ☐ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate ***must be*** provided.)

   ☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER: _____

(Name of Bidder)

Date: _____, 2025 By: _____

(Signature)

Name: _____

(Print Name)

Its: _____

(Title)

END OF DOCUMENT

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DOCUMENT 00 5050

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED:

PROJECT TITLE: **CITY OF BENICIA**

Industrial Way Sewer Replacement

_____, the _____ of

Owner intends to recommend to its City Council the Award of the above-referenced Project to

_____.
(Name of Contractor)

OWNER: CITY OF BENICIA

By: _____

_____
(Print name)

Title: _____

Date: _____

END OF DOCUMENT

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DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: **CITY OF BENICIA**
Industrial Way Sewer Replacement

The Contract Sum of your contract is _____
(Amount in Words)

Dollars ($_____)

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by [5:00 p.m.] of the [7th Day] following the date of this Notice of Award, that is, by [Day of the Week, Month Day, 20__].

   a. Deliver to Owner two fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner one (1) originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.

   c. Deliver to Owner one (1) originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).

   e. Deliver to Owner one fully executed Document 00 6536 (Guaranty), bearing your original signature on the signature page and your initials on each page.

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within **21 Days** after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with two copies of the Project Manual (including Specifications and Drawings) and two sets of full-size Drawings.

5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through **Tony Fisher, Project Manager.**

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

OWNER: CITY OF BENICIA

BY: _____
[TITLE]

_____
(Print Name)

AUTHORIZED BY CITY OF BENICIA

RESOLUTION NO.: _____

APPROVED DATE: _____

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **[date]** day of **[Month],** 20__, by and between **[Enter Name of Contractor]** whose place of business is located at **[Address of Contractor**] (**Contractor**), and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

Industrial Way Sewer Replacement
at CITY OF BENICIA

PROJECT NUMBER 25-05

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

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

A. All payments made pursuant to the terms of this Agreement and Contract Documents shall be subject to a withhold of 5% retention per Public Contract Code Section 7201. Payment of the retention will be paid after the work is completed, City Council has accepted the Project as complete, and the Notice of Completion has been filed with the Solano County Recorder's Office.

1.04 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed

B. Owner reserves the right to modify or alter the Commencement Date.

1.05 Completion of Work

A. Contractor shall achieve Substantial Completion of the entire Work within **35** Working Days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work **40** Working Days from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

A. Owner has designated **Tony Fisher,** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

A. Contractor has designated **Tony Fisher** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

B. Contractor has designated the following other Key Personnel for the Project:

Name	Position

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

A. As liquidated damages for delay Contractor shall pay Owner Two Thousand Six Hundred dollars ($2,600.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

A. No liquidated damages for UNAUTHORIZED CHANGES OF KEY PERSONNEL will be assessed.

ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed

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

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

6.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Benicia, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Solano, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF BENICIA:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO ADMINISTRATION:

By: _____
City Manager

CONTRACTOR:

Name: _____

By: _____
(Signature)

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

By: _____
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 20___

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: Industrial Way Sewer Replacement

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

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

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit and receive approval on Progress Schedule

OWNER: CITY OF BENICIA

By: _____

Its: _____

END OF DOCUMENT

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DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated _____, 20__ is in the amount of _____, which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____(**Contractor**), _____ (**Surety**), **CITY OF BENICIA** (**Owner**), or other party shall be considered plural where applicable.

CONTRACTOR:	**SURETY:**
_____	_____
_____ Address	_____ Principal Place of Business
_____ City/State/Zip	_____ City/State/Zip

CONSTRUCTION CONTRACT: Industrial Way Sewer Replacement, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 Owner has agreed to pay the Balance of Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:

6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;

6.2 Contractor's obligations to pay liquidated damages; and

6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the Superior Court of the County of Los Angeles, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 5200 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract**.**

14.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in Document 00 7200 (General Conditions).

14.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, **CITY OF BENICIA** (**Owner**) has awarded to _____ _____ as Principal, Contract Number _____ dated the _____ day of _____**,** 20_ (the **Contract**), titled the City of Benicia Industrial Way Sewer Replacement Project in the amount of $_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

Industrial Way Sewer Replacement, Project Number 25-05

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

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

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

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

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

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature	Signature
Name	Name
Title	Title
Street Address	Street Address
City, State, Zip Code	City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

Public Contract Code Section 22300

THIS ESCROW AGREEMENT ("**Escrow Agreement**") is made and entered into this ____ day of _____**,** 20__, by and between **City OF Benicia** (**"Owner"**), whose address is **250 East L Street, Benicia, CA 94510**,_____("**Contractor**"), whose principal place of business is located at _____, and Owner, as escrow agent _____, a state or federally chartered bank in the State of California, whose place of business is located at _____.

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

1. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for the City of Benicia Industrial Way Sewer Replacement Project in the amount of $_____ dated _____, 20__ (the **"Contract"**). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ _____, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 006290.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

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

OWNER:

CITY OF BENICIA

_____
Title

_____
Name

_____
Signature

CONTRACTOR

_____

_____
Title

_____
Name

_____
Signature

ATTEST

_____
Signature

_____
Print Name

Secretary

ESCROW AGENT

_____

_____
Title

_____
Print Name

_____
Signature

REVIEWED AS TO FORM:

_____
Counsel for Owner

_____
Print Name

_____
Date

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

END OF DOCUMENT

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DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: **CITY OF BENICIA, Owner**

PROJECT: _____ **Owner Project No:**	**Contractor:**

Substitution Request By:	Firm:

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

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

Section / Drawing	**Article**	**Specified Item**
Proposed Substitution:		

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

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

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

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

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone / Fax: _____

Remarks:_____

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

END OF DOCUMENT

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DOCUMENT 00 6530

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

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this _____ day of _____, 20__, by and between **CITY OF BENICIA** (**Owner**), and _____ (**Contractor**), whose place of business is at _____.

RECITALS

A. Owner and Contractor entered into Contract (the **"Contract"**) for construction of Owner's Industrial Way Sewer Replacement Project.

B. The Work under the Contract has been completed.

AGREEMENT

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

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

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

2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of _____ Dollars and _____ Cents ($_____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.

4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (**Disputed Claims**) and are specifically excluded from the operation of this Agreement and Release.

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

OWNER: CITY OF BENICIA

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, 2025

By: _____
Counsel for Owner

Name: _____
Print

END OF DOCUMENT

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DOCUMENT 00 6536

GUARANTY

TO: The **CITY OF BENICIA** (**Owner**), for construction of the Industrial Way Sewer Replacement Project.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to Owner for a period of [**one year**] following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within [**one year**], or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within [**one year**] after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

1.04 Contractor shall respond within 72 hours to any claim made by Owner pursuant to this guaranty.

1.05 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.06 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Owner.

(Signature line on next page)

Date: _____, 20___

_____
Contractor's Name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation of Documents

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

1.02 Order of Precedence of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Agreement Forms (Document 00 5200 and other 5000 and 6000 series Documents), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 00 7301 and other 7300 series Documents), if included;
4. General Conditions (Document 00 7200);
5. Division 01 General Requirements, if included;
6. Drawings and Technical Specifications (Division 02 and above);
7. Written words over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

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

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

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

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

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

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities including, without limitation, requesting additional information or verification of information as necessary.

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

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

A. Contractor shall comply with the Subcontractor Listing law, Public Contract Code Sections 4101, et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.

B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (i) to be bound to the terms of Contract Documents and (ii) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include, without limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent of Drawings and Specifications

A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the **"Work,"** Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as **"incidental work"** although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking of Drawings and Specifications

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation of Drawings and Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from

Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue (or cause to be issued) with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary. All written responses, clarifications and interpretations under this Paragraph shall be consistent with the intent of and be reasonably inferable from Contract Documents, and binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner, at least 10 Business Days prior to furnishing such materials or performing such Work, the materials to be used or Work to be performed under this Paragraph.

4.04 Use of Drawings and Specifications

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

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission of Required Schedules

A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:

1. Schedule of Values
2. Progress Schedule, and
3. Schedule of Submittals.

B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date of Contract Time

A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's and Subcontractors' Employees

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

6.05 Contractor's Use of The Site

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

B. The Contractor shall notify all property owners and businesses affected by the project's work at least 72 hours before work is to begin. The notice shall be in writing, placed on doors and shall indicate the Contractor's name and phone number, type of work, day(s) and time when work will occur. Notice shall be reviewed by the Engineer prior to being posted.

C. Parking restrictions shall be posted 48 hours in advance along the affected construction areas. See Section 12-1.06 "Removal of On-Street Parking" of these Special Provisions.

D. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.

B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.

C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation of The Work

A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Consultant's Observation of Work

A. Owner may engage one or more of the following to assist in administering the Work: an Architect/Engineer, Project Manager, Construction Manager, or any other independent consultant (collectively for purposes of this Article 7, **Consultant**). If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

B. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

C. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapproves or rejects Work that Consultant believes to be Defective or will not produce a complete Project that conforms to Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Consultant may also recommend to Owner special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.

D. Consultant may conduct observations or inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's and Consultant's Exercise of Contract Responsibilities

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

7.05 Owner's Right of Access to The Work

A. During performance of Work, Owner, Consultant, and all Owner's representatives may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and

safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right of Separate Construction

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

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

8.01 Contractor to Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent and, if applicable, payment of liquidated damages as required by Document 00 5200 (Agreement). The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor to Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including, without limitation, financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Government Code Section 8546.7. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor to Supply Sufficient Workers and Materials

A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

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

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

8.04 Contractor to Maintain Project Record Documents

A. As more specifically described in Section 01 7839, Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor to Not Disrupt Owner Operation

A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations including, without limitation, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor to Provide Temporary Facilities and Controls

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

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty and Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Warranties: Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, without limitation, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.

2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection of Work

A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. Upon advance notice as set forth above, Owner will endeavor to schedule required inspections, but if resources are not available, Contractor may need to reschedule the Work at no additional cost to the Owner.

E. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

F. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.

G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.

Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction of Defective Work

A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may direct Contractor to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.

B. Owner may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200.

D. These Owner rights and remedies are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law. Owner's failure to demand correction of defective work does not relieve the Contractor from delivering a Project that comports with the Project's plans and specifications.

9.04 Acceptance of Defective Work

A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make

a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

9.05 Rights upon Inspection, Correction or Acceptance

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Observation or inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof of Compliance of Contract Provisions

A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period and Project Warranty Period

A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance, nor final certificate for payment, nor provision of the Contract, nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have the right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right to Direct Changed Work

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

10.02 Required Documentation for Changed Work

A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
3. The extent of the adjustment in the Contract Time, if any.

B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures and Pricing of Changed Work

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

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.
B. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

C. Time extensions will not be granted unless substantiated by the Critical Path Method **(CPM**) Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a Time Impact Evaluation (TIE), as required by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within the required time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional Contract Time.

11.02 Excusable Delay and Inexcusable Delay Defined

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner (**Changes**);
2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including, without limitation, pre-bid investigations) (**Acts or Neglect**); or
3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, “force majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (**Force Majeure**).

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

11.03 Notice of Delay

A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE, in accordance with by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for

1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle

Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (**NOAA**) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at http://www.wrcc.dri.edu/climate-summaries/), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.1 inch at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

D. Contractor and Owner agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contactor's supervisory personnel. Accordingly, Contractor and Owner agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay Owner liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, **"Disputed Work"**), then Contractor shall first follow procedures set forth in the Contract Documents (including, without limitation, Paragraphs 11.03, 11.04, 13.03 and 13.04 of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the Owner's determinations. Contractor's SOLE AND EXCLUSIVE REMEDY for Disputed Work is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

12.02 Form and Contents of Claim

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

B. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 2600 (Modification Procedures) in order to request, claim or prove compensation for delay.

12.03 Administration During/After Claim Submission

A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.

C. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls. See Section 01 4100.

12.04 Compliance

A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.03 above of the claims asserted. No suit may be brought against Owner arising out of or in connection with the Project unless and until Contractor presents to Owner a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

C. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

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

12.05 Mediation

A. All Contractor claims not otherwise subject to Public Contract Code Sections 20104, et seq., shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be confidential, non-binding, pursuant to the construction mediation procedures of JAMS in Benicia, California, and utilize the services of a mediator mutually acceptable to the parties. If the parties are unable to agree, the mediator will be selected by JAMS from its panel of approved construction industry mediators, having a minimum of 20 years' experience in the construction industry.

B. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of a mediation pursuant to this Paragraph, upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. Additionally, the parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional

discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The Mediator will have jurisdiction to resolve any discovery disputes relating to the Mediation.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor to Locate Underground Facilities

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor to Protect Underground Facilities

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Existing Conditions Data, Contract Documents, USA records, or any material otherwise reasonably available to Contractor or discovered during Contractor's pre- or post-bid investigations. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated, or discovered in the materials and investigations described in Paragraph 13.02B, above, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation,

Existing Conditions Data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all pre-Bid investigations required by this Document 00 7200 and Bidding Documents and post-Bid investigations required by this Document 00 7200, and by engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.

Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice of Hazardous Waste or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the California Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (**hazardous material**); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (**other materials**).

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
3. Contractor failed to give the written notice within the required timeframe set forth below.

E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under

special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws and Regulations

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

14.02 Permits and Taxes

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

14.03 Communications and Information Distribution

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

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.

D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension of Work

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

14.05 Termination of Contract for Cause

A. Owner may declare Contractor in default and terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor be the subject of a voluntary or involuntary petition in bankruptcy or admit in writing its inability to pay debts as they may become due. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written cure plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan)

B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents that Owner may advise Contractor of in writing. Contractor shall, within ten (10) Days of Owner's request, deliver a written cure plan that meets the requirements of the written cure plan as defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan within ten (10) Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.

C. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition including, without limitation, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.

D. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination of Contract for Convenience

A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

14.07 Contingent Assignment of Subcontracts

A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies and Contract Integration

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

B. The Contract Documents, any Contract Modifications, Change Orders and Change Directives, as further described in Section 01 2600, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Project Manager or any Owner's representative and Contractor; (ii) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than Owner and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents including, without limitation, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution for Patented and Specified Articles

A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "Equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or Equal" item in every aspect of its design and quality including, without limitation, its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest of Public Officers

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

14.13 Limit of Liability

A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, WITHOUT LIMITATION, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE

CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection of Work, Persons, and Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

Work within the right-of-way lines of the City, County and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety and Health

A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

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

15.05 Use of Roadways and Walkways

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

15.06 Nondiscrimination

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

15.07 Prevailing Wages and Working Hours

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained

in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

B. Contractor shall forfeit, as a penalty to Owner, $200.00 for each laborer, worker, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.

3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

   a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. With each application for payment, Contractor shall also deliver certified payrolls to Owner as set forth above in this Document 00 7200 (General Conditions), and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.
4. Contractor shall post all jobsite notices if and when prescribed by regulation.

15.08 Environmental Controls

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

15.09 Shoring Safety Plan

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

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 INSURANCE

1.01 At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to Owner satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

A. Commercial General Liability

1. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

2. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

3. Coverage shall state that Contractor 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.

4. Coverage shall contain a waiver of subrogation in favor of the City.

B. Business Automobile Liability

1. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

1. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

D. Builders Risk Insurance

1. Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) “Installation Floater” coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

E. Pollution Liability Insurance

1. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

F. All Coverages

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days’ prior written notice shall apply in the event of cancellation for nonpayment of premium.

2. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

5. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 Owner and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.02 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, Owner and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from Owner's sole negligence, willful misconduct, or active negligence.

2.03 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against Owner and each of its officers, officials, employees, consultants and agents including, without limitation, Owner, the governing board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public Contract Code Section 9201.

2.04 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.05 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's Commercial General Liability “Certificate of Insurance” to this page)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)
REV. 2/08

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Workers' Compensation and Employer's Liability Special Endorsement" to this page.)

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DOCUMENT 00 7324

IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION

Attention is directed to provisions of the California Code of Regulations Sections 2449, 2449.1, and 2449.2, Title 13, relating to In-Use Off-Road Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). Contractor warrants that it shall be knowledgeable of and comply with the Regulation, including without limitation the matters contained in this Document 00 7324, at all times prior to and during its work on the Project. The Regulation shall control in the event of any conflict between this Document 00 7324 and the Regulation.

A. Contracting Requirements.

1. If the Project involves the use of vehicles subject to the Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

2. Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

3. The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

4. If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

B. Other Contractor Requirements.

1. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

2. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites.

3. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB when as provided and within the time period contained in in the Regulation

4. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor.

5. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

END OF DOCUMENT

DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE 1 COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 CERTIFICATION OF APPROVAL

2.01 Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

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DOCUMENT 009113

ADDENDA

CITY OF BENICIA

INDUSTRIAL WAY SEWER REPLACEMENT

PROJECT NUMBER 25-05

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, Not Issued

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

END OF DOCUMENT

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY OF WORK

PART 1 GENERAL

1.01 Summary

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

1. Work Covered By Contract Documents
2. Bid Item, Allowances and Alternates
3. Specialty Items
4. Work Under Other Contracts
5. Future Work
6. Work Sequence
7. Work Days and Hours
8. Shutdown for Discovery of Cultural Resources
9. Cooperation of Contractor and Coordination with Other Work
10. Partial Occupancy/Utilization Requirements
11. Contractor Use of Site
12. Air Quality Standards
13. Monument Protection
14. Protection of Existing Structures and Underground Facilities
15. Permits

1.02 Work Covered by Contract Documents

A. Work comprises of the construction of Owner's Industrial Way Sewer Replacement Project. Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.

C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

D. Allowance Work (if any) shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 Bid Items, Allowances and Alternates

A. MOBILIZATION AND DEMOBILIZATION (INCLUDES PERMITTING) (BID ITEM NO. 1)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

   a. Obtaining all bonds and required insurance.
   b. Obtaining required permits, licenses, agreements, and certifications.
   c. Apply for, pay for, obtain, and comply with encroachment permit from City of Benicia.
   d. Moving onto the site of all equipment, materials and staff including set up of Contractor's construction office, staging and storage area/yard.
   e. Furnishing and erecting all needed construction facilities, fencing, project signage, project security.
   f. Establishment and Removal of Temporary Facilities
   g. Demobilization, site cleaning and maintenance.
   h. Perform and submit pre-construction and post-construction videos.
   i. All work as required for the proper performance and completion of the project, including photographs and video recording of surface features, progress schedules and reports, contract meetings, and record drawings.
   j. The bid amount for Bid Item 1, Mobilization and Demobilization, shall not exceed 10 percent of the total bid price.

2. Payment

   a. No measurement will be made.
   b. Payment shall be lump sum and shall be made as follows:
   c. Up to 50% payment allowed for mobilization.
   d. The remaining amount (50% or more) will be paid after punch list items are completed.

B. TRAFFIC CONTROL (BID ITEM NO. 2)

1. Includes furnishing all labor, materials, tools, equipment, and shall include furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

   a. All submittals.
   b. Furnishing detailed, engineered traffic control drawing for approval by the Engineer and other agencies with jurisdiction (e.g. Solano County and Caltrans) as required.
   c. Assuming responsibility for City signage, cones and other materials and equipment on the project site and the return of City materials and equipment to the City Corporation yard at the conclusion of the project or earlier at the Contractor's discretion.
   d. Placing, moving, removing, storing, and maintaining No-Parking signs, barricades, lighted arrow boards, temporary signs, two (2) changeable message signs per closure, and flaggers.
   e. Establishing and maintaining detours including those related to contractor's operations which may extend beyond the work zone identified in the plans.
   f. Loading, hauling, removing, covering, and uncovering construction signs.
   g. Lighting, pedestrian and traffic ramps.
   h. Temporary striping, k-rails, and pavement markers.
   i. Traffic plates as necessary.
   j. All incidentals necessary for worker, pedestrian, bicycle, and traffic protection.
   k. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes and permits, and no additional compensation will be allowed

2. Payment

a. No measurement will be made
b. Payment shall be lump sum. The City may make partial payments based on estimates of the project completion.

C. ENVIRONMENTAL CONTROLS (BID ITEM NO. 3)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. Complying with the most current version of the State Water Resources Construction General Permit
b. Use of best management practices during construction to prevent construction related pollutants from entering the storm drain system.
c. Installation and maintenance of all proposed temporary control structures, silt fencing, barriers, berms, sediment retention basins, and any other salient features
d. Removal and disposal of all erosion and sediment control facilities after completion of work.
e. Street sweeping as required by the City of Benicia.

2. Payment

a. No measurement will be made.
b. Payment shall be lump sum.
c. Up to 75% payment allowed after WPCP is complete.
d. The remaining 25% will be paid after substantial completion.

D. SHEETING, SHORING, AND BRACING (BID ITEM NO. 4)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. All submittals including shoring design.
b. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes, and no additional compensation will be allowed.

2. Payment

a. No measurement will be made.
b. Payment shall be lump sum based upon percentage of work acceptably constructed and completed.

E. SEWER FLOW CONTROL (BID ITEM NO. 5)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. All submittals.
b. Doing all work involved in providing a sewer flow control system beyond the Owner’s bypass operations as identified on the plans.

2. Payment

a. No measurement will be made.
b. Payment shall be lump sum.
c. No additional compensation will be allowed.

F. INSTALL 10” PVC SDR35 SEWER PIPE BY OPEN CUT METHOD (BID ITEM NO. 6)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. Post CCTV inspections,
b. Submittals; locating/potholing and protecting existing utilities.
c. Saw cutting, grinding, surface demolition; excavation, removal and proper disposal of concrete, asphalt, and asphalt containing reinforcing fabric,
d. Excavation, dewatering, spoil handling and proper disposal of excess and/or deleterious materials
e. Protection of all existing utilities and service laterals within trench,
f. Disconnection of existing laterals,
g. Removal of manhole inverts as required for new pipe installation, including reconstructing flow channels,
h. Furnishing and installing pipe and fittings,
i. Connection to existing sewer laterals and manholes including all efforts required to adjust or modify manholes, locate laterals, installing and removing temporary laterals, tying-in to the existing laterals and installing flexible couplings, and re-connection to the sewer main,
j. Furnishing, preparing and compacting pipe subbase, and bedding where indicated on the drawings. The CDF backfill is measured and paid for under a separate bid item.
k. Furnishing personnel, and materials necessary for the installation,
l. Record drawings, and all incidentals required by these Specifications and Drawings.
m. Coordination with private property owner and private utility companies regarding protection of existing facilities prior to and during any excavation or ground disturbance activities.
n. Coordination and support as needed to satisfy secure encroachment permit requirements.
o. Installing new pipes including cutting pipe to length.
p. Supplying, placing, and compacting bedding, backfill materials.
q. Performing compaction testing and providing written results to the City and permitting agencies as needed.
r. Daily cleanup and management of the work site including any needed trench plates.
s. Plugging of pipe when not actively being laid.
t. Furnishing and installing metallic warning tape and tracer wire.
u. Satisfactory completion of all required testing. The City will provide initial compaction testing. Additional testing required due to failed results will be at completed by the City at the Contractor's expense.
v. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes, and no additional compensation will be allowed.

2. Payment

a. Measurement and payment shall be per horizontal linear foot of pipe installed as measured along the ground surface.

G. Removal & Dispose of Existing Asbestos Cement Pipe (BID ITEM NO. 7)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. All submittals.
b. Probing, locating, and protecting other utilities.
c. Proper handling and disposing of Asbestos Cement Pipe
d. Any backfill or excavation required to complete work.

e. Any surface restoration which is required as a result of completing work.

2. Payment

a. No measurement will be made
b. Payment shall be lump sum.
c. Final payment will be made at completion of work.

H. CLASS II AGGREGATE BASE (BID ITEM NO. 8)

1. Includes furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. Daily cleanup and management of the work site including any needed trench plates.
b. Supplying, placing, and compacting of base material as required by the drawings
c. Base material shall be placed in the excavations and trenches to be backfilled to the indicated elevations in level layers.
d. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes, and no additional compensation will be allowed.

2. Payment

a. Measurement and payment of Class II Aggregate Base will be measured for payment by the ton, and quantities will be computed, based on the density of the material, neat lines, section profiles, and dimensions indicated on the Contract Drawings and substantiated with Trucking Tickets demonstrating the tons delivered to the project.

I. HOT MIX ASPHALT AT TRENCH REPAIR (BID ITEM NO. 9)

1. Includes furnishing all labor, other essential materials, tools, equipment, and incidentals including, but not limited to, the following:

a. Daily cleanup and management of the work site including any needed trench plates.
b. Asphaltic prime and tack coats, pavement reinforcing fabric, and seal coat
c. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes, and no additional compensation will be allowed.
d. Does not include any temporary asphalt or HMA

2. Payment

a. Measurement and payment Asphaltic concrete pavement will be measured for payment by the square yard for each different thickness of pavement placed in the work. The quantity for pavement will only be the square area placed at the indicated thickness, based on the dimensions, neat lines or pay lines, and sections indicated on the Contract Drawings.

J. SITE RESTORATION (BID ITEM NO. 10)

1. Includes furnishing all labor, materials, tools, equipment, and shall include furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, the following:

a. All submittals.
b. Restoration of surface features disturbed or damaged during the course of work, which may include such repairs as water appurtenances, gravel roadways,

pavement, sidewalk, curb and gutters, fencing, landscape, vegetation, grass, and plants, thermoplastic and other striping.

c. All work with replacing in kind, Center Line Striping and Pavement Markings as indicated by the drawings and as damaged during construction
d. Responsibility for maintaining site security equivalent to pre-construction conditions for the duration of the project.
e. Removal of all debris, waste materials, and rubbish.
f. Protection and or replacement of all trees, shrubs, plants, fences, turfed areas, structures, and all other objects within the right-of-entry area.
g. Any work or expenses associated with the provisions of a warranty.
h. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes and permits, and no additional compensation will be allowed

2. Payment

a. No measurement will be made
b. Payment shall be lump sum. The City may make partial payments based on estimates of the project completion.
c. Final payment will be made at completion of work.

K. FOUNDATION STABILIZATION AT DEEP ASBESTOS CEMENT PIPE REMOVAL (BID ITEM NO. 11)

1. Includes furnishing all labor, materials, tools, equipment, , and incidentals including, but not limited to, the following:

a. Supplying, placing, and compacting of stabilization material as required by the drawings or as directed by the Engineer
b. Stabilization material shall be placed in the excavations and trenches to be backfilled to the indicated elevations in level layers.
c. All submittals
d. Any additional excavation, spoils hauling, shoring or other work associated with placement of stabilization material.
e. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes and permits, and no additional compensation will be allowed

2. Payment

a. Measurement and payment of Stabilization material will be measured for payment by the ton at the end of the project and substantiated with Trucking Tickets demonstrating the tons delivered to the project. No material shall be removed from the site until after the measurement for payment has been completed

L. CONTROLLED DENSITY FILL AT SEWER TRENCH (BID ITEM NO. 12)

1. Includes furnishing all labor, other essential materials, tools, equipment, and incidentals including, but not limited to, the following:

a. All Submittals for essential materials not supplied by the City.
b. Daily cleanup and management of the work site including any needed trench plates.
c. Controlled density fill material shall be placed in the excavations and trenches to be backfilled to the indicated elevations in level layers. Do not perform any vibratory consolidation or compaction.
d. Supplying, placing, and compacting bedding, backfill materials, including and curing.

e. Doing all work necessary to complete the work as shown on the contract documents, to comply with all applicable codes, and no additional compensation will be allowed.

2. Payment

a. Measurement and payment of control density fill will be measured for payment by the cubic yard, and quantities will be computed, based on the neat lines, section profiles, and dimensions indicated on the Contract Drawings.

1.04 Work Days and Hours

A. Work Days and hours: The Owner's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 7:30 a.m. - 4:30 p.m. local time. The Contractor shall restrict work hours and operations to the Owner's Regular Business Days and hours for construction personnel and indicated above.

B. Work at the Site on weekends or holidays is not permitted.

C. Contractor may request extended work hours (may be necessary for some bypass operations) from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.05 Shutdown for Discovery of Cultural Resources

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

1.06 Cooperation of Contractor and Coordination with Other Work

A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions).

1.07 Partial Occupancy/Utilization Requirements

A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. Make available, in areas occupied, on a 24 hour per day and seven day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or

workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

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

1.08 Contractor Use of Site

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.

B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.

C. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.

D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor’s operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

E. The Contractor shall follow all City ordinances in force during the duration of this Contract.

F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.

G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.09 Air Quality Standards

A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.

B. Maintain equipment in good mechanical condition.

C. Cover trucks hauling dirt.

D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).

E. Replace ground cover in disturbed areas as soon as possible.

F. Enclose, cover, water, or apply soil binders to exposed stockpiles.

G. Remove earth tracked onto neighboring paved roads at least once daily.

H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.10 Monument Protection

A. Contractor shall be responsible for laying out the Work, shall protect and preserve all survey monuments, and shall make no changes or relocations without the prior written approval of Owner.

Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any monuments, or require relocation because of necessary changes in grades or locations, provide at least two Business Days advance notice to Owner. In any event, notify Owner whenever any monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Contractor's expense.

B. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.11 Geotechnical Data and Existing Conditions

A. Available Documentation: See Document 00 3132 (Geotechnical Data and Existing Conditions).

1.12 Protection of Existing Structures and Underground Facilities

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

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. Attention is also directed to the existence of overhead power and telephone lines.

D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.

E. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

F. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

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

1.13 Permits

A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:

1. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
    a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
    b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
    c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

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

1.14 Actual Damages for Permit Violations

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, resulting from a violation of legal or regulatory requirements

where the violations result from Contractor's activities. Continuous operation of the sewer collection system in compliance with legal or regulatory requirements is essential to avoid discharges that would violate applicable regulations. Violations or threatened violations may subject Owner to fines and/or other costs or civil liabilities.

B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Summary

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

1.02 References

A. California Public Contract Code

B. Code of Civil Procedure

C. Government Code

D. Civil Code

1.03 Composition and Scope Of Contract Sum

A. Scope of Contract Sum

1. Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof. Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements.
3. Unless Contract Documents expressly provide otherwise, Contract Sum shall be deemed to include:
   (a) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum, unit price or otherwise) until acceptance by Owner;
   (b) All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum, unit price or otherwise) as provided in Contract Documents; and
   (c) Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum, unit price or otherwise).

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities

exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

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

D. Allowance Items

1. Allowances. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.
2. Allowance items (if any) are specified in Section 01 1100 (Summary of Work) or Section 01 2100 (Allowances).

1.04 Payment Procedures

A. Work Breakdown Structure/Schedule of Values

1. Within **ten (10)** Days from issuance of Notice of Award and prior to Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown may be referred to as the Schedule of Values, Work Breakdown Structure or both.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:

2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
5. Each Application for Payment shall list each Change Order and Construction Change Directive (**CCD**) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to Public Contract Code Section 20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in Code of Civil Procedure Section 685.010 (a). The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with

Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional five percent of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from Contractor and subcontractors for the current payment period.

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

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
   a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
   b. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
   c. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
   d. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
   e. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
   f. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, without limitation, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 Final Payment

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.

2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

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

1.06 Substitution of Securities

A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted as provided under Document 00 6290.

1.07 Basis And Effect Of Payment

A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
2. Reviewed construction means, methods, techniques, sequences, or procedures;
3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

B. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Work Items.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 Summary

A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

B. Description of procedures for modifying the Contract Documents and determining costs for changes in Contract Sum or Contract Time.

1.02 Procedures For Contractor Initiated Change Order

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures

1. Contractor may initiate changes by submitting a Change Proposal Request (**CPR**).

2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the Cost Proposal Form attached to this Section 01 2600 or otherwise included in this Project Manual. All CPR's must contain a complete breakdown of costs of credits, deducts and extras; itemizing labor, materials, equipment, markup, bonds, insurance and taxes; and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.

3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.

4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven Days (except as otherwise provided herein), submit a revised CPR.

5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (**CD**) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations

1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.

2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs

where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required in these Contract Documents, including Section 01 32 00 (Progress Schedules and Reports), concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 Days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit all CPR's (preliminary and final), notices of potential claim, Claims, and TIE's within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.02 Procedures for Owner-Initiated Change Orders

A. Owner Initiated Change Directives (CD)

1. Owner may, by Change Directive (**CD**) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten Days.
3. Contractor's response must be any one of following:
   (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).

(b) Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.

(c) Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

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

B. Owner Initiated Change Order (CO) Or Request For Proposal (RFP)

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

1.03 Procedures that Apply to Contractor- and Owner-Initiated Change Orders

A. Adjustment of Schedules to Reflect Change Orders or CDs

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

B. Required Documentation for Adjustments to Contract Amounts

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
   (a) Quantities of products, materials, labor and equipment.
   (b) Taxes, insurance, and bonds.
   (c) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   (d) Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
   (a) Origin and date of claim or request for additional compensation.
   (b) Dates and times Work was performed and by whom.
   (c) Time records and wage rates paid.
   (d) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
   (e) Credit for deletions from Contract, similarly documented.

C. Responses and Disputes

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.04 Cost Determination for Changes in Contract Amounts

A. Calculation of Total Cost of Extra Work

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost of Construction or Direct Costs); Component 2 (Markup); and, Component 3 (Bonds, Insurance, Taxes).
2. **Component 1**: Direct Costs of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, equipment rental costs, and material costs, as defined herein;
3. **Component 2**: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. **Component 3**: Actual additional costs for any additionally required bonds, insurance, and/or taxes by Contractor, Subcontractors, or other forces, defined herein, is calculated without markup.
5. All amounts payable to Subcontractors under Components 1, 2, and 3: must be earned under the terms of the applicable Subcontracts; must be properly requested, documented

and permitted under the terms of the applicable subcontract(s) and Contract Documents; and shall be payable only if changed Work complies with terms of Contract Documents.

1.05 Measurement Of Direct Cost Of Construction (Cost Component 1)

A. Composition of Component 1 (Direct Cost of Construction)

1. Component 1 has three subcomponents, also referred to as labor, equipment, and materials (**LEM)**:
   (a) Labor (**Component 1A**)
   (b) Equipment (**Component 1B**)
   (c) Materials (**Component 1C**)

B. Measurement of Cost of Labor (Component 1A)

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
   (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
   (b) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
   (c) Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, and delivered to Owner weekly.

C. Measurement of Cost of Equipment (Component 1B)

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Caltrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (**AED**) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered

to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
   (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
   (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
   (c) Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   (a) Owner will pay for costs of loading and unloading equipment.
   (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
   (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
   (e) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Cost of Equipment shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C)

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Cost of Material shall include no other costs, fees or charges.

1.06 Measurement and Payment of Markup (Cost Component 2)

A. Markup Percentages for Changed Work (Component 2)

1. Markup on Direct Cost of labor, materials and equipment for extra Work pursuant to the Contract Documents performed by Contractor shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on Component 1 Direct Costs shall be 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed 20%, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Markup (Component 2)

1. Markup (Component 2) provides complete compensation to Contractor and all Subcontractors for:
   (a) All Contractor and Subcontractor profit;
   (b) All Contractor and Subcontractor home-office overhead;
   (c) All Contractor and Subcontractor assumption of risk assigned to Contractor under the Contract Documents;
   (d) Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements of Contractor (and, if applicable, Subcontractors).
2. Profit. Compensation for profit included within Component 2 (Markup), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Markup), includes without limitation: Salaries and other compensation of any type of Contractor's and Subcontractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor and Subcontractors at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor's and Subcontractor's assumption of risk under the Contract Documents, included within Component 2 (Markup), includes, without limitation, loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (**unallowable costs**), for Contractor and Subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's (and, if applicable Subcontractors') General Conditions and General Requirements Costs included within Component 2 (Markup) includes compensation for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are

performing Work at the Project Site, and all "General Requirements Costs" below. Personnel and Work compensated by this Component include, without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; and estimating. General Requirements Costs included within Component 2 (Markup) include, without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by Component 2 (Markup) do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; and extra security required specifically for the changed work.

1.07 Measurement and Payment of **Bonds**, **Insurance**, **Taxes (Component 3)**

A. Measurement of Bonds, Insurance, Taxes (**Component 3**)

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **BIT**. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no markup on BIT.

1.08 Effect Of Payment

A. Change Order Compensation is All Inclusive

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEM) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending Contract Time

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct LEM costs, provided Contractor can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by Component 2 (Markup), and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability/Accord and Satisfaction

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractors) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 72 00 (General Conditions) no later than 30 Days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.09 Miscellaneous Requirements

A. Owner-Furnished Materials

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records and Certification

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily

comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL FORM

2025 Sewer Rehabilitation

Contract Number _____

CP Number: _____
Date: _____
In Response To _____

To: CITY OF BENICIA
Attention: **[_____]**
_____, CA 9____
Phone: (___) ___- _____
Fax: (___) ___-_____

From: _____
_____

_____

This Cost Proposal is in response to the above-referenced _____ **[insert RFP, etc. as applicable]**.

Brief description of change(s): _____

_____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
LABOR						
EQUIPMENT						
MATERIAL						
TOTAL DIRECT COST OF CONSTRUCTION (LEM)						
MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (15%)						
MARKUP FOR SUBCONTRACTOR-PERFORMED WORK (20%)						
BONDS, INSURANCE AND TAXES						
GRAND TOTAL						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

(Time Impact Evaluation Enclosed)

_____

By Contractor: Signature: Date:

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 GENERAL

1.01 Summary

A. Section includes description of required project meetings for construction phase of the Work.

1.02 Preconstruction Conference

A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, without limitation, the following items:

1. Schedules
2. Contractor's Initial Progress Schedule
3. Contractor's Schedule of Values
4. Contractor's Schedule of Submittals
5. Personnel and vehicle permit procedures
6. Use of premises
7. Location of the Contractor's on-Site facilities
8. Security
9. Housekeeping
10. Submittal and RFI procedures
11. Inspection and testing procedures, on-Site and off-Site
12. Utility shutdown procedures
13. Control and reference point survey procedures
14. Injury and Illness Prevention Program
15. Jurisdictional agency requirements

C. Owner will distribute copies of minutes to attendees. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 Schedule Review Meeting

A. Review of Initial Draft Schedules. Contractor shall meet with Owner prior to Commencement Date of Work under Contract Documents and conduct initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Progress Schedule. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.

B. Pre-Payment Review of Second Draft Schedules.

1. Unless otherwise provided in Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review acceptability of the required schedules, first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 2000 (Measurement and Payment), 01 3200 (Progress Schedules) and 01 3300 (Submittals).

C. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a

continuous one Day period. Owner review will be limited to submittal conformance to Contract Documents' requirements including, but not limited to, coordination requirements. Owner review may also include:

1. Clarifications of Contract Requirements.
2. Directions to include activities and information missing from submittal.
3. Requests of Contractor to clarify its schedule.
4. Within five Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by Owner at the meeting.

D. Owner will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

1.04 Weekly Project Meetings

A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it four days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within three business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
4. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, Owner consultants and Architect (at Owner's option), and others as appropriate to agenda topics for each meeting.
5. Agenda may contain the following items, as appropriate:
   (a) Review, revise as necessary, and approve previous meeting minutes
   (b) Review of Work progress since last meeting
   (c) Status of Construction Work Schedule, delivery schedules, adjustments
   (d) Submittal, RFI, and Change Order status
   (e) Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
   (f) Other items affecting progress of Work

1.05 Progress Schedule and Billing Meetings

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.

B. At this meeting, at a minimum, the following items will be reviewed:

1. Percent complete of each activity;
2. Time impact evaluations for Change Orders and Time Extension Request;
3. Actual and anticipated activity sequence changes;
4. Actual and anticipated duration changes; and
5. Actual and anticipated Contractor delays.

C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

1.06 Special Meetings

A. Any party may call special meetings by notifying all desired participants and Owner five Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, Owner shall have authority to require Contractor to schedule a meeting with Owner and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.

C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 7200 (General Conditions). Contractor shall give Owner five Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

D. Contractor to submit minutes of meetings to all attendees within three Days of the meeting.

1.07 Safety Meetings

A. Conduct monthly Contractor Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3200

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 Summary

A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

B. Contractor shall employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

1.02 General

A. The Schedule shall be cost-loaded based on Work Breakdown Structure/Schedule of Values as approved by Owner.

B. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.

C. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

F. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

1.03 Contractor to Submit Baseline and Progress Schedules

A. Contractor shall submit an Initial Contract Schedule *no later than the Pre-Construction Kickoff Meeting*. Contractor's Initial Contract Schedule is subject to Owner's review and comments. The approved Initial Contract Schedule shall be referred to as the **Baseline Schedule**.

B. Contractor's Baseline Schedule and progress schedules shall show Contractor's construction and procurement activities including, without limitation, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.04 Schedule Requirements

A. Unless Owner agrees in writing otherwise, progress schedule shall be on Primavera P6, most current version of Sure Track, or equivalent software acceptable to Owner, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed

for start dates, necessary work activities, durations (not longer than 21 calendar days), and logic ties.

B. Contractor shall develop a network plan and schedule for the Project demonstrating complete fulfillment of all Contract requirements, shall keep the network plans up to date in accordance with the requirements of this Section 01 32 00, and shall utilize the Critical Path Method (**CPM**) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting Owner in monitoring the progress of the Work.

C. CPM network is a graphic depiction of the Contractor's construction plan, showing the sequential steps needed to reach completion of the Work within the prescribed Contract Time. It shall depict events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM network showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed network shall show the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.

D. Contractor's Baseline Schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide Owner with native format electronic schedules and hard copies of the Baseline Schedule, schedule updates, and lookahead schedules. All electronic and hard copies of the schedule that Contractor provides to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through [Substantial and Final] completion within Contract Time.

E. Unless Owner agrees in writing otherwise, progress schedules shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity.

F. Owner has no obligation to accept an early completion schedule.

1.05 Monthly Updates

A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.

B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with three-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

C. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week's three-week look- ahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Section 01 3200.

1.06 General

A. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

1.07 Initial And Original Progress Schedule

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed – I (Design and Preconstruction).

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. In lieu of providing a cost loaded schedule, Contractor shall provide owner with a monthly cash flow schedule, showing Contractor's forecasted expenditures on a monthly basis through completion of the Project. Contractor's cash flow schedule shall be updated monthly and shall have sufficient detail and accuracy to form a reasonable basis, based upon currently available information, for Owner to project and plan for Project cash flow requirements for the Project duration.

F. Except as otherwise expressly provided in this Section 01 3200, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.

1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.

G. Initial Schedule shall identify the following milestone events:

1. Notice to Proceed date(s)
2. Substantial completion and project completion at each construction phase
3. Start and completion dates for Work in each occupied space
4. Utility connections
5. Inspections

H. Original Schedule and all updates shall identify all Work activities, in proper sequence for the completion of the Work. Work activities shall include the following:

1. Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.
   (a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.

(b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.

2. System test dates
3. Dates Contractor request designated working spaces, storage areas, access, and other facilities to be provided by Owner
4. Dates Contractor requests orders and decisions from Owner
5. Dates Contractor requests Owner-furnished equipment
6. Dates Contractor requests Owner-furnished utilities
7. Connection and relocation of existing utilities
8. Connecting to or penetrating existing structures
9. Dates Contractor requests access to areas requiring removal of Asbestos containing materials by Owner

I. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (**TIE**) in accordance with this Section 01320. The TIE shall be based on the most current update of the Initial Schedule.

1.08 Schedule Format and Level of Detail

A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Contractor shall complete all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

B. Each Schedule (Initial, Original and updates) shall indicate all separate design, approvals, design reviews and submissions to authorities with jurisdiction, fabrication, long lead item procurement activities, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
2. Activities related to the delivery of Contractor and Owner-furnished equipment to be Contractor-installed per Contract shall be shown.
3. Critical design and construction milestones;
4. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
5. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
6. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, material quantities, and scheduled/actual progress payments.

C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

D. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

F. Monthly updates shall include schedule sorts in hard copy, by bid item (geographic work area) with critical items shown in red float and with early/late start and finish dates, to facilitate meaningful review and assessment of schedule.

1.09 Monthly Schedule Update Submittals

A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays and critical issues.
2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
3. Plan on the meeting taking no less than four hours.

C. Within five Days after monthly Schedule update meeting, Contractor shall submit on CD the updated Schedule, and reports and charts, both in hard copy and on a CD.

D. Within 35 Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment and a basis of such payment.
2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Contractor under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain likelihood of Contractor's achieving applicable Contract milestones, and Contractor may not rely thereon.

1.10 Schedule Revisions

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Contractor shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three Days, provide Owner with a complete written narrative response to Owner request.

D. If Owner does not accept Contractor's revision, and Contractor disagrees with Owner position, Contractor has seven Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Contractor waives its rights to subsequently dispute or file a claim regarding Owner position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Contractor's rights shall be as provided in Document 00 72 00 (General Conditions), Article 12.

E. At Owner discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 Recovery Schedule

A. Owner may request If a recovery schedule should Contractor fall Schedule update shows a substantial completion date twenty-one (21 or more) Days behind any schedule Contract Substantial Completion date, or individual Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.

B. The recovery schedule shall show the intended critical path., Contractor shall submit to Owner within seven Days the proposed revisions to recover the lost time. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Contractor shall show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

C. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.

D. If Owner does not accept Contractor's revisions, Owner and Contractor shall follow the procedures set forth above regarding schedule revisions.

E. At Owner discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 Time Impact Evaluation For Contract Modifications And Other Delays

A. When Contractor is directed to proceed with changed work or Subcontractors, or otherwise requests a time extension, Contractor shall prepare and submit, within 14 Days from the direction to proceed, a Time Impact Evaluation (TIE).

B. When Contractor requests a time extension for any reason, Contractor shall submit a TIE, in accordance with Article 11 of Document 00 7200 and Section 01 2600, Article 1.02.C that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIE shall be in a form and content that is acceptable to Owner and that includes both a written narrative and a schedule diagram depicting how the changed Work or other impacted work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impacted work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

C. Contractor shall comply with the requirements of this Section 01 32 00 regarding the submission of TIEs for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

D. Contractor is responsible for all costs associated with preparing, and the process of incorporating TIE's into the current schedule update. Contractor shall provide Owner with four copies of each TIE both in hard copy and CD.

E. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00 7200 (General Conditions).

1.13 Time Extensions

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 7200 (General Conditions).

B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Contractor shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

1.14 Project Status Reporting

A. In addition to submittal requirements for scheduling identified in this Section 01320, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph.

B. A progress summary shall be the first page of the Monthly Project Report. The report shall indicate in column format (i.) the original and forecast cost and dates of completion; (ii.) the original and adjusted contract sums; (iii.) pending change order requests and claims; and (iv.) the original and projected completion dates.

C. The Monthly Project Report shall include construction progress and updates. Construction progress: generally since prior report, and percentage completion. Contractor shall include a narrative of the work performed and an updated task list and identify areas of concern, actions and approvals needed, including without limitation:

1. Contractor schedule: work progress against schedule. The report shall clearly identify actual performance with respect to the current approved version of the schedule, including without limitation:

(a) Progress made on critical activities indicated on each Schedule, including inspections.
(b) Explanations for any lack of work on critical path activities planned to be performed during last month.
(c) Explanations for any schedule changes, including changes to logic or to activity durations.
(d) List of critical activities scheduled to be performed during the next month.
(e) Status of major material and equipment procurement.

2. Problems. The narrative shall include any problems or delays encountered, causes of delays, proposed ways to work around any problems that arise and schedule assessment, and an explanation of how Project will be brought back on schedule if delays have occurred.
3. Design Status. The Monthly Project Report shall include a section on design status for the Project. The report shall also include a list of any Contract deliverables and identification of areas of concern, actions and approvals needed, and recommendations regarding ongoing design work with respect to value engineering, constructability coordination of design services with other Project items, and any and all design changes affecting appearance, size, function, usage or cost of the Project or any Subproject.
4. Subcontractor Procurement. The Monthly Project Report shall include a section on subcontractor procurement, if applicable.
5. Contractor's Safety Program. The Monthly Project Report shall include a section on the Contractor's Safety Program. The narrative shall include incident reports and statistics and other Contractor recommended information to demonstrate and promote the effectiveness of its Safety Program.
6. Disputes and Claims. The Monthly Project Report shall include a section on disputes and claims. For the Project and each Subproject, the narrative shall include a discussion on disputes, potential claims, and claims made.
7. Look Ahead Task List. The Monthly Report shall include a 120-day look ahead/task listing for Owner planning purposes, of Owner-specific activities, inspections, approvals, tie-ins, connections, consents, decisions, necessary from the Owner to facilitate Contractor's progress.
8. Daily Log (electronic copy only). Contractor shall keep a daily log containing a record of weather, contractor activities, and subcontractors working on the site, number of workers, work accomplished, problems encountered, impacts on the Work and specific activities, and other relevant data or such additional data as Owner may require. Contractor shall maintain the log electronically in a format acceptable to Owner, with each data-point maintained separately for separate sorting, charting or study by Owner if necessary. Contractor shall submit such electronic file monthly, with the Monthly Progress Report.
9. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

D. At the close of each workday provide Owner with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

E. Submit all reports and schedule files on CD, in addition to written copies.

F. Submit all Title 24-required reports in the applicable required time, format and detail required by Title 24, as applicable.

1.15 Verified Reports.

A. Contractor shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be timely completed by Subcontractors and others

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 GENERAL

1.01 Summary

A. This section describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Quality Control Submittals
   (a) Engineering Data
   (b) Test Reports
   (c) Certificates
   (d) Manufacturers' Instructions
9. Machine Inventory Sheets
10. Operations and Maintenance Manuals
11. Computer Programs
12. Project Record Documents

1.02 Procedures

A. Submit in duplicate sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents.

B. Transmit each item with a standard letter of transmittal in form approved by Owner.

C. Identify Contractor, subcontractor, subconsultant, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for Owner review stamps.

D. Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.

E. Submit Shop Drawings, Samples, Product Data and other submittals (collectively, **Submittals**) to Owner for review and action in accordance with accepted Schedule of Submittals. If no such schedule is agreed upon, then all Submittals shall be completed within 30 Days after commencement of Contract Time.

F. The data shown on all Submittals shall be complete with respect to quantities, dimensions, materials and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.

G. At the time of each submission, Contractor shall give Owner specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from

the Submittal. In addition, Contractor shall cause a specific notation to be made on each Submittal submitted to Owner for review and approval of each such variation.

H. If Owner accepts deviation, Owner shall issue an appropriate Contract Modification.

I. Submittal coordination and verification is the responsibility of Contractor, this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:

J. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

K. Contractor shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

L. Contractor's submission to Owner of a Submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that Submittal.

M. Designation of work "by others", if shown in Submittals prepared by a subcontractor, subconsultant or supplier, shall mean that work will be responsibility of Contractor rather than the subcontractor, subconsultant or supplier who has prepared submittals.

N. After review by Owner of each of Contractor's Submittals, one of set of duplicates of material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Contractor.
3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Owner.
4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
5. NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Contractor without review by Owner.

O. It is considered reasonable that Contractor shall make a complete and acceptable Submittal at least by its second submission. Owner reserves the right to deduct monies from payments due Contractor to cover additional costs of Owner's review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission.

P. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from Owner's review before proceeding with the Work which is the subject of the Submittals. Submittals may be prepared by Contractor, Subcontractors or suppliers, but Contractor shall ascertain that Submittals meet all requirements of the Contract Documents, while conforming to structural space and access conditions at the

point of installation. Owner's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. Favorable review of a Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as an assumption of risk or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

Q. Owner's review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Owner may decline to review Submittals in which event the Submittals will be returned to Contractor to be acted upon without review. There is no obligation running to Contractor by Owner, or anyone acting upon its behalf to act upon Contractor's Submittals, and action upon them does not give rise to liability of any type to Contractor.

R. Submit a complete initial Submittal for those items where required by individual Specification sections. The complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents, shall meet minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include other necessary revisions required for equipment. If Contractor submits an incomplete initial Submittal, when complete the Submittal is required, submittal may be returned to Contractor without review.

S. It shall be Contractor's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors and vendors.

T. After Owner's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.

1. Begin no fabrication or work which requires Submittals until return of Submittals not requiring resubmittal.
2. Normally, Submittals will be processed and returned to Contractor within 15 working days of receipt.

U. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.

1.03 Schedule Of Shop Drawings And Sample Submittals

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00 72 00 (General Conditions). Submit two copies of final and accepted Schedule of Submittals of Shop Drawings and samples as required by Document 00 72 00 (General Conditions), and in no event later than 15 days following Notice to Proceed.

B. The Schedule of Shop Drawing and Sample Submittals will be used by Owner to schedule activities relating to review of submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long lead-time items and of items which require extensive review.

C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

1.04 Safety Plan

A. Submit two copies of a Safety Plan specific to this Contract to Owner within 10 Days after commencement of Contract Time.

B. One copy of accepted the Safety Plan will be returned to Contractor.

C. No on-site work shall be started until Safety Plan has been reviewed and accepted by Owner. Acceptance of the Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project. Neither Owner nor Owner assumes any responsibility for Contractor's safety related obligations. Contractor shall have sole responsibility for safety on and off the Site.

1.05 Progress Schedule

A. See Section 01 3200 (Progress Schedules and Reports), for schedule and report requirements.

B. Submit one electronic and three print copies of the schedule at each of the following times:

1. Initial CPM Schedule at the Preconstruction Conference.
2. Original CPM Schedule within 60 days of commencement of Contract Time.
3. Adjustments to the CPM Schedule as required.
4. CPM Schedule updates monthly, submitted with each Pay Application.

C. Submit four copies of the reports listed in Section 01 3200 Progress Schedules and Reports, with:

1. Initial CPM Schedule
2. Original CPM Schedule
3. Each monthly Schedule update

D. Progress Schedules and Reports shall be submitted electronically in addition to hard copies specified above.

1.06 Product Data

A. Within 30 calendar days after commencement of Contract Time submit two copies of complete list of major products proposed for use, with name of the manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Tabulate products by specification section number.

D. Supplemental Data:

1. Submit number of copies which Contractor requires, plus two copies which will be retained by Owner.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Project.

E. Provide copies for Project Record Documents described in Section 01 7700 Contract Closeout.

1.07 Shop Drawings

A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. For 8-1/2 inch by 11 inch and 11 inch by 17 inch sheets, submit the number of copies which Contractor requires, plus two copies which will be retained by Owner.

C. For 17 inch by 22 inch through 34 inch by 44 inch sheets, submit one reproducible transparency and two prints. After review, reproduce and distribute.

D. The original sheet or reproducible transparency will be marked with Owner's review comments and returned to Contractor.

E. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

F. Include manufacturers' installation instructions when required by Specification section.

1.08 Samples

A. Submit full range of manufacturers' standard colors, textures, and patterns for Owner's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.

C. Include identification on each sample, giving full information.

D. Submit two samples unless otherwise specified. One will be retained.

E. Sizes: Unless otherwise specified, provide the following:

1. Paint Chips: Manufacturers' standard
2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in the Work upon approval.

G. Mock-ups:

1. Erect field samples and mock-ups at the Project Site in accordance with the requirements of Specification sections.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.
3. Approved field samples and mock-ups may be used in the Work upon approval.

1.09 Quality Control Submittals

A. Test Reports: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Indicate that the material or product conforms to or exceeds specified requirements.
2. Reports may be from recent or previous tests on material or product, but must be acceptable to Owner. Comply with requirements of each individual Specification.

B. Certificates: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Indicate that the material or product conforms to or exceeds specified requirements.
2. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Owner.

C. Manufacturers' Instructions: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 Operations And Maintenance Manuals

A. Submit two copies of manufacturers' operations and maintenance manuals. If necessary, both copies will be marked with Owner's review comments and returned to Contractor for correction until satisfactory information is provided. Owner will retain satisfactorily corrected manuals for Owner's own use.

B. Operations and maintenance manuals shall include the following as appropriate:

1. Operating instructions
2. Preventive maintenance instructions
3. Cleaning instructions

4. Safety precautions
5. Trouble shooting procedures
6. Theory of operation to discrete component level
7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
8. Parts lists showing all discrete components with part number, current prices and availability
9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices and availability
10. Recommended levels of spare parts and supplies to keep on hand
11. Manufacturers' service and maintenance technical manuals
12. Names, addresses and telephone numbers of service and repair firms for the equipment

C. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

1.11 Computer Programs

A. When any equipment requires operation by computer programs, submit a copy of the program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be compatible with Owner software requirements, or in a form otherwise acceptable to Owner. Provide required licenses to Owner at no additional cost.

1.12 Project Record Documents

A. Submit one copy of each of the Project Record Documents listed in Section 01 7700 Contract Closeout.

1.13 Delay Of Submittals

A. Delay of Submittals by Contractor is considered Contractor-caused delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.01 Summary

A. Section Includes:

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

1.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies

A. References

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

B. Precedence

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

C. Referenced Grades, Classes, and Types:

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

D. Edition Date of References:

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

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

1.03 Definitions

A. Meaning of Words and Phrases

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

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

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, “Architect/Engineer” shall mean a person (or that person’s firm) holding a valid California State Architect’s or Engineer’s license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices (including, if applicable, maximum prices) for the Work to be performed .
9. Bidder: One who submits a Bid or Proposal.

10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
    (a) New Year's Day, January 1;
    (b) Martin Luther King Jr.'s Birthday, third Monday in January;
    (c) Lincoln's Birthday, February 12;
    (d) Presidents' Day, third Monday in February;
    (e) Memorial Day, last Monday in May;
    (f) Independence Day, July 4;
    (g) Labor Day, first Monday in September;
    (h) Veterans' Day, November 11;
    (i) Thanksgiving Day, as designated by the President;
    (j) The Day following Thanksgiving Day;
    (k) Christmas Day, December 25; and
    (l) Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
    (a) a change in the Work;
    (b) the amount of the adjustment in the Contract Sum, if any; and
    (c) the amount of the adjustment in the Contract Time, if any.
16. City: The City in which the Project is located.
17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Commencement Date: The date on which Contract Time commences, as provided in the Agreement or General Conditions.
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive (**CD**): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
22. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
    (a) General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
    (b) Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Documents 00 7300, *et seq.* (Supplementary Conditions).
23. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
24. Contract Modification: Either:
    (a) a written amendment to Contract signed by Contractor and Owner; or
    (b) a Change Order; or
    (c) a Construction Change Directive; or
    (d) a written directive for a minor change in the Work issued by Owner.

25. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
26. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
27. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
28. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
29. County: The County in which the Project is located.
30. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
31. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
32. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
33. DSA: Division of State Architect, or successor agency.
34. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
35. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
    (a) Final cleaning is completed.
    (b) All systems having been tested and accepted as having met requirements of Contract Documents.
    (c) All required instructions and training sessions having been given by Contractor.
    (d) All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
    (e) All punch list Work, as directed by Owner, having been completed by Contractor.
    (f) Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
36. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
37. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
38. Furnish: Supply only, do not install.
39. GMP: Guaranteed Maximum Price.
40. Indicated: Shown or noted on the Drawings.
41. Install: Install or apply only, do not furnish.
42. Latent: Not apparent by reasonable inspection including, without limitation, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
43. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

44. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
46. Modification: Same as Contract Modification.
47. Not in Contract or **NIC**: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
48. Notice of Completion: Shall have the meaning provided in California Civil Code Section 9202, and any successor statute.
49. Off Site: Outside geographical location of the Project.
50. Owner: Owner is defined in Document 00 5200 (Agreement).
51. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
52. Owner's Representative(s): See Document 00 5200 (Agreement).
53. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
54. PCBs: Polychlorinated biphenyls.
55. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
56. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
57. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
58. Project: Total construction of which Work performed under Contract Documents may be whole or part.
59. Project Inspector: The individual who has been duly approved by DSA and hired by Owner to provide continuous inspection of all Project Work.
60. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
61. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
62. Proposal: A Bid.
63. Provide: Furnish and install.
64. Request for Information (**RFI**): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
65. Request for Proposals (**RFP**): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
66. Request for Substitution (**RFS**): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
67. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

68. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
69. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
70. Shown: As indicated on Drawings.
71. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
72. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
73. Specified: As written in Specifications.
74. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term Subcontractor does not include a separate contractor or subcontractors of a separate contractor.
75. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms **"Substantially Complete"** and **"Substantially Completed"** as applied to all or part of the Work refer to Substantial Completion thereof.
76. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
77. Technical Specifications: Specification Sections included within Division 02 and above.
78. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
79. TIE: Time Impact Evaluation; see Section 01 2600 (Modification Procedures). May also be referred to as Time Impact Analysis (**TIA**).
80. Title 24: California Code of Regulations, Title 24, Part 1 California Building Standards Administrative Code.
81. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
82. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary of Work).
83. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

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

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 Summary

A. Section Includes:

1. Temporary Electricity.
2. Temporary Communications.
3. Temporary Water.
4. Fences.
5. Protection of Public and Private Property.
6. Temporary Sanitary Facilities.
7. Temporary Barriers and Enclosures.
8. Water Control.
9. Pollution Control.
10. Construction Aids.
11. Erosion Control.
12. Noise Control.
13. Traffic Control.
14. Removal of Temporary Facilities and Controls.

1.02 Temporary Electricity

A. Contractor shall provide, maintain and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers and any other site offices or trailers required by the Owner in the Contract Documents to be provided by Contractor. Power may be obtained from Owner, but Contractor must provide all necessary wiring and appurtenances for connection to Owner's system and Contractor must coordinate with PG&E to install electricity meters to monitor and pay for Contractor's power usage.

1.03 Temporary Communications

A. Contractor shall provide, maintain and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as cable or DSL) at the Site for both Contractor and Construction Manager's trailers.

1.04 Temporary Water

A. Contractor shall provide, maintain and pay for all suitable quality water service required for construction operations.

B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor shall be allowed to utilize water from the Owner for domestic uses. Water shall not be provided for dust control or street cleaning. However, Owner does not guarantee availability of this water. There will be no charge to Contractor for water used. Contractor shall furnish all necessary pipes, hoses, nozzles, meters, and tools and perform all necessary labor to use Owner's water. Waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.05 Fences

A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until

Owner gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.06 Protection of Public and Private Property

A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the Owner, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.07 Temporary Sanitary Facilities

A. Contractor shall provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

C. Contractor shall comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary facilities in a sanitary condition at all times.

D. Contractor shall provide temporary sanitary facilities for Campus and Staff during utility interruptions.

E. Contractor shall keep sanitary facilities free from graffiti.

1.08 Temporary Barriers and Enclosures

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades required by governing authorities for public access to existing buildings.

C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.09 Water Controls

A. Grade Site to drain.

B. Maintain excavations free of water.

C. Protect Site from puddling or running water.

D. Provide water barriers as required to protect Site from soil erosion.

E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Provide sediment tanks and other features to avoid increased runoff, to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

1.10 Pollution Control

A. Contractor shall comply fully with the most current version of the State Water Resources Construction General Permit in addition to any other local agency requirements.

B. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (**BMPs**) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.

C. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.11 Construction Aids

A. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 Erosion Control

A. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.

B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13 Noise Control

A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its

operations to avoid unnecessary noise which might interfere with the activities of building occupants.

C. Ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition
2. Equipped with properly installed engine mufflers

1.14 Traffic Control

A. All traffic control shall comply with the requirements of the City issued Encroachment Permit.

1.15 Removal of Temporary Facilities and Controls

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.

B. Remove underground installations.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5600

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.01 Submittals

A. See Section 01 3300 (Submittals).

B. Site Security.

C. Safety Program.

1.02 Overview.

A. Failure to comply with the requirements of this Section will be considered grounds for Owner or its designated representatives to issue an order suspending Work or terminate the Contract for cause.

B. Owner or its designated representatives may also perform safety inspections and may issue a written notice ordering Contractor to correct an unsafe act or condition. If Contractor fails to correct the unsafe act or condition within the requested time frame, Owner or its representative may have the condition corrected and bill Contractor for the costs associated with the correction.

1.03 Protection

A. Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

B. Properly protect the Work:

1. With lights, guard rails, temporary covers and barricades.
2. Enclose excavations with proper barricades.
3. Brace and secure all parts of the Work against storm and accident.
4. Provide such additional forms of protection that may be necessary under existing circumstances.

C. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.04 Control of Site

A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.05 Site Security

A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the Owner and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Owner's property resulting from Contractor's failure to provide adequate security measures.

C. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.06 Safety Program

A. Within 5 days after Notice to Proceed, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.

B. Receipt and/or review of the Safety Program by Owner, Engineer or Owner's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.

D. Safety Program components:

1. Injury and Illness Prevention Program (**IIPP**): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
2. Site-Specific Safety and Health Plan (**SSHP**): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. Owner will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (**PPE**) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.07 Safety Requirements

A. Standards. Contractor shall maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control. Contractor shall:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes that create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Contractor shall not:

1. Burn or bury rubbish or waste material on the Site.
2. Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Dispose of wastes into streams or waterways.

D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of the applicable incident.

1.08 Site Safety Officer

A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by Owner Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.

B. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.09 Additional Safety Controls

A. According to industry practices, it is the responsibility of Contractor and Subcontractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the public and third-party property. Contractor and all Subcontractors shall undertake loss control prevention practices according to those requirements set by federal, state and city laws, statutes and specific project procedures developed for this Project.

B. Should Owner elect to proceed with an Owner Controlled Insurance Program (**OCIP**), in the event of an accident it will be the responsibility of Contractor and Subcontractors of every tier to see that injured workers or members of the public are given immediate medical treatment and that all appropriate medical and claim forms are filed with the appropriate State Authorities and in accordance with the claim procedures developed for this project by OCIP Administrator.

C. Should Owner elect to proceed with an OCIP, failure of a Contractor or Subcontractor to submit Safety documents to the OCIP Administrator will result in the Assessment of liquidated damages against the Contractor in the amount specified in the OCIP.

D. Regardless of the insurance program chosen by the Owner, Contractor and Subcontractors of every tier will be expected to comply with the following safety and loss control requirements:

1. All Subcontractors of any tier shall identify their contact person(s) to Contractor.
2. Contractor and all Subcontractors of any tier Owner procedures regarding dealing with the media.
3. Hard hats will be mandatory as per CAL OSHA Construction Safety orders.
4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
5. No Alcohol will be allowed construction sites at any time.
6. Smoking Policy: Owner's policy is to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is Owner's intent to provide a smoke-free environment to the greatest extent possible. To achieve this goal, Owner limits smoking on its property to outdoor areas only, at a minimum of 20 feet away from any doorway, entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all of Owner's indoor facilities. The sale or distribution of cigarettes or other smoking material is also prohibited.
   (a) Contractor shall develop and enforce a smoking policy within work site area(s) that is in alignment with Owner's smoking policy. Contractor shall prohibit smoking in existing buildings that are under renovation. Contractor shall prohibit

smoking in new buildings under construction no later than when the roof and exterior walls have been installed.

E. Controlling access to the construction site is a very high priority, and Contractor and Subcontractors of every tier must take whatever preventative measure, such as barriers, fencing, etc., as are outlined in Contract Specifications.

F. Contractor and Subcontractors of every tier must respond to any Owner complaints about objectionable levels of dust or noise and must provide appropriate abatement as quickly as possible.

G. Construction personnel may not enter Owner's grounds other than the construction site unless accompanied by Owner personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by California law.

H. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.

I. A site specific Injury and Illness Prevention Program shall be available on site with Contractor. Contractor and Subcontractors of every tier shall abide by this program.

J. Personal radios, headsets, I-Pods and CD players are not allowed on the job site.

K. Contractor and Subcontractors of every tier must attend the pre-construction safety meeting.

L. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any construction employee observed disregarding this policy shall be removed from the job site until further notice.

M. All construction employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to Contractor. Any employee disregarding this policy shall be removed from the site until further notice.

N. Contractor and Subcontractors of every tier shall control employee break time activities to assure cleanup of all soda cans, food wrappers, plastic bottles, and food containers, from break areas. All break areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.

O. Theft or willful damage to any property of the Owner, faculty, student, or other contractors will be prosecuted fully.

P. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.

Q. The Prime Contractor shall assume overall responsibility for project safety compliance.

R. Contractor and all Subcontractors shall advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 Section includes

A. Products.

B. Product Options and Substitutions.

C. Product Delivery Requirements.

D. Shipping Requirements.

E. Product Storage and Handling Requirements.

1.02 Products

A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Contractor shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. For similar components, Contractor shall provide interchangeable components of the same manufacturer.

D. Tabulate products by Specification Section number and title.

E. For products specified only by reference standards, list each such product:

1. Name and address of manufacturer.
2. Trade name.
3. Model or catalog designation.
4. Manufacturer's data:
   (a) Reference standards.
   (b) Performance test data.

1.03 Product Options and Substitutions

A. Summary. This Paragraph 1.03 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 6325 (Substitution Request Form) submittal as provided in Document 00 2113 (Instructions to Bidders). Time periods provided in Document 00 2113 are mandatory.

B. All substitution requests must be made by using Document 00 6325 (Substitution Request Form), regardless of when requested.

C. Contractor's Options.

1. For products specified only by reference standard: Select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers:
   (a) Select products of any named manufacturer meeting specifications.
   (b) If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (**RFS**), including all information contained in this Section 01 6000 (Product Requirements) and a fully executed Document 00 6325 (Substitution Request Form), but using the term "Contractor" each place the term "Bidder" or "Proposer" appears in that form.

D. Substitutions.

1. Except as provided in Document 00 2113 (Instructions to Bidders) with respect to “or equal” items, Owner will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor, or if the product specified no longer complies with local regulations or laws.
2. Catalog numbers and specific brands or trade names followed by the designation “or approved equal” are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.
   (a) Failure of Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner or the Architect of any substitutions otherwise proposed.
   (b) Such acceptance shall not relieve Contractor from complying with the requirements of the Drawings and Specifications.
   (c) Wherever more than one manufacturer’s product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer’s products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Contractor and are favorably reviewed by Architect, Contractor shall be responsible for all costs of any changes resulting from Contractor’s proposed substitutions which affect other parts of the Work, including the cost of Architect’s additional services, testing, permits, etc. thereby made necessary.
   (d) If a request for substitution occurs after the period specified in Document 00 2113, the substitution may be reviewed at the sole discretion of Owner and Architect, and the costs of such review, as approved by Owner, shall be borne by Contractor and will be deducted from the Contract Sum.
   (e) Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).
3. Contractor shall submit separate RFS and Document 00 6325 (five copies each) for each product and support each request with:
   (a) Product identification.
   (b) Manufacturer’s literature.
   (c) Samples, as applicable.
   (d) Name and address of similar projects on which product has been used, and dates of installation.
   (e) Name, address, and telephone number of manufacturer’s representative or sales engineer.
   (f) For construction methods: Detailed description of proposed method; drawings illustrating methods.
4. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
5. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of

the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

6. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Contractor to furnish additional data about the proposed substitute.
7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   (a) Results in delay meeting construction Milestones or completion dates.
   (b) Is indicated or implied on submittals without formal request from Contractor.
   (c) Is requested directly by Subcontractor or supplier.
   (d) Acceptance will require substantial revision of Contract Documents.
   (e) Disrupts Contractor's job rhythm or ability to perform efficiently.
8. Substitute products shall not be ordered without written acceptance of Owner.
9. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
10. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

E. Contractor's Representation and Warranty.

1. Contractor's RFS constitute a representation and warranty that Contractor.
   (a) Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
   (b) Will provide the same warranty for substitution as for specified product.
   (c) Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
   (d) Waives claims for additional costs which may subsequently become apparent.
   (e) Will compensate Owner for additional redesign costs associated with substitution.
   (f) Will be responsible for Construction Schedule slippage due to substitution.
   (g) Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.
   (h) Will compensate Owner for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

F. Owner's Duties. Owner will:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

G. Administrative Requirements.

1. Specified products, materials, or systems for Project may include architectural or engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional architectural or engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.04 Product Delivery Requirements

A. Contractor shall:

1. Deliver products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

B. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner.
2. Grease and lubricating oil shall be applied to all bearings and similar items.

C. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.05 Product Storage and Handling Requirements

A. Contractor shall:

1. Store products only in staging area per provisions of Section 01 1100 (Summary of Work).
2. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
3. Store sensitive products in weather-tight, climate-controlled enclosures.
4. For exterior storage of fabricated products, place on appropriate supports, above ground.

B. Contractor shall also:

1. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
2. Store loose granular materials on solid flat surfaces in a well-drained area.
3. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
4. Arrange storage of products to permit access for inspection.
5. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

C. Without limiting the foregoing:

1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must

be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.

4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

D. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7400

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 Section Includes:

A. Progress Cleaning.

B. Final Cleaning.

1.02 Progress Cleaning

A. Contractor shall perform periodic daily cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

E. Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
3. Contractor is cautioned that County and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

F. The Contractor will estimate and report to the Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.

G. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to Owner. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor**,** County, Owner and any Owner consultant from future liability.

H. If Contractor does not properly clean the Site, in Owner's opinion, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.03 Final Cleaning

A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

F. Clean Site; mechanically sweep paved areas.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 Summary

A. Section describes requirements and procedures for:

1. Removal of Temporary Construction Facilities
2. Substantial Completion
3. Equipment and Systems
4. Final Completion
5. Final Cleaning
6. Close Out
7. Warranties
8. Release of Claims

1.02 Substantial Completion

A. Removal of Temporary Construction Facilities and Project Cleaning.

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

B. Equipment and Systems.

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

C. Procedure for Substantial Completion.

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

required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 Final Completion

A. Requirements.

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

B. Procedure.

1. When Contractor considers Work is Finally Complete, submit written certification that:
   (a) Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
   (b) Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
   (c) Project Record Documents are completed and turned over to Owner as required by Section 01 7839, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts.

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

D. Warranties.

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
   (a) Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
   (b) Limitations: Warranties are not intended to cover failures that result from the following:
      (i) Unusual or abnormal phenomena of the elements
      (ii) Vandalism after Substantial Completion
      (iii) Insurrection or acts of aggression including war
   (c) Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

(d) Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

(e) Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.dd

3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.

4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

(a) Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

(b) Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title.

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.04 Final Cleaning

A. Contractor shall comply with all applicable requirements in Section 01 7400 (Cleaning).

1.05 Project Record Documents

A. Contractor shall comply with all applicable requirements in Section 01 7839 (Project Record Documents).

1.06 Project Guarantee

A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00 7200 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to defective Work as set forth in Document 00 7200 (General Conditions).

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.07 Turn-In.

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned into Owner.

1.08 Release of Claims.

A. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7839

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 Summary

A. Section Includes: Administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:

1. Marked-up copies of Drawings
2. Marked-up copies of Shop Drawings
3. Newly prepared Drawings
4. Marked-up copies of Specifications, Addenda, Change Orders and Contract Change Directives (**CDs**)
5. Marked-up Product Data submittals
6. Record Samples
7. Field records, such as photographs, for variable and concealed conditions
8. Maintenance forms for major equipment
9. Record information on Work that is recorded only schematically

C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 02 through 60.

D. General Project closeout requirements are included in Section 01 7700 (Contract Closeout).

E. Maintenance of Documents and Samples:

1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
2. Do not permit Project Record Documents to be used for construction purposes.
3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
4. Make Documents and Samples available at all times for inspection by Owner.

F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

1.02 Project Record Drawings

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) “PROJECT RECORD” in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
   (a) Dimensional changes to the Drawings
   (b) Revisions to details shown on the Drawings
   (c) Depths of various elements of foundation in relation to main floor level or survey datum
   (d) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements

(e) Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
(f) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
(g) Actual numbering of each electrical circuit
(h) Field changes of dimension and detail
(i) Revisions to routing of piping and conduits
(j) Revisions to electrical circuitry
(k) Actual equipment locations
(l) Duct size and routing
(m) Changes made by Change Order or CD
(n) Details not on original Contract Drawings

2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note CD numbers; alternate numbers, Change Order numbers, and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
   (a) Accurately record information in an understandable and legible drawing technique.
   (b) Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner, Project Inspector (if any) and Architect/Engineer to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in AutoCAD format, of as-built. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation “PROJECT RECORD DRAWING” and date prepared in a prominent location on each Drawing.
2. Refer instances of uncertainty to Owner for resolution.
3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to Owner.

C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to Owner for Owner’s records.

D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 02 through 60.

1. Divisions [**Owner to Provide**] of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00 7200 (General Conditions), but together with

Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.

2. Include these layout drawings as part of the Project Record Documents.

1.03 Project Record Specifications

A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner's records.

1.04 Additional Requirements for Final Project Record Documents

A. Note all changes for the final Project Record Documents and provide one set of mylar reproducibles, one set of revised Specifications and one set of disks or CDs to be submitted to Owner.

B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.

C. Using a distinct AutoCAD layer, clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

D. "Cloud" all affected areas using a distinct AutoCAD layer.

E. Submit duplicate electronic files of all drawings in Tag Image File Format (.tif).

F. In the event that Contractor utilizes Building Information Modeling (**BIM**) software or an alternate computerized application to AutoCAD to design and record its design and construction services, Contractor shall submit as Project Record Documents the equivalent files, computer software, and any other relevant items, and train Owner personnel in its use, to allow Owner to receive and fully utilize the alternate method to meet the intent of the requirements of this Section 01 7839 Project Record Documents.

G. Stamp each Record Drawing with the following information:

1. Project Record Document.
2. Prepared by: Contractor's name, permanent address.
3. Date prepared.
4. Contractor's signature.
5. Owner Contract Number.

1.05 Project Record Product Data

A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner's records.
5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

B. Material, Equipment, and Finish Data:

1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
2. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume. Provide project identification information on binder covers and spines.
3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
   (a) Trade names.
   (b) Model or type numbers.
   (c) Assembly diagrams.
   (d) Operating instructions.
   (e) Cleaning instructions.
   (f) Maintenance instructions.
   (g) Recommended spare parts.
   (h) Product data.

1.06 Miscellaneous Project Record Submittals

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Owner for Owner's electronic records , in Adobe pdf format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms

13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule

1.07 Maintenance Forms for Major Equipment

A. See Section 01 6000 Product Requirements

1.08 Installation, Operations and Maintenance Manuals

A. Contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:

1. Quantity: as specified in Section 01 7700 Contract Closeout (unless more are required by the Technical Specifications).
2. Hard Media Format:
   (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
   (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
   (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
   (d) Binder titles: Include the following title on front and spine of binder:

   NAME OF PROJECT (YEAR)
   INSTALLATION, OPERATION AND MAINTENANCE MANUAL

   (e) Sheet Size: 8½ x 11 inch
   (f) Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
   (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
   (h) Contents
      (i) Title page, which shall be a duplicate of front binder title
      (ii) Table of Contents
      (iii) Equipment Sections and Sub sections
         I. Contractor. The first page behind the equipment tab shall be the Contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
         II. Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
         III. Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to

products or data not applicable to this installation. This section shall include data on the following:

(A) Model number, serial number and nameplate data for each piece of equipment and any subcomponent.

(B) Installation, startup and break-in instructions.

(C) All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.

(1) Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.

(2) Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).

(3) Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.

(4) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

(D) O&M and installation instructions that were shipped with the unit.

(E) Preventative and corrective maintenance, with service procedures and schedules:

(1) Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.

(2) Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.

(3) Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.

(4) Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.

(5) Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.

(6) Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.

(7) Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.

(8) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

(9) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram

(F) Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.

(G) Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.

(H) Supply any special tools required to service or maintain the equipment.

(I) Performance data, ratings and curves.

(J) Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.

(K) Any service contracts issued.

(iv) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.

(v) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).

(vi) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.

(vii) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.

3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM.

1.09 Computer Programs

A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to Owner at no additional cost.

1.10 Owner's Recourse

A. If Contractor is not able to provide project record documents in specified formats, Owner and Contractor shall negotiate a credit back to Owner for this work.

B. Contractor shall post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement.

C. Submittal

1. At completion of Project, deliver Project Record Documents to Owner per Section 01 7700 Contract Closeout.
2. Accompany submittal with transmittal letter containing:
   (a) Date
   (b) Project title and number
   (c) Contractor's name and address
   (d) Number and title of each Project Record Document
   (e) Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

This section covers the processes and procedures related to control of the quality of the work performed on City facilities, infrastructure, property, or other instances where the City may have an interest and/or City standards, City code, or contracts/agreements determine that the City should review, inspect, or approve work.

1.02 CONTRACTORS QUALITY CONTROL

A. Contractor's Quality Control. Contractor shall develop a Quality Control (QC) program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the City Standards, City Code, approved plans and specifications, and Contract Documents, including by reference, all codes, laws, rules, regulations, and standards (hereinafter referred as "the Requirements"). Contractor's QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the Requirements prior to submitting an Inspection Request (IR) to the City Engineer. All aspects of the Work, including product verification, appropriate product installation and application, shall be reviewed by such QC personnel and qualified as meeting the requirements of applicable codes and the approved Contract Documents.

B. Quality Requirements. Work shall be accomplished in accordance with the quality requirements outlined herein and elsewhere in these City Standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.

C. Quality Control Personnel. Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.03 QUALITY OF THE WORK

A. Quality of Products. Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.

B. Quality of Installation. All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or specified in the Requirements.

C. Protection of Completed Work. Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by the City.

D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations. Unless more stringent requirements are contained in the Requirements or are otherwise indicated or specified, the Contractor shall comply

with manufacturer's instructions and recommendations, reference standards and building code requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.

E. Verification of Quality. All Work shall be subject to verification of quality by the City Engineer. The Contractor shall:

1. Cooperate fully by making Work available for inspection by the City Engineer or designated independent testing and inspection personnel and/or agencies.
2. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
3. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by Owner.

F. Observations by Owner's Consultants. Periodic and occasional observations of Work in progress will be made by the City Engineer as deemed necessary to review progress of Work and general conformance with design intent and the Requirements.

G. Limitations on Inspection, Testing and Observation. Neither employment of an independent testing and inspection agency nor observations, inspections or tests by the City Engineer shall in any manner relieve Contractor of obligation to perform Work in full conformance to the Requirements.

H. Acceptance and Rejection of Work. The City Engineer reserves the right to reject all Work not in conformance to the Requirements or is found to be otherwise defective.

I. Correction of Defective Work. Defective Work shall be modified, replaced, repaired or redone by the Contractor to the satisfaction of the City Engineer at the Contractor's sole expense.

J. Acceptance of Defective Work. Acceptance of Work which is determined to be defective shall not relieve the Contractor of the obligation to correct such Work unless specific written acknowledgement and approval of the City Engineer is obtained.

1.04 INSPECTION, TESTING AND ACCEPTANCE OF THE WORK

A. Authority: The City Engineer, or his designee, shall have the right at all times to observe the work and perform inspections and testing and shall be the sole authority with respect to the adequacy of all materials, workmanship, and approval of all aspects of the construction and finished work.

B. Work Subject to Inspection and/or Testing: All work performed on City facilities, infrastructure, property, or through other instances where the City may have an interest in the completed improvements, or where the City Standards, City code, or contracts/agreements determine that the City should review, inspect, or approve work shall be subject to this section.

C. Access: At all times during the progress of the Work and until the date of final completion and acceptance by the City, the City Engineer and his designee(s) shall be afforded every reasonable, safe, and proper access and facilities for observing and inspecting the Work. The observation and inspection of any work will not relieve the Contractor of any obligations to perform proper and satisfactory work as specified.

D. Rejection: The City Engineer shall have the right to reject materials and

workmanship which are deemed to be deficient in design materials, and/or workmanship, show excessive wear, are defective, or are otherwise out of compliance with City Standards, Contract Documents, the approved plans, the City Code, or in the sole opinion of the City Engineer, require correction. Work which is rejected by the City Engineer shall be promptly removed and materials removed from the site.

E. Replacement: Work rejected by the City Engineer shall be replaced with satisfactory work at the Contractor's sole expense.

F. Inferior Work Discoveries: Failure or neglect on the part of the City Engineer to condemn or reject bad or inferior work or materials does not imply an acceptance of such work or materials. Neither is it to be construed as barring the City any subsequent time from recovering damages or a sum of money needed to build anew all portions of the Work in which inferior work or improper materials were used.

END OF SECTION

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SECTION 01570

TEMPORARY EROSION and SEDIMENT CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Temporary erosion and sediment control measures to be exercised by the Contractor as necessary to stabilize disturbed areas and prevent storm water pollution.

1.02 SUBMITTALS

A. Before starting any work on the project, the Contractor shall submit, for acceptance by the City Engineer, a program to control water pollution effectively during construction of the project.

B. Such program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operation upon adjacent streams and other bodies of water.

C. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted.

PART 2 – MATERIALS

2.01 GENERAL

The Contractor shall be responsible for providing all materials required to properly install and maintain the approved erosion and sediment control, as outlined in their plan or program.

PART 3 – EXECUTION

3.01 WATER POLLUTION CONTROL

A. The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

B. Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

C. The City Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program not more than 5 working days.

3.02 TEMPORARY EROSION CONTROL

A. Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this project.

B. Conformance with the requirements of this section shall in no way relieve the Contractor from his responsibilities, as provided in Section 02930 – Site Restoration.

C. Temporary erosion control features as are necessary to prevent damage during the winter season shall be constructed and functioning. The Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property.

D. Temporary erosion control measures shall conform to the current edition of ABAG manual of standards for erosion and sediment control measures and includes, but not limited to the following:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.

2. The roadway shall be kept swept, and spoils from grinding, saw cutting, trenching, etc. and silt, shall be removed daily or as often as needed to prevent spoils and silt from entering the storm drain system and roadside ditches.

3.03 OBSERVATIONS & INSPECTIONS

A. Representatives from the State Water Resources Control Board (SWRCB), the Regional Water Quality Control Board (RWQCB), the County or the City, upon presentation of proper credentials, shall have the right to inspect the construction site, at any time, to review storm water erosion/sediment controls in place.

B. During and at the end of each storm event, the Contractor and the Engineer or Construction Observer/Inspector will review and determine the effectiveness of the preventative measures taken by the Contractor.

C. The Contractor shall implement all recommendations and/or directions from the above-mentioned representatives.

END OF SECTION

SECTION 02100

SUBSURFACE INVESTIGATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. A geotechnical report or investigation is not available for this project. No warrant is made regarding subsurface conditions.

1.02 ADDITIONAL INFORMATION

A. Prior to bidding, the Contractor should visit the site and acquaint himself with all existing conditions. Bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions including, but not limited to, soil moisture conditions and current groundwater elevations. Such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Neither the City nor the Engineer guarantees the accuracy of the information related to subsurface conditions. Further, it shall be the responsibility of the Contractor to achieve satisfaction of the type of soil and the level of the water table to be encountered during construction of the facilities. The bidder shall make his own deductions and conclusions as to the nature of the materials to be excavated; the difficulties which may arise from the subsurface conditions and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefore.

B. A CCTV inspection has been performed by the City for the pipes scheduled for replacement under this project. Copies of the video will be made available to plan holders upon request.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 02205

DEMOLITION, ABANDONMENT, AND REMOVAL

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor as required for the demolition, salvage, relocation, and removal of equipment, structures, facilities, and electrical and mechanical equipment as required.

B. The means and methods of performing removal and salvage operations are the sole responsibility of the Contractor. Contractor shall provide all containment systems for proper disposal of all materials that may be deemed hazardous by the Engineer or regulatory agency.

C. This specification addresses demolition, removal and abandonment of facilities, and associated debris generated in the execution of the contract work.

1. Do not begin demolition until authorization is received from the City or its appointed Representative.

2. Remove rubbish and debris from the job site daily.

3. Store materials that cannot be removed daily in the Contractor's approved laydown and storage areas, following all requirements established by the property owner and associated permitting jurisdiction.

4. Properly dispose of materials and debris removed from the site. Disposal shall comply with all federal, state and local regulations.

1.02 RELATED SECTIONS

A. Section 02305 – Trenching, Excavation, Backfilling and Compacting

B. Section 02525 – Sewer Flow Control

1.03 REFERENCE CODES AND SPECIFICATIONS

A. California Code of Regulations (CCR), Title 8 "Industrial Relations," Subchapter 4 "Construction Safety Orders." § 1529, "Asbestos"

B. National Emissions Standards for Hazardous Air Pollutants (NESHAP)

C. Division of Occupational Safety and Health (CALOSHA)

D. Bay Area Quality Management District (BAAQMD)

E. American National Standards Institute (ANSI)

1. ANSI A10.6 – Demolition Operations-Safety Requirements

1.04 SUBMITTALS

A. In conformance with Section 01300, Contractor shall submit plan for removal and disposal of all asbestos cement pipe, including removal methods, encasement, transportation and destination.

B. Submit Certification of Safety Training for personnel responsible for asbestos handling and removal.

C. The Contractor shall submit a proposed Demolition Plan, including the following:

1. Proposed demolition and removal procedures.

2. Detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.05 WORK AND SAFETY REQUIREMENTS

A. Comply with federal, state, and local hauling and disposal regulations. Work safety requirements shall conform with ANSI A10.6, "Demolition Operations – Safety Requirements."

1.06 DUST AND DEBRIS CONTROL

A. Prevent the spread of dust and debris, and avoid the creation of a nuisance or hazard in the surrounding area.

B. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, flooding, or pollution.

C. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicles.

1.07 PROTECTION

A. Traffic Control Signs - Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights.

B. Existing Work - Protect existing work which is to remain in place. Repair items which are to remain, and which are damaged during performance of the work to their pre-construction condition, or replace with new. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have District, Town, Agency and/or Solano County approval.

C. Facilities - Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Additional regulatory requirements, permits, and/or temporary controls may be required and shall in accordance with project specific Contract Documents, if applicable.

1.08 BURNING AND EXPLOSIVES

A. Burning and the use of explosives will not be permitted.

1.09 RELOCATIONS

A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the City and governing jurisdiction.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

A. Demolition, abandonment, and removal shall be performed in accordance with the requirements of these Standard Specifications and Standard Drawings.

B. The Contractor shall take care to protect existing facilities outside the limits of work. Facilities outside the limits of work damaged by the Contractor's construction operations shall be repaired to their original condition at the Contractor's expense.

C. Approximately 495 linear feet of 10" asbestos cement pipe and 30 linear feet of 8" asbestos cement pipe designated for removal from the project

D. Worker Protection: The Contractor is responsible for the health and well-being of its workers during the execution of this Contract. The work shall be conducted in accordance with all applicable local, state, and federal regulations, including 29 CFR § 1926.1101. Any liability for working with residual and hazardous waste is solely the Contractor's responsibility.

3.02 EXISTING FACILITIES TO BE REMOVED

A. Removal of Existing Pipes, Manholes and Related Equipment

1. Remove indicated existing sanitary sewer mains and manholes to the horizontal limits required. Existing alignment is shown based on record information. Actual locations of existing utilities may be different from that shown.

2. Submit to the City or its appointed Representative a plan and coordinated construction schedule for removal of existing active sewer facilities and reconnecting existing system elements to the permanent facilities as required by Section 02525 Sewer Flow Control and as shown on the drawings.

B. Abandonment of Existing Pipes

1. Piping shall be removed to the limits indicated on the plans

2. Asbestos cement pipe must be pre-wetted with potable water and snapped using mechanical snapping methods. Pipe removal shall be by trained employees in conformance with Section (g) Methods of Compliance, of CCR, Title 8 § 1529, "Asbestos."

3. The Contractor shall provide and install PVC pipe to feed and vent the fill material placement. The number of PVC pipes, size, and length shall be as required and determined by the Contractor.

C. Abandonment of Existing Manholes

1. Existing manholes to be abandoned shall have the castings, grade rings, and manhole body removed to the bottom of the cone section with the removal of the manhole rings to a minimum of three (3) feet below street grade or existing ground elevation. After plugging of existing pipelines at the manhole, the remainder of the manhole barrel shall then be filled and compacted with CLSM, LDCC, or Class 2 AB material as specified in Section 02310 Controlled Density Fill. The manhole frame and cover shall be salvaged and provided to the City. The removed concrete shall be disposed of by the Contractor in accordance with this Specification and state regulations.

D. Paving and Slabs

1. Remove asphaltic concrete paving and slabs, and concrete paving and slabs, including aggregate base in areas subject to proposed work.

2. Trench wing width shall be one foot. Asphalt concrete paving shall be removed a minimum of 12 inches from the edge of trench on both sides of the trench. Where the distance from the lip of concrete gutter to the saw cut edge of the trench is less than half of the width of the trench, the remaining pavement between the saw cut edge of the trench and the lip of the concrete gutter shall also be removed and replaced during this work.

3. Provide neat sawcuts at limits of pavement removal as indicated.

4. Contractor shall comply with all environmental regulations and local codes and dispose of all material at State approved recycling facilities or Class II landfills.

3.03 DEMOLITION

A. Disposal of all materials shall be performed in compliance with all applicable local, State, and Federal codes and requirements.

B. Where the demolition of major equipment or structures is required, removal of auxiliary systems such as water, auxiliary equipment, drainage, electrical wiring, controls, and instrumentation not necessarily shown shall also be performed unless otherwise indicated.

C. Wiring demolition shall be performed by electricians. Before removing or cutting wiring, check to be sure that it is wiring intended to be cut or removed, and label wiring which is to remain. Labels shall be fully documented on wiring diagrams, interconnection diagrams, elementary diagrams, and conduit and wire schedules. Wire bundles shall be rolled up and placed "out of the way" to the extent practicable.

D. Where existing materials and equipment are removed or relocated, remove all materials no longer used such as studs, straps, conduits, and wires. Remove or cut off concealed or embedded conduit, boxes, or other materials and equipment to a point at least 3/4 inch below the final finished surface.

E. Where existing pipes and electrical conduits, supports, or hangers are removed from existing structures, fill all resulting holes in the structures and repair any resulting damage such that the finished rehabilitated structure shall appear as a new homogeneous unit with little or no indication of where the new and old materials join. The holes in water-bearing structures shall be filled with non-shrink grout to be watertight and reinforced as required. In all locations where the surface of the grout will be exposed to view, the non-shrink grout shall be recessed to approximately 1/2-inch back of the exposed surface and the recessed area filled with cement mortar grout, color to match existing concrete.

3.04 DISPOSITION OF MATERIAL

A. Title to Materials

1. Unless otherwise shown or specified, all materials and equipment removed shall become the property of the Contractor and shall be removed.

2. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the contractor's demolition and removal procedures, and authorization by the City or its appointed Representative to begin demolition.

3. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.

4. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

END OF SECTION

SECTION 02300

GRADING

PART 1 – GENERAL

1.01 SECTION INCLUDES

This section includes the general requirements for site preparation and grading. The work shall include, but not be limited to the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the site preparation and grading work specified in the Contract Documents. The work shall also include the disposal of excess materials; borrow of materials to make up deficiencies for fills; and all other incidental earthwork, all in accordance with the requirements of the Contract Documents.

1.02 RELATED SECTIONS

A. Section 02305, “Trenching, Excavation, Backfilling, and Compacting”.

1.03 QUALITY ASSURANCE

A. It shall be the responsibility of the CONTRACTOR to determine the means and methods required and to accomplish the specified compaction the specified earthwork.

B. If the CONTRACTOR’S or CITY tests of the fill or backfill show non-compliance with the required density or material specifications, the CONTRACTOR shall accomplish such remedy as may be required to insure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the CITY and shall be at the CONTRACTOR's sole expense.

PART 2 – MATERIALS

2.01 MATERIALS

A. The CONTRACTOR shall use the types of materials as designated on the Contract Documents for all required construction.

B. If the type of material to be use for fill is not specified on the plans or contract documents, the contractor shall use Select Fill which is approved by the City Engineer and free of deleterious material including asphalt or broken concrete and free of heavy gravel or rock larger than 3-inches in the maximum direction.

2.02 UNSUITABLE MATERIAL

A. Unsuitable soils for fill material shall include, but not be limited to, all soils which when classified under ASTM D2487 fall in the classifications of PT, OH, CH, MH or OL.

B. In addition, any soil that cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classified as unsuitable material.

C. Organic mater shall be no more than 3 percent. The amount of organic matter shall be determined based on ASTM Test Method D 2974.

D. Materials containing rock or similar irreducible material with a maximum dimension greater than 3 inches.

E. Materials containing foreign manmade objects, such as construction debris.

F. Materials of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content.

G. Materials that are too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work. However, the presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable.

PART 3 – EXECUTION

3.01 PLACEMENT OF FILL

Fill material shall be moisture conditioned as required and placed and spread in even layers. Unless otherwise specified in the approved geotechnical report, the loose depth of fill prior to compaction shall not exceed 8 inches.

3.02 DISPOSAL OF SURPLUS MATERIAL

The CONTRACTOR shall remove all excess earth materials, unsuitable materials, and debris from the site and dispose of it in a legal manner.

3.03 UTILITIES

A. Before proceeding with the work, the CONTRACTOR shall confer with all agencies and utilities which may have above-ground and/or underground facilities in the vicinity of the work and take appropriate measures to avoid or protect existing utilities and other facilities.

B. Where existing utilities and/or other facilities, aboveground and/or underground, are encountered during construction, they shall not be displaced or modified unless necessary. If it is necessary to relocate a utility or if a utility is disturbed or accidentally damaged in the prosecution of the work, the CONTRACTOR shall notify the CITY ENGINEER and the OWNER or proper authority. The CONTRACTOR shall abide with the requirements of and cooperate with such OWNER or authority (who may enter upon the work at any time) while protecting, repairing, replacing or relocating such utilities.

END OF SECTION

SECTION 02305

TRENCHING, EXCAVATION, BACKFILLING, AND COMPACTING

PART 1 – GENERAL

1.01 SECTION INCLUDES

The work of this section consists of trenching and backfilling for the construction and installation of pipelines, conduits and cables. All trenching will be open cut, unless otherwise approved in writing. It includes all clearing and grubbing, trenching or tunneling, construction of cribbing and cofferdams, dewatering, pipe removal where required, providing and compacting specified backfill, and all other activities and incidentals required to complete the work.

1.02 SUBMITTALS

A. Submit four (4) copies of a report from a testing laboratory verifying that backfill material conforms to the specified gradations of characteristics for granular material, imported sand, rock refill for foundation stabilization, and water.

B. Tests of materials shall be performed, and materials approved by the Engineer before the start of work.

C. Submit method of compaction in pipe zone including installation and removal sequence of shoring where used.

1.03 PROJECT CONDITIONS

A. Obtain all required permits and licenses before installing utilities under existing roads and follow the rules and requirements of the authority having jurisdiction.

B. Arrange construction sequences to provide the shortest practical time that the trenches will be open to avoid hazard to City staff, subcontractors, and the public, and to minimize the possibility of trench collapse.

1.04 TESTING FOR COMPACTION

A. Tests for compaction shall be arranged by the City. All expenses associated with compaction testing shall be borne by the Contractor.

B. Relative compaction is defined as the ratio, in percent, of the as-compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D 1557, latest edition.

C. Where compaction tests indicate a failure to meet the specified compaction, the City may take additional tests every 50 feet in each direction, until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved. Compaction testing performed as a result of a failure shall be at the expense of the Contractor.

1.05 STREET OR ROAD ZONE

The street zone includes the asphalt concrete and aggregate base pavement section placed over the trench backfill.

1.06 TRENCH ZONE

A. The trench zone includes the portion of the trench from the top of the pipe zone to the bottom of the street zone in paved areas or to the existing surface in unpaved areas.

B. In unimproved areas with no concrete or asphalt surfacing proposed, the trench zone shall extend to the ground surface.

1.07 PIPE ZONE

The pipe zone shall include the full width of trench from the bottom of the pipe or conduit to a horizontal level one (1) foot above the top of the pipe, as shown on the contract drawings. Where multiple pipes or conduits are placed in the same trench, the pipe zone shall extend from the bottom of the lowest pipes to a horizontal level above the top of the highest or topmost pipe.

1.08 PIPE BASE OR BEDDING

The pipe bedding for the sewer main and laterals, shall be defined as a minimum 6-inches thick layer of material immediately below the bottom of the pipe and up to the spring line of pipe extending over the full trench width in which the pipe is bedded.

PART 2 – PRODUCTS

2.01 GRANULAR MATERIAL FOR BACKFILL STREET OR ROAD ZONE

A. Granular material or granular soil for backfill used above the pipe zone shall be 3/4-inch – Class 2 Aggregate Base conforming to Caltrans Standard Specification 26-1.02.

B. No recycled materials will be allowed.

2.02 IMPORTED SAND - PIPE BEDDING AND PIPE ZONE

Sand shall only be used as pipe bedding where specified in the Standard Drawings, these Specifications, or the approved Plans. If specified and approved, all sand used shall be 100% crushed and salt-free. Imported sand used for the pipe base and pipe zone shall have a sand equivalent not less than 28 per ASTM D 2419, be free of clay or organic material and have the following gradation:

Sieve Size	Percent Passing By Weight
3/8-INCH	100
No. 4	90 – 100
No. 30	12 – 50
No. 100	5 – 20
No. 200	0– 5

2.03 COARSE BEDDING MATERIAL

Coarse bedding material shall Class I per ASTM D 2321 with the following maximum particle size based on pipe diameter:

Nominal Pipe Diameter (in.)	Maximum Particle Size (in.)
2-4	½
6-8	¾
10-15	1
16+	1 1/2

2.04 TRENCH ZONE MATERIAL

A. Unless otherwise shown on the approved plans, backfill for pipe trenches shall consist of Controlled Density Fill.

2.05 FOUNDATION STABILIZATION MATERIAL

1 1/2 - inch Class 1 crushed rock per ASTM D 2321 shall be used in areas where pipelines extend into loose medium dense sands or below the water table or where required to achieve a firm, stable base for pipe laying.

2.06 CONCRETE FOR PIPE SUPPORT, ENCAEMENT AND THRUST FLOORS

A. Concrete for pipe encasement and thrust blocks shall be Class C per Section 03300, unless otherwise shown in the drawings.

B. Provide thrust blocks at fittings in pipe having rubber gasket bell and spigot or unrestrained mechanical joints, as noted on contract drawing and in the general or specific pipe specifications, or as directed by the City Engineer.

C. Size thrust blocks in accordance with City Standard Details W-3, W-4, and W-5.

2.07 WATER FOR COMPACTION

Water for compaction shall be clean and free of oil, acids, salts, and other deleterious substances. Water shall be supplied by the Contractor at no cost to the City. The Contractor shall coordinate with the Engineer for the use of the water shall provide all necessary labor and equipment to extract the water and shall be responsible for the repair of any damage to the existing facilities which can be attributed to this operation.

2.08 PIPELINE WARNING TAPE

Warning tape shall be metallic, 6” wide, 4 mil thick polyethylene. Tape shall be colored and labeled with black lettering as follows:

A. Non-Potable Water - Tape color shall be PURPLE and labeled with: CAUTION – BURIED NON-POTABLE WATER LINE BELOW.

B. Potable Water - Tape color shall be BLUE and labeled with: CAUTION – BURIED POTABLE WATER LINE BELOW.

C. Sewer - Tape color shall be GREEN and labeled with: CAUTION – BURIED SEWER LINE BELOW.

PART 3 – EXECUTION

3.01 COMPACTION REQUIREMENTS

Unless otherwise shown in the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in all pipe trench zones shall be 95% relative compaction. Backfill in Trench Zone not beneath paving or aggregate base access roadways shall be 92% relative compaction. As follows:

3.02 MATERIAL REPLACEMENT

Remove and replace any trenching and backfilling material which does not meet the specifications, at the Contractor's expense.

3.03 SLOPING, SHEETING, SHORING, AND BRACING OF TRENCHES

Trenches shall have sloping, sheeting, shoring, and braving conforming to Section 01560, Excavation Support and Protection.

3.04 SIDEWALK, PAVEMENT, AND CURB REMOVAL

Cut bituminous and concrete pavements regardless of the thickness and curbs and sidewalks prior to excavation of the trenches with a pavement saw or pavement cutter. Width of the pavement cut shall be at least equal to the required width of the trench at ground surface. Haul pavement and concrete materials from the site. Do not use for backfill.

3.05 TRENCH WIDTHS

Trench widths in the pipe zone shall be as shown in the drawings. If no details are shown, maximum width shall be 24 inches greater than the pipe outside diameter. Comply with 29CFR Part 1926 Subpart P – Excavations. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there is at least 2 feet between the top edge of the trench and the structure or footing.

3.06 TRENCH EXCAVATION

A. Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheeting and shoring if used, and for pipe base or special bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner with foundation stabilization material. Place the refilling material over the full width of trench in compacted layers not exceeding 6-inches deep to the established grade with allowance for the pipe base or special bedding.

B. Material required for refill of trenches over excavated by the Contractor for his convenience will not receive any additional payment.

3.07 GROUNDWATER AND DEWATERING

A. The CONTRACTOR shall provide all groundwater control and dewatering necessary to keep the construction and work areas in manner in which the permanent work be accomplished on a dry and stable subgrade.

B. The CONTRACTOR shall design, install, operate, and maintain an adequate system. The system shall be of sufficient size and capacity to maintain a dry condition without delays to construction operations.

C. Seepage of any water from excavated slopes shall be controlled to prevent sloughing, and ponding of water in the excavation shall be prevented during construction operations. If the flow of water into an excavation becomes excessive and cannot be controlled by the dewatering system that the CONTRACTOR has

installed, excavation shall cease until satisfactory remedial measures have been taken.

D. The CONTRACTOR is not relieved of responsibility of controlling and disposing of all water, even though the discharge of the dewatering system required to maintain satisfactory conditions in the excavation may be in excess of the anticipated and/or planned quantities.

E. The CONTRACTOR may be required to submit a Proposed Dewatering Plan for approval by the Engineer prior to initiation of any construction or excavation operations. The plan shall show all facilities proposed for complying with this section, including the method for dewatering the excavation or pipeline, controlling surface runoff, disposing of the water, and removing the system, as well as a list of the equipment to be used. The plan should be detailed and adaptable to the site conditions and should provide a contingency plan for around-the-clock dewatering operation, as required.

F. Full compensation for furnishing all equipment, labor, and materials to install, operate, maintain, and remove the dewatering system will be included in the unit pricing of the Bid Schedule items. No additional payment or compensation will be made to the CONTRACTOR.

3.08 LOCATION OF EXCAVATED MATERIAL

During trench excavation, place the excavated material only within the working area. Do not obstruct any roadways or streets. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material. All trenches shall be backfilled at the end of each day's operation.

3.09 LENGTH OF OPEN TRENCH

Limit the length of open trench to 50 feet in advance of pipelaying or amount of pipe installed in one working day, whichever is less, and not more than 50 feet in the rear of pipelaying, except as modified by encroachment permit requirements. At the end of each working day, the trench shall be backfilled to match the existing surface. Use of steel plates as open trench covers shall be allowed only with prior approval of the City Engineer.

3.10 TRENCH EXCAVATION IN BACKFILL AND EMBANKMENT AREAS

A. Construct trench excavation for pipe, pipes, or conduit in backfill or embankment areas in accordance with the following procedures:

B. Construct and compact the embankment to an elevation of 1-foot minimum over the top of the layer of the largest pipe or conduit to be installed.

C. Excavate trench in the compacted backfill or embankment. Place cement slurry in the pipe base and pipe zone. Compact backfill above the pipe zone to the relative compaction required for trench zone backfill.

3.11 FOUNDATION STABILIZATION

After the required excavation has been completed, the City will inspect the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation be conducted in all areas within the influence of the pipeline where unacceptable and/or unstable materials exist at the exposed subgrade. Over-excavation, if directed by the City Engineer, shall include the removal of all such unacceptable materials that exists directly beneath the pipeline to the required trench width and to the depth required. Backfill the trench to subgrade of pipe base with refill material for foundation

stabilization. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6-inches deep to the required grade. Foundation stabilization work shall be executed in accordance with a change order or as provided for in the bid schedule.

3.12 PIPE BEDDING

A. All pipe, appurtenances, specials and fittings shall be bedded in sand unless otherwise specified or approved by the City Engineer. The Contractor shall use extreme care in placing the sand under the haunches to assure that all spaces are filled under and about the pipe.

B. Jetting of water is not permitted.

3.13 INSTALLING BURIED PIPING

A. Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.

B. Inspect each pipe or fitting prior to placing it into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.

C. Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness and bedding depth. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness pipe base material over the full width of trench. Grade the top of the pipe base ahead of the pipelaying to provide firm, continuous, uniform support along the full length of pipe, and compact to the relative compaction specified herein. After laying each section of the pipe, check the grade and alignment and correct any irregularities prior to laying the next joint.

D. Excavate bell holes at each joint to permit proper assembly and inspection of the entire joint. Fill the area excavated for the joints with the bedding material specified or detailed in the drawings.

E. When installing pipe, do not deviate more than 1-inch from line or 1/4-inch from grade. Measure elevation at the pipe invert. The Contractor shall verify pipe grade at not more than 80 feet intervals, in the presence of the Owner's Representative.

F. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 6-inch lifts, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or compacted areas are left beneath the pipe. Use particular care in placing material on the underside of pipe to prevent lateral movement during subsequent backfilling.

G. For pipe sizes greater than 12-inches in diameter, no more backfill material within the pipe zone than the lesser of 6-inches or 1/3rd of the pipe diameter shall be placed prior to shovel slicing. Sufficient care shall be taken to prevent movement of the pipe during shovel slicing. Shovel slicing shall be witnessed by the Field Inspector and/or Geotechnical Engineer.

H. Place tracing wire and warning tape in the trench as shown on the Drawings.

I. Compact each lift to the relative compaction specified herein.

J. Push the backfill material carefully onto the backfill previously placed in the pipe zone. Do not permit free fall of the material until at least 2 feet of cover is provided

over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pie. Do not operate heavy equipment over the pipe until at least 3 feet of backfill has been placed and compacted over the pipe.

K. When pipelaying is not in progress, including the noon hours, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.

L. Remove and dispose of all water entering the trench during the process of pipelaying. Keep the trench dry until the pipelaying and jointing are completed.

3.14 BACKFILL COMPACTION

Compact per the detailed piping specification for the particular type of pipe and per the following:

A. Compact trench backfill to the specified relative compaction. Compaction shall be accomplished by using mechanical compaction or hand tamping. Do not use high impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe. Ponding or jetting is not allowed.

B. Compact material placed within 12-inches of the outer surface of the pipe by hand tamping only.

C. Do not use any axle-driven or tractor-drawn compaction equipment within 5 feet of building walls, foundations or other structures.

3.15 CEMENT SLURRY BACKFILL (CLSM)

A. When cement slurry backfill is approved for use by the City Engineer, it shall meet the requirements of Section 02310, Controlled Density Fill of these Specifications.

B. HDPE, PVC or other buoyant pipe shall be filled with water prior to placing slurry backfill to avoid floating the pipe.

END OF SECTION

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SECTION 02310

CONTROLLED DENSITY FILL

PART 1 – GENERAL

1.01 Section Includes

A. Portland cement

B. Fly ash

C. Air-entraining admixture

D. Aggregate

1.02 Definition and Use

A. Control Density Fill (CDF) is used as a low strength, self-consolidating fill material which can be easily excavatable at a later time. CDF is characterized by a high maximum slump of 8 inches. CDF is not a structural concrete and should not be used in such applications.

B. CDF shall only be used where indicated on the drawings ,unless approved specifically in writing by the City Engineer.

C. CDF shall consist of Portland cement, aggregates, water and fly ash. Chemical admixtures and other mineral admixtures may be used.

PART 2 – PRODUCTS

2.01 Mix Design

CDF shall be hand excavatable. The actual mix proportions and flow characteristics shall be determined by the producer of the CDF to meet site conditions. Mix designs and performance tests shall be submitted to the City Engineer for approval. The 28-day unconfined compressive strength of the CDF shall be 50 psi minimum and 150 psi maximum at 28-days.

2.02 Materials

A. Portland Cement: ASTM C150, Type I or Type II, 50-lb. max per cubic yard.

B. Fly Ash: ASTM C618, Class F, 50 – 150 lbs. per cubic yard. Fly ash shall not inhibit air entrainment.

C. Air-Entraining Admixture: per ASTM C260. Total calculated air content of the sample, prepared in accordance with ASTM C231, shall not exceed 30.

D. Aggregate: ASTM C33, graded aggregate, maximum size of 3/8 inch. 3/8-inch aggregate shall comprise no more than 20 percent of the total aggregate content. The amount passing a No. 200 sieve shall not exceed 12 percent. No plastic fines shall be present.

E. Water: Water used shall be potable.

PART 3 – EXECUTION

3.01 Mixing

A. Controlled density fill shall be batched at a ready mixed plant and shall be mixed and delivered to the work site by transit mixing trucks in accordance with ASTM C94.

B. Adjustment of the mixture to achieve improved placement characteristics shall be through the use of chemical admixtures. No increase in water content or water to cement ratio will be allowed.

3.02 Testing

A. CDF shall be tested for plastic unit weight. Plastic unit weight shall not deviate more than ±10 percent of theoretical unit weight shown on the approved mix design. Unit weight shall be determined in accordance with ASTM C138.

B. CDF's consistency shall be tested by the slump method. The slump shall be measured in accordance with ASTM C143.

3.03 Placement

A. CDF may be placed by chutes, conveyors, buckets or pumps depending upon the application and accessibility.

B. For trench backfill, CDF shall be placed continuously. To contain CDF when filling long open trenches or open-ended structures in stages, the end points shall be adequately bulkheaded to prevent movement. Methods may include bulkheading with sandbags, earth dams, forms or stiffer mixtures of CDF. CDF shall be placed from the centerline of mainline utilities to the bottom of the excavation.

C. Pavement may be placed directly upon the CDF as soon as the surface withstands the paving process without displacement or disruption. If the placement of the CDF is not completed in time to allow permanent paving to be completed the same day, the Contractor shall prevent traffic contact with the CDF until paving is completed.

D. If traffic is to be placed directly over CDF, steel trench plates shall be provided by the Contractor to span trenches where required to provide passage for vehicles and other equipment

END OF SECTION

SECTION 02519

CONDUCTIVE TRACER WIRE FOR NONMETALLIC PIPE INSTALLATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section covers the requirements for the installation of a conductive tracer wire during the installation of nonmetallic water distribution pipelines. It will be used for locating the pipelines, laterals, services and appurtenances with an electronic pipe locator after installation.

B. All materials and installation shall be in accordance with the standards and specifications of the Solano Irrigation District, latest revisions.

1.02 SUBMITTALS

A. The Contractor shall submit the manufacturer's data on materials furnished that indicate compliance with the specifications regarding materials used.

1.03 MEASUREMENT AND PAYMENT

A. There is no separate payment for the supply and installation of tracer wire on any construction or installation of water main by the Contractor. The Contractor shall consider the supply and installation of the tracer wire incidental to all construction of water main.

PART 2 MATERIALS

2.01 TRACER WIRE

A. Open-Trench Installation: Direct burial THWN-2 sheathed cable consisting of minimum 30mil PVC moisture resistant insulation and a minimum 5mil nylon jacket over #8 AWG 19 strand copper conductors per ASTM B3 and with a total approximate diameter of 0.217" O.D. For raw water (non-potable) pipelines the tracer wire color shall be "purple" such as that manufactured by Cerrowire's Vinylon PVC/Nylon wire part number 112-4009 or an approved equal.

B. Pipe Burst, Directional Bore or Jacked Installations: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating. Color shall be "blue" for domestic water (potable) pipelines and "purple" for raw water (non- potable) pipelines. Manufactured by Copperhead Industries part number 1245- HS, or approved equal.

2.02 CONNECTORS

A. Splices along the continuous run of tracer wire for repair of a wire break or replacement of failed segment of wire shall use wire connectors which securely connect two or more wires, effectively moisture seal by means of a dielectric non-hardening silicone sealant, manufacturer approved for direct burial and rated for a

minimum of 50V.

B. Branch connections for laterals, turnouts, services and appurtenances shall use Dry Conn Direct Bury Lug Aqua, or approved equal. Approved alternatives must securely connect one or two wires to the main trace wire without cutting the main trace wire, effectively moisture seal by means of a dielectric non-hardening silicone sealant, manufacturer approved for direct burial and rated for a minimum of 50V.

2.03 TRACER WIRE ACCESS BOXES

A. For locations where valve boxes are not present, the tracer wire access point shall be composed of one Traffic G05 Christy Box with cast iron over marked “Test”, or approved equal, installed at each proposed access point as indicated on the plans and as described in 3.01.D below.

PART 3 EXECUTION

3.01 INSTALLATION

A. Tracer wire shall be installed on all water mains and appurtenances. The wire shall be installed in such a manner as to be able to properly trace all pipelines and services without loss or deterioration of signal or without the transmitted signal migrating off the tracer wire.

B. Tracer wire shall be installed in the same trench and inside bored holes and casing with pipe during pipe installation. It shall be secured to the pipe as required to insure that the wire remains adjacent to the pipe. The tracer wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all trace wire access points.

C. Except for approved spliced-in repair or replacement connections, tracer wire shall be continuous and without splices from each trace wire access point.

D. Tracer wire access points shall be accessible at all new water valve boxes, water meter boxes, blowoffs, ARVs, fire hydrants, irrigation turnouts and access manholes. Concentrations of multiple proposed valves near pipe intersections, i.e. tees or crosses, may require more than one access point assembly in each concrete valve box collar. Tracer wire access points shall be within public right- of-way or public utility easements.

E. If the spacing of valves and meters is greater than one-half (1/2) mile, the tracer wire shall be looped up in a 2” PVC pipe to be located at a right-of-way fence line or at a cross fence line, as applicable, for protection. A PVC cap shall be placed on the 2” pipe when used, but it shall not be solvent welded onto the pipe.

F. At the point of connection between ductile iron water mains, with any non-iron water main, the tracer wire shall be properly connected to the iron pipe with a cad weld or approved equivalent. Tracer wire welds shall be completely sealed with the use of an approved mastic type sealer specifically manufactured for underground use. Mastic shall be applied in a thick coat a minimum of one- quarter inch (1/4”) thick and shall be protected from contamination by the backfill material with the use of a plastic membrane.

G. Tracer wire shall be laid flat and securely affixed to the pipe at 10-foot intervals. The wire shall be protected from damage during the execution of the works. No breaks or cuts in the tracer wire or tracer wire insulation shall be permitted. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the water main.

H. At all water main end caps, a minimum of 6 feet of tracer wire shall be extended beyond the end of the pipe, coiled and secured to the cap for future connections. The end of the tracer wire shall be spliced to the wire of a six-pound zinc anode and is to be buried at the same elevations as the water main.

3.02 BRANCHED CONNECTION

A. Connections between the main line tracer wire and branch connection tracer wire shall only be allowed at services, ARVs, blowoffs, irrigation turnouts and laterals.

B. The branch connection tracer wire shall be a single tracer wire properly spliced to the main line tracer wire. Dry Conn Direct Bury Lug Aqua water tight connectors, or approved equal, shall be used to provide electrical continuity. DIRECTIONAL BORING OR PIPE BURSTING

C. For directional boring or pipe bursting installations, two #12 tracer wires, listed above, shall be installed with the pipe and connected to the tracer wire at both ends, or cad welded to the existing iron pipe at both ends.

D. The tracer wires shall be laid flat and securely affixed to the top and side of the pipeline at five maximum foot (5') intervals to insure its placement during the boring operation.

3.03 TESTING REQUIREMENTS

A. Contractor shall perform a continuity test on all trace wire in the presence of the Engineer or the Engineers' representative. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of the wire.

3.04 REPAIR / RESTORATION

A. At all repair locations where there is existing tracer wire, the tracer wire shall be properly reconnected and spliced as outlined above.

END OF SECTION

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SECTION 02520

CLEANING AND CCTV INSPECTIONS OF SANITARY SEWER

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. The television inspection shall be in accordance with these Special Provisions. The Contractor shall hire an independent television inspection service to perform the closed-circuit television inspection.

B. It is required that sewage flows be maintained. The operations of the Contractor shall not result in the interruption of sewage service to any customers of the City. Sewage must be controlled in a pipeline at all times and flows or leaks in the street or open ditches will not be allowed.

C. The Contractor shall provide whatever equipment, materials and services are necessary to see that service is continuously maintained, including the installation of temporary lines, temporary pumping equipment, and night or other overtime work.

D. When sanitary sewer main reconstruction has been completed and inspected, except as otherwise noted in these Special Provisions, the Contractor shall notify the Engineer in writing 2 working days in advance of the date for television inspection. The Engineer or their authorized representative shall be given the opportunity to be present during the inspection. Upon receipt of the completed televising inspection video discs and written logs, the Engineer requires 7 working days to review the video records and logs before giving written notice of acceptance and/or deficiencies of the lines to the Contractor.

E. This section is intended to provide the Contractor with general guidelines. It is the Contractor's responsibility to supply all labor, materials, equipment, and apparatus not specifically mentioned herein or noted on the Plans, but which are incidental and necessary to complete the specified work.

1.02 SUBMITTALS

A. The Contractor shall supply plans and specifications for this work to the televising contractor with manhole numbers, street names, addresses and any other information required to facilitate the work.

B. Submit description of cleaning equipment and methods.

C. Submit description of CCTV inspection equipment, sample CCTV inspection logs, and recordings (CD or DVD).

D. Provide to the Engineer pre- and post-construction video recording and suitable log for each sewer line. All video inspections shall utilize CD or DVD for documentation. Unedited video recordings and a suitable log of the inspection shall be provided to the Engineer five working days prior to rehabilitation and within three working days after rehabilitation.

1.03 PREVIOUS INSPECTION VIDEO RECORDINGS

A. Video recordings of some of the sewers to be rehabilitated are available for viewing. To view existing video, Contractor shall provide an external hard drive or USB drive to the City. Allow 3 working days for videos to be placed on the drive. Contractor shall pick up the drive from City offices. The Owner makes no express or implied guarantee as to the accuracy or the completeness of the information contained on the video recordings. The Contractor must make their own judgement as to the condition of the sewers and the quantity of cleaning necessary and must not rely on the description provided on the video recordings.

PART 2 – MATERIALS

2.01 CCTV CAMERA

A. A pan and tilt color camera shall be used for all video inspection of main lines and shall be one specifically designed and constructed for such inspections. The camera shall be mounted on adjustable skids or a tractor to keep it in the center of the pipe.

B. The camera shall be 360-degree radial view, color image camera capable of rotating to look directly up tee and wye connections.

C. Lighting for the camera shall be supplied by a lamp on the camera, capable of being dimmed or brightened remotely from the control panel. The lighting system shall be capable of lighting the entire periphery of the pipe.

D. The camera shall be operative in 100% humidity conditions and shall have a minimum of 330 lines of resolution.

E. The camera equipment shall produce a continuously monitored color picture, which will have the resolution capability to discern small hairline cracks and other minor and major defects in the sanitary sewer line. The camera equipment shall be capable of producing digital still pictures for permanent record as required.

F. The camera shall be self-propelled or pulled by a cable winch from the downstream manhole, through the line along the axis of the pipe, at a uniform rate of 1/2 foot per second maximum.

PART 3 – EXECUTION

3.01 RECORDINGS

A. The televising of all lines shall be recorded on CD/DVD disc(s). CD/DVD format video of the televised lines shall become property of the City.

B. All manhole numbers, line segments, defects, laterals, sags etc. will be noted on video by display and voice, describing said problem or lateral including footage.

C. Every TV run (MH-MH, MH-cleanout and laterals) shall be recorded as separate files, with the name of the file being the MH and/or cleanout numbers, or the address of the laterals.

3.02 CLEANING OF EXISTING SEWER MAINS

A. Any line cleaning that the Contractor is required to do in order to televise the lines will be included and no additional compensation will be allowed. All lines shall be flushed clean with a high-pressure commercial sewer flusher unit or by balling prior to televising. If required to televise an existing line it may be necessary to remove roots, grease or other obstructions prior to flushing per these Special Provisions. The equipment shall be appropriate for the type of obstruction being removed and shall not damage the pipe in any way. Cleaning equipment and methods shall be reviewed and approved by the City prior to use. All debris shall be trapped at the first downstream manhole and removed. Debris will be hauled to an appropriate disposal site at the Contractor’s expense.

B. After flushing and prior to televising, an approved source of water will be discharged into the upstream manhole or mainline cleanout until water flows out of the downstream manhole. This is to be done no more than 24 hours before the video inspection takes place. High pressure flushing of the line is not to be considered as a substitute for this requirement. This shall be done to ensure that all dips or sags are filled before televising, if the sanitary sewer has live flow, the Engineer may waive this requirement. Live flows that are greater than the depth of the gauge shall be temporarily plugged upstream and bypass pumped to allow for proper televising.

C. The television contractor is responsible for all stuck, broken or lost equipment and shall bear

all necessary costs to retrieve or replace said equipment including dig ups.

D. The Contractor must obtain permission from the Engineer prior to the removal of any manmade or natural obstruction needed to complete this work. Any item removed must be replaced in kind to the satisfaction of the Engineer and will be done at the Contractor's expense.

3.03 CCTV INSPECTION PROCEDURES

A. During this inspection, the Contractor shall be present to observe the televising inspection. Acceptance of any portion of the sanitary sewer work shall not be given in the field at the time of televising.

B. The following video tape observations shall be considered defects in the construction of the sewer pipelines and will require corrections prior to acceptance:

1. Off grade 0.08 foot, or over, deviation from grade
2. Joint separations over 3/4";
3. Offset joints;
4. Chips in pipe ends none more than 1/4" deep;
5. Cracked or damaged pipe or evidence of the presence of an external object bearing upon the pipe (rocks, root, etc.);
6. Infiltration;
7. Debris or other foreign objects;
8. Other obvious deficiencies when compared to approved Plans and Specifications and these Standards.

C. If while conducting the initial television inspection for reconstructed sewers, the Contractor discovers areas that need correction, these corrections shall be made and the area televised again prior to submitting the logs to the Engineer for review. If footage of video that is not required for inspection, such as; areas known to need repair, stationary video footage in sanitary sewer lines other than where required and footage not of sanitary sewer facilities, the submittal will be rejected.

D. The televising contractor is responsible for all stuck, broken, or lost equipment and any damage to sanitary sewer facilities due to their operations and shall bear all necessary costs to retrieve or replace said equipment and make required repairs to sanitary sewer facilities.

E. Any damage to facilities or obstruction to service caused by the televising operations shall be corrected immediately by the Contractor at no cost to the City.

F. The Contractor shall obtain permission from the Engineer prior to the removal of any manmade or natural obstruction needed to complete this work. Any item removed shall be replaced in kind to the satisfaction of the Engineer and will be done at the Contractor's expense.

G. Where infiltration in the sanitary sewer line is suspected, the camera shall be stopped for at least 30 seconds in the area of question and the camera shall pan and/or tilt as needed to ascertain that infiltration is occurring and the possible cause. The camera shall stop at all lateral connections, defects, sags, etc. for a period of at least 10 seconds and the camera shall pan and/or tilt as needed so that all portions of the connection or defect that is visible from within the main line can be completely inspected.

H. Each pipe run between manholes being inspected may be required to be isolated from the remainder of the line by the use of a line plug to insure total viewing of the inside periphery of the pipe. The inspection shall be performed in a forward and/or backward

direction according to line conditions at the time of the inspection. Every effort shall be made by the Contractor to televise in the same direction as the flow, especially during live flow conditions. The Engineer must approve any video inspection that goes against the flow.

I. Telephones, sound, power, communication systems, or other suitable means of communication shall be set up between the winch at the downstream manhole and the monitor control and operations van unless camera tractor is used.

J. The Contractor shall keep a copy of the written logs on site that clearly show the exact location, in relation to the starting manhole/mainline cleanout or lateral cleanout, of each following item discovered during the television inspection; infiltration points, lateral locations, cracks, open/pulled joints, roots, broken or collapsed sections, grease, debris, location of dips (starting and ending footage plus depth), and any other discernible features. In addition to the items noted, the video and written logs shall also note; name of project, general contractor, date, line size, length of section, manhole condition and live flow. Measurement for location of defects shall be at ground level by means of a metering device. Markings on the cable, or the like, which would require interpolation for depth of manhole or lateral cleanout will not be allowed. Measurement meters will be accurate to plus or minus one foot in a thousand and must show on video. A one-inch depth gauge pulled or pushed in front of the camera is required for all main lines up to and including 12-inch. For any line larger the Contractor shall verify required gauge size with the Engineer prior to scheduling television inspection. Measurement of laterals must be recorded on video and written log from bottom of cleanout to main and bottom of cleanout to connection at existing lateral.

K. The following conditions shall exist prior to the final television inspection:

1. All sanitary sewer lines shall be installed, backfilled and compacted.
2. All structures shall be in place, all channeling complete and all pipelines accessible from structures.
3. All other underground facilities, utility piping and conduit shall be installed and accepted by the Engineer.
4. Mainlines to be inspected shall be balled/high pressure flushed and mandrel tested.
5. Laterals to be inspected shall be flushed.
6. The final air or water test on lines shall have been completed.

L. Deficiencies revealed by the television inspection, in the opinion of the Engineer, shall be repaired by the Contractor to the satisfaction of the Engineer. After all required repairs are completed the areas of repair shall be televised again at the Contractor's expense.

END OF SECTION

SECTION 02525

SEWER FLOW CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Flow control of existing sewer flows is required for the method of construction specified. The City has implemented a bypass and will maintain this bypass for the duration of the project. It shall be the Contractor's responsibility to protect the City's bypass operation in place . If additional bypass capacity and or points of intrusion are encountered during the project the Contractor shall provide additional bypass capacity and maintain at all times the sewer flows throughout the Project site and from the adjacent properties.

B. Contractor's Use of The Site shall be in accordance with Article 6.05 of the General Conditions. All notifications shall comply with the time restrictions as stipulated in the Article.

C. To the extent possible, Contractor shall schedule work so that all sewer flow control is performed during dry weather periods. Bypass pumping during rainstorms will not be allowed.

D. Coordinate directly with residents and business to minimize wastewater flows during the scheduled work.

E. The Contractor may work with residents and businesses to minimizes discharge to the sewer and may utilize temporary plugging or flow stoppage from the laterals during the work period if no adverse back up of sewage occurs at connected building, otherwise the Contractor shall actively bypass pump from lateral connections and/or cleanouts.

1.02 SUBMITTALS

A. Submit bypass pumping and/or diversion plans for review by the Engineer at least 7 working days prior to the work.

B. Plan for bypass pumping shall be approved by the Engineer before the Contractor will be allowed to commence bypass pumping.

C. Notify the Engineer two working days prior to commencing with the bypass pumping operation.

D. Submit shop drawings that identify the bypass pumping locations and methods with sufficient detail to assure that the work can be accomplished without sewage spill. The bypass pumping plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system.

E. Submit Traffic Control Plan which includes any restrictions related to the sewer flow control operation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING, BLOCKING, AND PUMPING

A. Provide bypass pumping and/or diversion when required for acceptable completion of the sewer installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, plugs, primary and standby pumps, appurtenances and bypass piping required to

maintain existing flows and services.

B. Engine generator systems shall be enclosed with a sound attenuated enclosure and shall produce noise emissions less than 60 decibels as measured 60 feet away, if bypass pumping is allowed between the hours of 6 PM and 7 AM.

C. Bypass pumping shall be done in such a manner as not to damage private or public property or create a nuisance or public menace. The sewage flow control piping shall be completely leak free, that is adequately protected from traffic and shall be redirected into the sanitary sewer system. Dumping, leaks or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

3.02 MONITORING

A. Take all necessary precautions including constant monitoring of bypass pumping to ensure that no private residences, businesses or school facilities are subjected to a sewage backup or spill. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.

END OF SECTION

SECTION 02530

SANITARY SEWERS

PART 1 – GENERAL

1.01 Summary

This work shall include the furnishing of all the labor, materials, tools and equipment to construct and complete in an efficient and workmanlike manner the installation of the sanitary sewer mains and laterals in accordance with the approved plans, standard details and these specifications.

1.02 References

A. Section 2540 - Sewer Mains

B. Section 2550 - Sewer Laterals

C. Section 2560 - Sewer Manholes

PART 2 – MATERIALS

2.01 The source and supply of materials shall be approved by the City Engineer.

2.02 Materials for manholes, trunk sewers, main sewers, or side sewers installations shall be as indicated on the drawings, City Standard Details and in accordance with the requirements in Sections 02540 – Sewer Mains, 02550 – Sewer Laterals, and 02560 Sewer Manholes.

PART 3 – EXECUTION

3.01 The work shall be done under the supervision and to the complete satisfaction of the City and in accordance with the laws of the State of California.

3.02 The City Engineer shall at all times have access to the work during its construction, and the Contractor shall provide proper and safe facilities for such access and inspection.

3.03 The City Engineer shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications.

3.04 All work done and all materials furnished shall be subject to the City Engineer's inspection and approval.

3.05 The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the City Engineer and accepted or estimated for payment.

3.06 The Contractor, shall, at any time when requested, submit to the City Engineer properly authenticated documents or other satisfactory proof as to his compliance with the requirements of these Specifications.

3.07 Installation of manholes, trunk sewers, main sewers, or side sewers shall meet the requirements in Sections 02540 – Sewer Mains, 02550 – Sewer Laterals, and 02560 Sewer Manholes.

3.08 Attention is directed to the Standard Details for additional details and requirements pertinent to manholes, trunk sewers, main sewers, or side sewers installations.

3.09 All sewer line connections to manholes, trunk sewers, main sewers, or side sewers shall be inspected at the Contractor's expense.

3.10 Inspection of manholes, trunk sewers, main sewers, or side sewers shall be completed in accordance with the requirements in Sections 02540 – Sewer Mains, 02550 – Sewer Laterals, and 02560 Sewer Manholes.

END OF SECTION

SECTION 02540

SEWER MAINS

PART 1 – GENERAL

1.01 Summary

This work shall include the furnishing of all the labor, materials, tools and equipment to construct and complete in an efficient and workmanlike manner the installation of the sanitary sewer mains in accordance with the approved plans, standard details and these specifications.

1.02 References

A. Section 02520 – Cleaning and CCTV Inspections of Sanitary Sewer

B. Section 02530 – Sanitary Sewers

C. Section 02550 - Sewer Laterals

D. Section 02560 - Sewer Manholes

PART 2 – MATERIALS

2.01 General

The source and supply of materials shall be approved by the City Engineer.

2.02 Gravity Sewer Pipe

A. Polyvinyl Chloride (PVC) Pipe – Unless otherwise approved by the City Engineer, all sanitary sewer piping shall be PVC and meet the following minimum requirements:

1. Pipe and fittings shall, at a minimum, conform to the requirements of A.S.T.M. Designation D3034 as they apply to SDR 26 PVC sewer pipe using an elastomeric gasket joint in a bell and spigot assembly system.

2. The use of this pipe for sanitary sewer mains shall be restricted to 6- to 15-inch diameters and shall be used within residential areas only where there is no possibility of commercial or industrial waste flowing through the pipe.

3. Trench depths shall be a minimum of 6 feet and shall not exceed 15 feet.

B. Ductile Iron Pipe (DIP) – In instances where the cover over the pipe exceeds 15 feet or the City Engineer otherwise approves, sewer piping of DIP meeting the following minimum specifications shall be used:

1. Pipe and fittings shall conform with the requirements of ANSI/AWWA C151/A21.51 and shall have a minimum 35 mil polyethylene lining in conformance with A.S.T.M. Designation D1248.

2. Class of pipe shall be as specified on the plans.

C. Vitrified Clay Pipe, where approved for use by the City Engineer shall be extra strength, bell and spigot, conforming to A.S.T.M. Designation C700 as it applies to unglazed vitrified clay pipe.

2.03 Other Pipe shall be as specified by the City Engineer and as specified on the approved plans.

2.04 Joints and Couplings

A. Polyvinyl Chloride joints shall be bell and spigot using an elastomeric gasket which meets the requirements of A.S.T.M. Designation D3212. No solvent weld joints will be allowed.

B. Banded Rubber Couplings shall conform to the requirements of A.S.T.M. Designation C425 and shall be shear banded.

C. Vitrified Clay Pipe joints shall be resilient material conforming to the requirements of A.S.T.M. Designation C425.

2.05 Fittings

All fittings shall be manufactured of the same materials as the pipe and installed in accordance with City Standard Details.

2.06 Conductor Pipe

A. Pipe used as a conductor pipe under a structure, highway, railroad or similar obstacle shall be welded steel pipe. Any protective lining, coating, or cathodic protection shall be as shown on the plans or specified in the Special Provisions.

B. Welded steel pipe shall be manufactured of steel meeting the requirements of A.S.T.M. Designation A1011, Commercial Grade. The method by which the pipe is manufactured shall comply with one or more of A.S.T.M. Specifications: A-134, A-135, or A-139. The pipe shall be welded by either the electric-resistance or electric-fusion process, with either spiral seam welded joint or straight seam welded joint. All joints shall be butt welded.

C. When the conductor pipe is to be installed by boring and jacking, the minimum wall thickness shall be 1/4 inch for sizes up to and including 24 inches in diameter, and 5/16 inch for sizes 27 inches to 36 inches in diameter, unless otherwise specified.

PART 3 – EXECUTION

3.01 All sanitary sewer pipe installations shall be accomplished as specified herein except where modified by the requirements specific to the various types of pipeline materials specified. PVC pipe shall be installed per manufacturer's recommendation or as otherwise directed by the City Engineer.

3.02 All sewer pipe shall be laid with a minimum of 12 inches vertical clearance from water and 6 inches clearance from all other improvements and utilities, unless otherwise approved by the City Engineer. Refer to the pipe cover requirements in Section 5 of the Engineering Design Standards for minimum cover requirements. Water and sewer lines shall meet minimum vertical and horizontal separation requirements as stipulated by the California Department of Public Health under Section 64572, Title 22, of the California Administrative Code. Where the horizontal separation between sewer and water lines is less than 10 feet or where a sewer line crosses over the top of a water line, special requirements shall apply for the type of pipe used and the location of joints.

3.03 All pipe shall be laid to conform to the prescribed line and grade as shown on the plans and each pipe length checked to the grade line which the Contractor establishes from the grade stakes.

3.04 The grade line shall be established before any pipe is laid in the trench. For pipes with slopes greater than 1%, the string line set for trenching purposes may be used as the grade line. For pipes with slopes less than 1%, either: (1) a grade line shall be established in the bottom of the trench such that the top of each bell will touch the line when the pipe has been properly positioned or, (2) a grade line shall be established above the trench on firmly

secured batter boards from which the grade of each pipe can be checked by using a grade pole.

3.05 Alternate use of commercial LASER grade setting systems in lieu of string lines specified herein are acceptable when the following requirements and conditions are met:

A. The Contractor shall have the responsibility of providing an instrument operator who is qualified and trained in the operation of the LASER and said operator must adhere to the provisions of the State of California Construction Safety Orders issued by the Division of Industrial Safety. Attention is particularly directed to Sections 3382 1800, and 1801 of said Orders for applicable requirements.

B. All LASER control points shall establish benchmarks or construction off-set stakes identified on cut sheets and set in the field for the work. LASER set up points shall be these control points or points set directly from them by instrument.

3.06 Each length of pipe shall be laid on compacted, approved bedding material as specified and shall have full bearing for its entire length between bell holes excavated in said bedding material to allow for unobstructed assembly of all bell and spigot joints. "Stabbing", "Swinging In", or "Popping On" spigot ends of pipe into bell ends will not be permitted. After jointing is accomplished, all annular spaces between pipe and bell holes shall be packed with bedding material, taking care not to damage, move or lift the pipe from its bedding support.

3.07 Adjustments of pipe to line and grade shall be made by scraping away or filling in and tamping approved material under the body of the pipe. No wedging or blocking to support the pipe will be permitted.

3.08 A sewer line, unless otherwise approved by the City Engineer, shall be laid, without break, upgrade from point of connection to existing sewer and with the bell end forward or upgrade. Pipe shall not be laid when the City Engineer determines that the condition of the trench or the weather is unsuitable. When pipe laying is not in progress, the forward end of the pipe shall be kept effectively closed with an approved temporary plug or cap.

3.09 Sewer pipes, branches, stubs, or other open ends which are not to be immediately connected, shall be plugged or capped with a standard watertight plug or cap, as approved by the City Engineer for use in the particular installation. The plug or cap shall be placed on a standard end.

3.10 Pipe, entering or leaving manholes or other structures shall have joints within 2-1/2 feet of the manhole base.

3.11 In all cases, flexibility of joints in or at the manhole base shall be preserved to prevent damage to the pipe by differential settlement.

3.12 All sewer line connections to manholes, trunk sewers, main sewers, or side sewers shall be left uncovered until after the inspection has been made. After approval of the connection, the trench shall be backfilled as specified. The City Engineer may, at his discretion, require special pipe to be laid in areas that are potentially unstable or subject to settlement.

3.13 If the sewer is to be laid in an area that is to be filled, and the cover prior to filling is less than 5 feet, the pipe shall not be laid until the area has been filled to a level 5 feet above the proposed pipe and compacted to 90% relative compaction, unless otherwise authorized by the Engineer.

3.14 When a new sewer is extended from other than an existing manhole and the first new manhole upstream of the connection establishes conditions prescribed in Section 5.01 of the Design Standards, the Contractor installing such new facilities shall also be responsible for installing backwater prevention devices in conformance with said section on existing side sewers so affected.

3.15 All sewer mains, laterals, and appurtenances shall have a direct burial wire laid above the top of pipe before backfilling. The wire shall be installed and spliced in accordance with the Standard Drawings to form a set of continuous electrical conductors throughout the pipe system. Wire shall be #10 AWG single strand wire with insulation.

3.16 Testing of Sewer Lines, Laterals and Manholes

A. All leakage tests for sewer lines shall be completed and approved after backfilling and prior to placing of permanent surfacing.

B. All manhole testing shall conform to ASTM C1244 - Standard Test Methods for concrete sewer manholes by the negative air pressure (vacuum) test.

C. Vacuum testing after backfilling and prior to permanent surfacing should only be performed after a successful non-backfill pre-testing has been completed by the Contractor.

3.17 Cleaning and Flushing

A. Prior to performing a leakage test, the pipe and lateral installation shall be thoroughly cleaned. Cleaning shall be performed by the Contractor by means of an inflatable rubber ball for both the pipe and laterals.

B. Balls shall be of a size that will fit snugly into the pipe and laterals to be flushed. The ball shall be placed in the last cleanout or manhole on the pipe to be cleaned, and water introduced behind it. The ball shall pass through the pipe with only the pressure of the water impelling it.

C. All debris flushed out ahead of the ball shall be removed at the first manhole where its presence is noted. If any wedged debris or damaged pipe and lateral shall stop the ball, the Contractor shall remove the obstruction.

D. When a new sewer is connected to an existing line, cleaning and flushing shall be carried out to the first existing manhole downstream from the point of connection.

3.18 PVC Deflection Test

After the PVC pipe is installed, cleaned, and ready to be air tested, according to our specifications, the pipe deflection shall be checked by means of a deflection mandrel, in the presence of the City Engineer. A rigid mandrel, with a circular cross section having a diameter, as indicated by the following table, shall be pulled through the pipe by hand. The minimum length of the circular portion of the mandrel shall be equal to the nominal inside diameter of the pipe.

Nominal Average Diameter (Inches)	Average Inside Diameter (Inches)	Base Inside Diameter (Inches)	7.5% Deflec. Mandrel Diameter (Inches)
4 SDR35	3.961	3.909	3.616
6 SDR35	5.893	5.742	5.312
8 SDR35	7.819	7.665	7.090
10 SDR35	9.864	9.563	8.845
12 SDR26	11.480	11.103	10.270
18 SDR26	17.278	16.688	15.436
24 SDR26	22.918	22.102	20.444

From the Uni-Bell Plastic Pipe Association Handbook of P.V.C. Pipe, 5th Edition.

3.19 Any section of PVC pipe that does not permit passage of the deflection mandrel will not be accepted, and said section shall be properly repaired or replaced, and re-mandreled, as directed by the City Engineer.

3.20 All other testing shall be performed as required in these specifications for sanitary sewer pipe.

3.21 If, because of the additional required testing, any section of PVC pipe has to be repaired or replaced, that section shall be re-mandreled again as directed by the City Engineer.

3.22 Low-Pressure Air Test

A. After completing backfill of a section of sewer line, the Contractor shall at his expense, conduct a Line Acceptance Test using low pressure air. The test shall be performed using the equipment listed below, according to stated procedures and under the supervision of the City Engineer.

B. EQUIPMENT: Equipment used shall meet the following minimum requirements:

1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.

2. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.

C. All air used shall pass through a single control panel.

D. Three individual hoses shall be used for the following connections.

1. From control panel to pneumatic plugs for inflation.

2. From control panel to sealed line for introducing the low-pressure air.

3. From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

E. PROCEDURE:

1. At least two minutes shall be allowed for the air pressure to stabilize.

2. After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig is not less than the time shown for the given diameters in the following table:

Pipe Dia. (In)	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	6.0
15	7.0
18	8.0
24	11.5

3. If the installation fails to meet this requirement, the Contractor shall, at his own expense, determine the source of leakage. He shall then repair or replace all defective materials and/or workmanship and perform the air test as many times as necessary to achieve an acceptable test.

3.23 Safety

A. The air test may be dangerous if, because of ignorance or carelessness, a line is improperly prepared. It is extremely important that the various plugs be installed and braced in such a way as to prevent blowouts. Since a force of 250 lbs. is exerted on an 8-inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be dangerous.

B. As a safety precaution, pressurizing equipment should include a regulator set at 10 psi to avoid over-pressurizing and damaging an otherwise acceptable line. No one shall be allowed in the manholes during testing. If the test is not passed in two trials, the leak shall be located and repaired to the satisfaction of the City Engineer and the line shall be retested at the Contractor's expense.

C. The pressure gage used shall be supplied by the Contractor and shall have minimum divisions of 0.10 psi and shall have an accuracy of 0.04 psi. Accuracy and calibration of the gage shall be certified by a reliable testing firm.

3.24 T.V. Inspection

A. Prior to acceptance of any sanitary sewer line and laterals by the City, said line and laterals shall be inspected internally by television per specification Section 02520 – Cleaning and CCTV Inspections of Sanitary Sewer at the contractor's expense.

B. Defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe and laterals, infiltration points and debris in lines and laterals shall be corrected by the contractor at his expense. Testing and Inspection Records

All digital copies and reports of testing and T.V. Inspection become the property of the City to be used as "As Builts" for future reference.

END OF SECTION

SECTION 02550

SEWER LATERALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

This work shall include the furnishing of all the labor, materials, tools and equipment to construct and complete in an efficient and workmanlike manner the installation of the sanitary sewer laterals in accordance with the approved plans, standard details and these specifications.

1.02 REFERENCES

A. Section 2530 – Sanitary Sewer

B. Section 2540 - Sewer Mains

C. Section 2560 - Sewer Manholes

PART 2 – MATERIALS

2.01 Pipe shall be of the same type and class as that used for the main or SDR 26 PVC unless otherwise approved by the City Engineer.

2.02 Joints and Couplings for laterals shall be the same type and specifications as those used for the main.

2.03 Back of sidewalk cleanouts shall be constructed in accordance with the Standard Details.

PART 3 – INSTALLATION

3.01 All sanitary sewer lateral installations shall be accomplished as specified herein except where modified by the requirements specific to the various types of pipeline materials specified under Sections 02530 – Sanitary Sewers and 02540 – Sewer Mains.

3.02 Sewer pipes, branches, stubs, or other open ends which are not to be immediately connected, shall be plugged or capped with a standard watertight plug or cap, as approved by the City Engineer for use in the particular installation. The plug or cap shall be placed on a standard end.

3.03 All sewer line connections to manholes, trunk sewers, main sewers, or side sewers shall be left uncovered until after the inspection has been made. After approval of the connection, the trench shall be backfilled as specified.

3.04 Attention is directed to the Standard Details for additional details and requirements pertinent to lateral installations.

3.05 Whenever lateral lines are to be installed as part of the contract for the construction of the sewer main, the use of saddles will not be permitted.

3.06 That portion of any lateral line to be placed under an existing curb and gutter and/or sidewalk shall be done by boring or cutting and replacing the existing curb and gutter and/or sidewalk.

3.07 The lateral line shall have a clean-out at back edge of sidewalk as shown on the Standard Details. A cover box shall be installed. Laterals and cleanouts shall not be located in the driveway, unless approved by the City Engineer.

3.08 When a backwater prevention device is shown on the drawings, such installations shall be made after final grading around the building has been completed and at a location where sewage can overflow without serious property damage on adjacent areas.

3.09 It shall be the responsibility of the Contractor installing backwater prevention devices to see that informational notices, for present and future owners, regarding the importance of such devices are conspicuously posted upon the device and on the structure by said device.

3.10 All sewer laterals and appurtenances shall have a direct burial wire laid above the top of pipe before backfilling. The wire shall be installed and spliced in accordance with the Standard Drawings to form a set of continuous electrical conductors throughout the pipe system. Wire shall be #10 AWG single strand wire with insulation.

3.11 All pipe and lateral installation shall be thoroughly cleaned prior to performing a leakage test.

3.12 All leakage tests for sewer laterals shall be completed and approved after backfilling and prior to placing of permanent surfacing following the procedures and meeting the requirements specified for sewer mains in Section 02540 – Sewer Mains.

3.13 Cleaning shall be performed by the Contractor by following the procedures and meeting the requirements for cleaning sewer mains specified in Section 02540 – Sewer Mains.

3.14 The Contractor will be notified in writing of any deficiencies revealed by the television inspection that will require repair. If corrective work is indicated and the Contractor wishes to view the digital copy, he shall contact the City to set a time for viewing with the City Engineer.

3.15 Corrective work shall be done. The cost shall be borne by the Contractor.

3.16 Those portions of laterals that have been corrected must be re-televised and recorded and the digital copy and reports delivered to the City.

END OF SECTION

SECTION 02560

SEWER MANHOLES

PART 1 – GENERAL

1.01 Summary

This work shall include the furnishing of all the labor, materials, tools and equipment to construct and complete in an efficient and workmanlike manner the installation of the sanitary sewer mains and laterals in accordance with the approved plans, standard details and these specifications.

1.02 References

A. Section 2530 – Sanitary Sewer

B. Section 2540 - Sewer Mains

C. Section 2550 - Sewer Laterals

PART 2 – MATERIALS

2.01 Precast Manholes

A. Sanitary sewer manholes shall be of precast reinforced concrete conforming to A.S.T.M. Designation C478 except that the Portland Cement shall be Type II modified cement.

B. The manhole base, riser and cone shall have a minimum compressive strength of 4,000 psi at 28 days.

C. Dimensions for manholes and bases shall be constructed in accordance with the Standard Details.

D. Manholes Cones shall be eccentric, unless noted otherwise.

2.02 Cast-In-Place Manholes

A. The cast-in-place concrete base shall be 4,000 psi, 28 day concrete with 1-1/2 inch maximum size aggregate.

B. Dimensions shall be as shown on the Standard Details.

2.03 Manhole Cover and Frame

A. Iron castings for manhole covers and frames shall conform to A.S.T.M. Designation A48, Class 25 and be of the dimensions shown on the Standard Details.

B. All castings shall be sound and free from shrinkage cracks, blow holes, and other defects. All fins and burnt sand must be removed. Excessive porosity and spongy surfaces will constitute causes for rejection. The City Engineer shall be the judge as to whether the defects are sufficient to cause rejection.

C. The manhole cover shall seat evenly and firmly in the frame. Cast iron frames and covers shall be dipped or painted with asphalt which will form a tough, tenacious, non-scaling coating which does not tend to become brittle when cold or sticky when hot.

2.04 Manhole Throat

A. The throat of the manhole shall be made of precast concrete rings of the proper inside diameter.

B. The minimum depth of throat permitted shall be one 3-inch ring between the cone and the frame.

C. The maximum depth permitted shall be 18 inches of rings between the cone and frame.

PART 3 – INSTALLATION

3.01 Precast Manholes

A. All precast manholes shall be excavated and backfilled in conformance with the requirements of Sections 19-3.03E “Structure Backfill” of the State Specifications and installed as specified herein.

B. Manhole shall rest on firm, undisturbed soil.

C. All embedment materials under, around and at least 3 inches over all pipelines located within five feet of structure bases shall be compacted without jetting prior to barrel section placements.

D. All precast manholes shall be constructed to subgrade prior to jetting adjoining sewer pipeline trench and/or structure backfill where such method of compaction is permitted and used.

E. All joint surfaces of precast sections and face of manhole base shall be thoroughly cleaned prior to setting precast sections. The various sections shall be set in preformed plastic sealing gaskets of material.

F. Installation of gaskets - Apply one coat of primer to clean, dry joint surface (both tongue and groove) and allow to dry. Remove the paper wrapper from one side only of the two-piece wrapper on the gasket. The outside paper will protect the gasket and assure against stretching. Before setting the manhole section in the trench, attach the plastic gasket strips end-to-end to the tongue or groove of each joint, forming a continuous gasket around the entire circumference of the manhole joint.

G. Handling of barrel sections after the plastic gasket has been affixed shall be carefully controlled to avoid bumping the gasket and thus displacing it or contaminating it with dirt or other foreign material. Any gaskets so disturbed shall be removed and replaced if damaged and repositioned if displaced.

H. Care shall be taken to properly align the manhole section with the previously set section before it is lowered into position.

I. During cold or wet weather, lightly pass direct heat over the concrete joint surface until ice, frost and moisture are removed and surface to be primed is dry and warm immediately before application of primer. Direct heat shall also be passed over plastic gasket strips immediately prior to attaching them to joint surfaces and immediately prior to insertion of tongue into groove.

3.02 Cast-In-Place Manholes

A. Manhole shall rest on firm, undisturbed soil.

B. Manholes shall be constructed in accordance with the Standard Details.

3.03 Manhole Base

A. Where sewer lines pass through manholes, the pipe shall be laid continuously as a whole pipe. After the manhole base and precast sections have been placed and sufficient time has elapsed to allow all concrete and grout to set, the top half of the pipe within the manhole shall be carefully cut off and the sides mortared. All channels so formed shall be checked with a template and shall form a smooth flowing channel at all flow depths.

B. Temporary covers of 3/8 inch steel plate of sufficient size to adequately cover the opening shall be placed on the cone until the base is complete and the manhole casting shall then be installed. Suitably located ribs shall be welded to the underside of the cover to hold it in place during any grading operations.

3.04 Connections to Existing Manholes

A. Connections to existing manholes shall be made by carefully core drilling an opening in the wall of the manhole to fit the required boot size.

B. All connections to manholes shall be made using a resilient connector conforming to ASTM C 923, as made by Kor-N-Seal boot or approved equal, shall be watertight, and non-shrink grout shall be used.

C. All new branches shall be channelized according to size of pipe and direction of flow.

D. Before any work is started on adjusting or repairing a manhole, the channels in the base shall be covered with strips of wood and the entire base covered with a heavy piece of canvas. This cover shall be kept in place during all work. Upon completion of the work the wood strips and the canvas shall be removed from the manhole allowing no debris to fall or remain in the manhole.

3.05 Manhole Throat, Cover and Frame

A. When adjusting the manhole frame and cover to grade, the frame shall be wired to a 2" x 4" of sufficient length to span the excavation, and the throat completed to the right level.

B. Whenever the space between the bottom of the frame and the top of a ring is less than three inches, the void may be filled with concrete, poured against a suitable form on the inside of the structure.

C. When adjusting an existing manhole to grade and the total depth of the throat from the top of the frame to the bottom of the throat exceeds 24 inches, the upper portion of the manhole shall be removed to the first full-size manhole section. The upper portion shall then be reconstructed as outlined above.

3.06 Testing of Sewer Manholes

A. All manhole testing shall conform to ASTM C1244 - Standard Test Methods for concrete sewer manholes by the negative air pressure (vacuum) test. Vacuum testing after backfilling and prior to permanent surfacing should only be performed after a successful non-backfill pre-testing has been completed by the Contractor.

B. Testing procedures shall be specified in ASTM C1244 (latest revision)-Standard Test Method for Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.

C. The test head shall be placed at the top of the manufacturers' recommendations.

D. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off.

3.07 The manhole shall pass if the time for the vacuum reading to drop from 10 inches to 9 inches does not exceed the allotted time per ASTM C1244-11.

END OF SECTION

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SECTION 02740

STREETS - GENERAL

PART 1 – GENERAL

1.01 Summary

The work specified in Sections 02740 through 02743 covers the materials, installation and other requirements associated with any work performed within the public right-of-way and the construction of street and other related improvements.

1.02 Related Sections

A. Section 02300 - Grading

B. Section 02305 - Trenching, Excavation, Backfilling and Compacting

C. Section 02741 - Subgrade

D. Section 02742 - Aggregate Base

E. Section 02743 - Asphalt Concrete

F. Section 02770 – Sidewalk, Curb, Gutter, and Driveways

G. Section 02780 - Traffic Striping and Pavement Markings

1.03 Public Convenience

Access to the City's streets system and adjoining properties are of critical importance. The convenience of the public, the use of the City streets system, and the impacts of any work proposed within the City's street rights-of-way shall be done in a manner that minimizes the extent and duration or lane and road closures to the maximum extent practicable. No travel lanes shall be closed or impacted by construction without a city-approved traffic control plan. No streets shall be closed to through traffic without the written approval of the City Engineer.

1.04 Temporary Traffic Control

An encroachment or other permit shall be obtained by the contractor prior to performing any work that will impact vehicle, bicycle or pedestrian traffic. It is the responsibility of the Contractor to prepare and submit a Traffic Control Plan (TCP) for approval by the City Engineer prior to beginning construction. The TCP shall comply with Part 6, Temporary Traffic Control of the MUTCD, latest edition. Work shall not begin until the plan is approved by the City Engineer.

1.05 Traffic Control Plan

A. The content of the Traffic Control Plan shall comply with all requirements included in City issued encroachment permits and the following:

1. Show location and limits of the work zone.

2. Give dimensions of lanes affected by traffic control that will be open to traffic.

3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.

4. Dimension location of signs and cone tapers.

5. Identify side streets and driveways affected by construction and show how access will be maintained.

6. Show how pedestrian traffic will be handled through the construction site.

7. Demonstrate how two-way traffic will be maintained.

1.06 Storage of Materials

No construction equipment or materials may be stored within the City right-of-way without an encroachment permit expressly allowing such storage or other written approval of the City Engineer

1.07 Recycled Materials

A. Due to the nature and variability of recycled aggregates and other materials, only those recycled materials allowed by law or by the City Engineer will be considered by the City.

B. Contractor's wishing to use recycled materials or materials with recycled components shall make a submittal to the City Engineer and include a proposed QA/QC program to be implemented by the Contractor to ensure compliance with the City Standard Specifications.

C. If approved, the City Engineer may condition the approval of such submittals on the reimbursement by the Contractor to the City for the City's own compliance testing at the frequencies specified by the City Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02741

SUBGRADE

PART 1 – GENERAL

1.01 Section Includes

The work shall include the scarifying, grading, compacting, testing and all other work required to prepare a uniform and stable surface to receive geotextile fabric and base rock under streets, curbs, gutters, driveways, walls, and similar structures.

1.02 Related Sections

A. Section 02300 - Grading

B. Section 02305 - Trenching, Excavation, Backfilling and Compacting

C. Section 02740 - Streets – General

D. Section 02742 - Aggregate Base

E. Section 02770 - Sidewalk, Curb, Gutter, and Driveways

PART 2 – MATERIALS

2.01 Lime Treatment

A. Lime treatment shall not be allowed as an additive to increase the bearing capacity of native soils and the reduction in engineered fill required to support any structural section or structure to be placed above it.

B. If requested by the contractor and supported by a geotechnical report, the City Engineer may approve the addition of lime to the subgrade as a drying agent to promote stability.

C. If so approved, the lime base shall not be considered as a structural element in determining the design and thickness of overlying materials. The structural design shall be based on the untreated, native soils.

PART 3 – EXECUTION

3.01 Grade Tolerance

Immediately prior to placing subsequent layers of material, the grading plane of the basement material shall not vary more than 0.05 foot above or below the design grade.

3.02 Subgrade Stability/Deflection Test

A. The contractor shall be required to furnish loaded trucks for the purpose of testing the load bearing capacity of the finished subgrade or fill material.

B. Total gross load per rear axle shall be 16,000 pounds. Tire pressure must be over 65 pounds.

C. If the tested surface shows a visible defection extending more than 6 inches from the wheel track at the time of loading, or a visible crack remains after loading, the contractor shall take corrective measures.

3.03 Relative Compaction

A. Relative compaction of 92 percent shall be used in lieu of 95 percent required in the State Specifications unless otherwise specified.

B. In excavated areas, the top 0.5-foot of undisturbed material shall be compacted to

92 percent.

C. All fill material shall be considered as embankment construction and compacted to 95%.

END OF SECTION

SECTION 02742
AGGREGATE BASE

PART 1 – GENERAL

1.01 Section Includes

The work shall include the placement, moisture conditioning, grading, compacting, and all other work required to the placement of aggregate base in the manner, location, and thicknesses indicated on the approved plans, standard details, and elsewhere in these Standard Specifications.

1.02 Related Sections

A. Section 02300 - Grading

B. Section 02305 - Trenching, Excavation, Backfilling and Compacting

C. Section 02740 - Streets – General

D. Section 02741 - Subgrade

E. Section 02743 - Asphalt Concrete

F. Section 02770 - Sidewalk, Curb, Gutter, and Driveways

PART 2 – MATERIALS

2.01 Aggregate Base

A. Unless otherwise indicated on the approved plans, all aggregate base shall conform with Section 26 of the State Specifications and shall be 3/4-inch maximum Class 2 AB, except the third, fourth and fifth paragraphs of section 26-1.01D(3) “Department Acceptance,” and line item 5 of section 26-1.02A “General” shall not apply.

B. Thickness shown on the plans shall be the minimum section allowed. Under no circumstances will the use of Recycled Aggregate Base be allowed within the street structural section. Recycled AB may be used for trench backfill and outside the structural section of a roadway if approved by the City Engineer on a case-by-case basis.

C. See Section 02740, Streets – General for requirements associated with the use of recycled materials.

PART 3 – EXECUTION

3.01 Aggregate Base Under Asphaltic Cement or Concrete Pavements

A. Aggregate base placed under asphalt or concrete pavements, including but not limited to streets, curbs, gutters, sidewalks, and driveways, shall comply with Section 26-1.03 State Specifications.

B. Unless otherwise specified in the City Standard Details, compaction shall be a minimum of 95%.

3.02 Aggregate Base in Pipe Bedding, Trench or Structural Backfill

A. Aggregate base used as pipe bedding, trench or structural backfill in utility trenches shall have a uniform moisture content that is suitable to obtain the required compaction.

B. The AB shall be placed in lifts not exceeding 12-inches and compacted. Thinner lifts shall be sued if conditions and/or compaction equipment cannot obtain the required compaction.

C. Unless otherwise specified, the minimum compaction shall be 95%.

END OF SECTION

SECTION 02743

ASPHALT CONCRETE

PART 1 – GENERAL

1.01 Summary

The work shall include the grade preparation, prime coat, placement, grading, compacting, tack coat, moisture conditioning, grading, compacting, and all other work required to the placement of aggregate base in the manner, location, and thicknesses indicated on the approved plans, standard details, and elsewhere in these Standard Specifications.

1.02 Related Sections

A. Section 02740 - Streets – General

B. Section 02742 - Aggregate Base

C. Section 02780 - Traffic Striping and Pavement Markings

1.03 General Requirements

Unless otherwise indicated herein or on the approved plans, all asphalt concrete products, materials and execution shall conform with Section 39 of the State Specifications.

PART 2 – PRODUCTS

2.01 Asphaltic Concrete

A. All asphalt concrete shall be Type A.

B. Aggregate gradation for residential streets and the final lift on commercial streets shall be ½" max. medium.

C. Aggregate gradation for industrial streets, frontage roads and lower lifts in commercial areas shall be ¾" max. medium.

D. Paving asphalt shall be PG70-10.

E. Contractor shall submit a mix design for asphalt concrete for the review and approval of the City Engineer prior to the start of work or utilize an approved mix design on file with the City Engineer.

F. See Section 02740, Streets – General for requirements associated with the use of recycled materials.

2.02 Asphaltic Emulsions

A. Prime coat shall be MC-70.

B. Tack coat and fog seal shall be SS-1.

PART 3 – EXECUTION

3.01 Asphalt Concrete Pavement

A. Asphalt concrete shall be spread according to the following:

Total Thickness Shown on The Plans *	No. Layers	Top Layer Grading Thickness	Next Lower Layer Grading Thickness	All Other Lower Layers Grading Thickness

		Min.	Max.	Min.	Max.	Min.	Max.
20 or less	1	N/A		N/A		N/A	
25	2	12	13	12	13	N/A	
30 through 40	2	15	20	15	20	N/A	
45 or more	3	15	20	15	25	15	40

Note: All thicknesses shown are in hundredths of a foot.

3.02 Prime Coat, Tack Coat, Seal Coat

A. Prime coat shall be required on all finished rock grade prior to paving.

B. Tack coat shall be required between lifts of asphalt concrete when it has been subjected to dirt and dust or whenever traffic has used the underlying paved surface.

C. The City Engineer shall be the sole judge as to the need for tack coat.

D. Fog seals shall be required where called for on the plans or project specifications.

E. The range of application rates is shown in the following table. Exact rates of application and asphalt grade will be determined by the City Engineer.

Type	**Asphalt Grade**	**Rate Gal./Sq.Yd.**
Prime	MC-70	0.15 to 0.25
Tack	SS-1	0.02 to 0.10
Fog Seal	SS-1	0.05 to 0.10

3.03 Adjustment of Iron

A. Manholes, cleanouts, blowoffs, water valve boxes, and survey monument boxes shall be brought to finish grade after the final pavement lift has been installed per the applicable Standard Detail(s). All iron shall be lowered prior to any pavement planning.

3.04 Stage Construction

A. Asphalt concrete and asphalt concrete base shall be spread and compacted in layers.

B. The top layer of asphalt concrete shall not exceed 0.20-foot in compacted thickness. The next lower layer shall not exceed 0.25-foot in compacted thickness, and any lower layers shall not exceed 0.40-foot in compacted thickness. Each subsequent layer of asphalt concrete base shall not exceed 0.40-foot in compacted thickness.

C. No layer shall be placed over a layer which exceeds 0.25-foot in compacted thickness until the temperature at mid depth, of the layer which exceeds 0.25-foot in compacted thickness, is not more than 160°F.

3.05 Pavement Reinforcement Fabric

Refer to Section 02712 – Pavement Reinforcing Fabric of these specifications for pavement reinforcing fabrics required for asphalt concrete overlays.

END OF SECTION

SECTION 02770

SIDEWALK, CURB, GUTTER AND DRIVEWAYS

PART 1 – GENERAL

1.01 SECTION INCLUDES

This section includes specifications for concrete flatwork including curb, gutter, sidewalk, driveways and handicap ramps. The Contractor shall furnish all labor and materials, including cement, sand and coarse aggregate, water, admixtures, curing compound, reinforcement, form work and other materials that may form an integral part of the concrete construction work.

1.02 RELATED SECTIONS AND SPECIFICATIONS

Unless otherwise specified in these Standard Specifications, the Standard Details, the approved drawings, or the contract documents, all work and materials shall conform with Section 73 and Section 90 of the State Specifications.

A. Section 03300 - Cast in Place Concrete

B. Section 02741 - Subgrade

C. Section 02742 - Aggregate Base

PART 2 – MATERIALS

2.01 Materials shall comply with the requirements of Section 03300, “Cast in Place Concrete”, of these Specifications.

PART 3 – EXECUTION

3.01 GENERAL

All curb, curb ramp, gutter, sidewalk and driveways shall be placed monolithically unless otherwise specified.

3.02 INSTALLATION

A. Subgrade Preparation

The sidewalk and driveway finished subgrade immediately prior to placement of aggregate base shall be compacted to 90% for a depth of 0.5 feet. The curb and gutter finished subgrade immediately prior to placement of aggregate base shall be compacted to 92% for a depth of 0.5 feet.

B. Cushion

Shall be Class 2 Aggregate Base mechanically compacted to 92% for sidewalk and 95% for driveways and curb and gutter.

C. Driveway Approaches

1. No driveway shall be constructed any closer than five (5) feet measured at the top of the curb at the weakened plane joint from any property line on residential or commercial properties. Refer to Drawings ST6 and ST7.

2. No driveway shall be constructed closer than 15 feet from the curb return if the parcel is adjacent to an intersection.

3. Where sidewalk serves as a maintenance access road instead of a standard driveway approach the sidewalk shall be reinforced by a

minimum of #4 rebar each way at 24-inches on center. The reinforcement will be extended 5' nominally on either side of the limits of the access road width. The thickness of sidewalk in this area shall be a minimum of 6" thick.

D. Placement

1. At the end of each day's pour, when work is terminated, or when a delay of more than 30 minutes occurs, a construction joint, consistent with the jointing pattern, shall be made vertical or square ended and shall end the work. In no case shall the end of a day's pour terminate in a driveway or handicap ramp.

2. Weakened plane joints and score lines shall be constructed according to the standard details, and at right angles to the curb line.

3.03 TOLERANCES

A. Flow Testing

After construction, gutters shall be checked by flowing water. The Engineer or his representative must be present during the flow test.

B. Allowable Tolerances

1. Any high spots or depressions revealed by the flow test (which exceed 0.02 foot) shall be repaired by removing that section of concrete and replacing it to the correct grade.

2. The finished face of curb shall not vary by more than an aggregate total of 0.05 foot from the design alignment within a distance not to exceed 25 feet at each occurrence. Unnecessary meandering of the alignment shall be sufficient cause for rejection and removal.

3.04 DAMAGED OR UNACCEPTABLE CONCRETE

A. Care shall be taken so as to not damage adjoining concrete areas which are in place. Any damage so caused shall be repaired by the contractor at his expense. Any substandard work shall be replaced by the contractor at his expense and no additional compensation will be allowed therefor. Limits of replacement shall be determined by the City; saw cuts may only be made at score lines or joints. Saw cuts shall be straight, at a right angle to the curb line, and consistent with the jointing pattern.

B. When concrete is being removed and replaced, dowels to adjacent concrete will be required. Placement of dowels will be on 2' centers with one #4 rebar running longitudinally. Refer to the Standard Details for further information. Monolithic curb, gutter and sidewalk which is damaged shall be completely removed and replaced as monolithic curb, gutter and sidewalk and removed at expansion joints.

END OF SECTION

SECTION 02780

TRAFFIC STRIPING AND PAVEMENT MARKINGS

PART 1 – GENERAL

1.01 Summary

The work may include the removal of existing striping and markers, asphalt preparation, cat tracking, temporary traffic control, application of striping and markers, and all other related work described herein outlined in the Standard Details, project plans and specifications.

1.02 Related Sections

Section 02740 - Streets – General

1.03 General Requirements

A. Work shall conform to Section 84 “Markings”, Section 81-3, “Pavement Markers”, and 82-5 “Markers” of the State Standard Specifications, State Standard Plans, and CA MUTCD, latest edition, except as noted herein.

B. Unless otherwise specified, all striping shall be thermoplastic.

PART 2 – MATERIALS

2.01 Thermoplastics

A. Materials shall conform to Section 84 of the State Standard Specifications except that thermoplastic material shall be required on all arterials, collectors, residential streets, and off-site city facilities unless otherwise directed by the City Engineer.

B. All thermoplastic traffic stripes and pavement markings shall be alkyd thermoplastic with enhanced wet-night visibility.

C. All thermoplastic for bicycle conflict zones shall be Ennis- Flint Premark Skid/Slip resistant Bike Lane Green Preformed Thermoplastic or approved equal.

2.02 Raised Pavement Markers

A. Pavement Markers shall meet the requirements of Section 81-3 of the State Standard Specifications. Only plastic markers shall be used.

B. Hot melt bitumen adhesive shall be used to cement the pavement markers to the surface.

C. Rapid set type epoxy adhesive shall be prohibited without prior written approval from the City Engineer.

2.03 Markers

Pavement Markers shall meet the requirements of Section 82-5 of the State Standard Specifications.

PART 3 – EXECUTION

3.01 Striping and Pavement Marking Removal Requirements

A. All existing traffic striping, legend and markings shall be removed completely by grinding or sandblasting.

B. The maximum pavement scoring depth shall be 1/8”.

C. Final area of removal shall be in the shape of a square or rectangle.

D. The removal marks shall not be the same shape as the legend or the marking being removed.

E. Residue resulting from removal operations shall be removed from pavement surfaces by City approved method before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

F. All areas of the street that have been damaged by grinding or sandblasting as a result of striping, legend or marking removal, shall receive a minimum of one (1) coat of City approved asphalt or seal coat.

G. The asphalt coat shall be in a rectangular or square shape as directed by the City Engineer.

H. Conflicting traffic stripes shall be removed before any change is made in the traffic pattern.

I. Pavement marking images shall be removed in such a manner that the old message cannot be identified.

J. The minimum dimensions of the removal rectangle shall be the height and width of the pavement marking.

3.02 Thermoplastics

A. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.100inches.

B. For legends and markings, the minimum thickness shall be 0.125 inches. Thermoplastic traffic stripes and pavement markings shall consist of a single uniform layer of thermoplastic and a layer of bonded core elements and a layer of glass beads.

C. The applicator for the bonded core elements and glass beads shall be capable of delivering a uniform drop rate at required application speeds.

D. The 1st layer of bonded core elements shall be 3M Bonded Core All Weather Reflective Elements or equal as approved by the City Engineer for use in thermoplastic traffic stripes and pavement markings.

E. The color of the bonded core elements shall match the color of the stripe or marking to which they are being applied. The application rate shall be 6.6 pounds per 100 sq. ft.

F. The 2nd layer of glass beads shall comply with AASHTO M247 Type 2.

G. The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

H. Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the dry retro reflectivity must be a minimum of 700 mcd·m-2·lx- 1 for white stripes and markings and 500 mcd·m-2·lx-1 for yellow stripes and markings when measured under ASTM E1710. Minimum wet recovery/wet continuous retro reflectivity shall be of 280/90 mcd·m-2·lx- 1 for white stripes and markings and 250/75 mcd·m-2·lx-1 for yellow stripes and markings when measured under ASTM E1710.

END OF SECTION

SECTION 02950

SITE RESTORATION

PART 1 – GENERAL

1.01 SUMMARY

A. This section specifies the restoration of features and includes restoration of surface features disturbed or damaged during the course of execution of this contract to be restored as part of this work. The work may include such repairs as water appurtenances, pavement, sidewalk, curb and gutters, fencing, landscape, vegetation, grass, and plants.

B. Unless otherwise specified, all public and private property impacted by construction shall be restored as nearly is practical to the original condition or better.

C. Restrict operations to cause the least amount of damage to surrounding property and do not damage off-site features or adjacent vegetation.

D. The Contractor shall be held responsible for any damage to existing structures, improvements, features, materials, or equipment due to the work in this contract, and the Contractor shall repair or replace any damaged structures, improvements, features, materials, or equipment to the satisfaction of the property owner.

E. A City representative shall be notified immediately if accidental damage occurs. Contractor shall insure that adjacent roads are maintained and clear of soil and/or other debris at all times during the construction period. Any changes or modifications to this plan shall receive prior approval from the City Representative.

F. Contractor shall remove or obliterate all USA markings at project completion.

1.02 References

A. Section 02740 Streets General

B. Section 02741 Subgrade

C. Section 02742 Aggregate Base

D. Section 02743 Asphalt Concrete

E. Section 02770 Sidewalk, Curb, Gutter, and Driveways

F. Section 02780 Traffic Striping and Pavement Markings

G. Section 03300 Cast in Place Concrete

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION

3.01 PAVEMENT RESTORATION

A. Restoration of pavement, traffic striping, curb, gutter, and sidewalks shall be in accordance with the applicable specification sections within this contract and to the satisfaction of the inspector of the agency having jurisdiction and the Engineer.

3.02 OTHER SITE FEATURES

All other site features either damaged or destroyed during the execution of this contract shall be repaired or replaced to the satisfaction of the City Representative, and the agency having jurisdiction to the installation specifications of the agency having jurisdiction and the manufacturer of the approved replacement item.

3.03 EXISTING OBSTRUCTIONS.

Locations of obstructions shown on the drawings are approximate and are shown only for information purposes and are not intended as an accurate location of such obstructions. Obstructions not shown on the drawings but encountered by the Contractor shall be removed as necessary and, if directed by the City, replaced in their original state, or protected by the Contractor at no additional cost to City.

3.04 PROTECTION OF OBSTRUCTIONS OUTSIDE WORK, RIGHT-OF-WAY, AND/OR EASEMENT LIMITS

A. The Contractor shall protect and avoid damage to all trees, shrubs, plants, fences, turfed areas, structures, and all other objects outside of the right-of-way/easement limits shown on the drawings from damage due to construction operations

B. Damage caused by the Contractor shall be repaired or restored at no cost to the City. Particular care shall be used to avoid damage to trees, shrubs, bushes, turfed areas, and private property located adjacent to rights-of-way/easements on private property. No trees, plants, turfed areas, or other objects outside such limits shall be disturbed or damaged without the written permission of the property owner.

3.05 DISPOSAL OF DEBRIS

A. All trees, brush, logs, snags, leaves, sawdust, bark, construction debris, and refuse shall be collected and disposed of in accordance with all applicable local and state codes and ordinances.

B. Debris shall be removed from the site as soon as practical and shall not be left until the completion of the contract. When materials are to be disposed of, the Contractor shall obtain written permission beforehand from the property owner on whose property the disposal is to be made and shall file a copy of such permit with the City.

C. Unless otherwise provided in the Contract Documents, the Contractor shall make his own arrangements for disposing of such materials off site.

3.06 RESTORATION OF PRIVATE ROADS AND DRIVEWAYS

A. Contractor shall restore all private roads, parking areas, and driveways to existing condition or better.

B. Roads shall be graded and compacted to avoid water pooling and rutting.

C. Restore surface to match existing or as shown on drawing

3.07 REPLACEMENT OF FENCES

A. Any fences disturbed within the rights-of-way, right-of-entry area, or easement limits shall be replaced to the satisfaction of the City and the property owner.

B. Fences in such poor condition that they cannot be removed and replaced shall be replaced with new fence material similar in original quality, size, and appearance to the removed fence or a written release shall be obtained from the property owners.

C. All fences removed shall be replaced in their original location. Any fence damaged during construction shall be restored to original or better condition.

3.08 REPLACEMENT OF VEGETATION

As soon as backfill operations permit, the Contractor shall replace transplanted trees, shrubs, and plants. The Contractor shall properly water the transplanted vegetation immediately upon replanting and at suitable intervals thereafter. If shrubs, plants, or trees die after transplanting and before final acceptance of the Work, the Contractor shall at his expense, replace same with equal shrubbery, plants, or trees.

3.09 RESTORATION OF TURFED AREAS

A. After final restoration of settled trench surfaces, all areas which were established turfed areas prior to construction, shall be seeded.

B. Finished lawn areas upon which soil or debris has been deposited or vehicles have been parked, shall be cleared to the level of the existing turf and then raked and watered. Areas where turf has been damaged, destroyed, or ruts have been filled in shall be reseeded. Areas where turf is only slightly damaged may be lightly reseeded, if so permitted by the City and the property owner.

C. Contractor shall submit a list of proposed products and materials along with a work plan that describes any required seeding.

3.10 WARRANTY

A. Contractor shall warrant for a period of 18 months from the date of substantial completion that access roads and driveways do not sag or become rutted due to poor installation.

B. Contractor shall warrant for a period of eighteen (18) months from the date of substantial completion of the project that the turf and plant materials used for restoration are in good, healthy, and flourishing condition. During the 18-month warranty period, the Contractor shall replace any turf or plant materials, that are defective, have died, or failed to thrive.

END OF SECTION

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SECTION 03300

CAST IN PLACE CONCRETE

PART 1 – GENERAL

1.01 SECTION INCLUDES

This section includes specifications for both minor concrete and structural concrete. The Contractor shall furnish all work and materials, including cement, sand and coarse aggregate, water, admixtures, curing compound, reinforcement, form work and other materials that may form an integral part of the concrete construction.

1.02 RELATED SECTIONS AND SPECIFICATIONS

A. State Specifications:

All work shall conform with Section 73 and Section 90 of the State Specifications unless otherwise specified in these Standard Specifications, the Standard Details, the approved drawings, or the contract documents.

B. Section 02770, “Sidewalk, Curb, Gutter and Driveways”

C. Section 02741, “Subgrade”

D. Section 02742, “Aggregate Base”

1.03 SUBMITTALS

A. Shop fabrication drawings.

B. Proposed Dewatering Plan.

C. Concrete mix design in accordance with Section 01 3300 – Submittals.

1.04 TESTING

A. Concrete: Slump test, air entrainment test and compressive test cylinders shall conform to the latest ASTM procedures.

B. Cohesive Materials: the density of the backfill shall be determined by Test Method ASTM D-1557.

C. Non-cohesive Materials: the density of the backfill shall be determined by Test Method ASTM D-4253.

D. Testing will be performed by an outside agency at the Contractor’s expense.

E. Core testing of substandard concrete will not be permitted.

1.05 REFERENCES

A. This project shall conform to all requirements of ACI 301-05 – Specifications for Structural Concrete published by the American Concrete Institute, Farmington Hills, Michigan (www.concrete.org) except as modified by these Contract Documents.

PART 2 – MATERIALS

2.01 SOURCE

All concrete shall be supplied from an approved commercial supplier using a concrete mix design approved by the City Engineer. No on-site batching of concrete or bagged concrete mix shall be allowed.

2.02 MIX DESIGN

A. Unless otherwise specified, all concrete flatwork shall attain a minimum 28-day compressive strength of 3000 psi, and all structural concrete shall attain a minimum 28-day compressive strength of 4000 psi.

B. The Contractor shall submit a mix design for all concrete to be used for review and approval. The mix design shall be designed to meet the minimum compressive strength and other requirements of the City Standards and Details and approved plans.

2.03 CEMENT

All cement shall be Portland Cement, Type II, conforming to ASTM Designation C-150. All cement shall be free of lumps and properly aged.

2.04 AGGREGATES

Fine and coarse aggregates shall conform to the requirements of ASTM C-33. Unless otherwise specified in the Standard Details or plans approved by the City Engineer, the maximum nominal size of coarse aggregate shall be three quarters of an inch (¾").

2.05 WATER

Water shall be clean and free from oils, acids, salts and other damaging substances.

2.06 AIR ENTRAINING AGENT

The Contractor may use an air entraining agent conforming to the requirements of ASTM Designation C-260 in all concrete. The amount of air entraining agent, if used, shall be such as will affect the entrainment of four to six percent (4% - 6%) of air, by volume of the concrete at the time of discharge from the mixer.

2.07 REINFORCEMENT

Reinforcing steel shall conform to ASTM A-615 Grade 60 or ASTM 706 Grade 60 for deformed and plain billet steel bars for concrete reinforcement.

2.08 MEMBRANE CURING COMPOUND

Membrane curing compound shall be a non-waxy white pigmented sealing compound conforming to ASTM C-309.

2.09 EPOXY COATINGS FROM CONCRETE AND GROUT

A. The following shall be used:

1. Inside Structures: Sikaflex 2C NS EZ mix Limestone
2. Outside Structures: Sikaflex Sikadur 31 Hi-Mod Gel

PART 3 – EXECUTION

3.01 FORMWORK

A. Forms shall conform to the shape, line, grade and dimensions of structures as shown on the Drawings. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete and shall be maintained rigidly in position. Embedded wire ties for holding forms will not be permitted. Bolts and rods used for form ties shall be so arranged that when the forms are removed, no metal shall be within 1" of any surface.

B. Wood forms shall be of sound lumber, free from loose knots or other defects, and of such quality that when treated or coated, there will be no chemical deterioration

or discoloration of the formed concrete surface. All form lumber shall be surfaced lumber in narrow and uniform widths closely matched, except that plywood of adequate stiffness shall be used on all surfaces exposed to air or water.

C. Lumber reused in forms shall be cleaned, repaired and plugged. All nails shall be withdrawn from lumber prior to reuse.

D. The form sheathing or lining shall be so placed that the joint marks on the concrete surfaces will be in general alignment, both horizontally and vertically. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Three-quarter inch (¾") chamfer strips shall be placed in the corners and at the top-of-wall line of the forms so as to produce beveled edges on permanently exposed concrete edges. Interior angles on such surfaces and edges of formed joints will not require beveling, except where shown on the drawings.

E. Before the formwork is placed, they shall be coated with non-staining commercially manufactured formwork release agent that prevents formwork absorption of moisture and bonding with concrete. The release agent shall not come in contact with the reinforcing steel or hardened concrete against which fresh concrete is to be placed.

F. Forms shall be removed as soon as practical after the concrete is placed, but not until the concrete has attained the necessary strength to support all live and dead loads during the construction period. Forms shall be removed in such a manner as to prevent damage to the concrete. Immediately after the forms are removed, all defects in the concrete, including the rod holes, rock pockets, and other unconsolidated areas, shall be repaired by the drypack method, and the total exposed area coated with a non-waxy white pigmented sealing compound

G. The foundation formwork and concrete shall remain in place and cure a minimum of 3 days before work can commence on top of the foundation, verified by cylinder testing.

H. Areas with subsequent concrete placement, the structure formwork and concrete shall remain in place and cure a minimum of 14 days before the forms may be removed and work to continue around the structure, verified by cylinder testing. See subsection 3.04.

I. All areas that do not have subsequent concrete placement shall have the formwork remain in place for the required 28-day period, unless approved in writing by the City Engineer.

3.02 TOLERANCES

Variations from level, grade, alignment or plumb for any portion of a structure shall not exceed one-half inch (½"), unless a more restrictive tolerance is specified in these Standard Specifications, the Contract Documents, or shown on the approved Drawings.

3.03 PLACING REINFORCEMENT

A. Before concrete reinforcing bars are placed, the surfaces of the bars and the surface of any metal supports for reinforcing bars shall be cleaned of heavy flaky rust, loose mill scale, dirt, grease and other foreign substances. Heavy flaky rust that can be removed by rubbing with burlap or equivalent treatment is considered objectionable. After being placed, the reinforcing bars shall be maintained in a clean condition until they are completely embedded in the concrete.

B. Reinforcing bars shall be accurately placed and secured in position so that they will not be displaced during the placing of the concrete, and special care shall be exercised to prevent any disturbance of the reinforcing bars in concrete that has

already been placed.

C. Unless installation by use of grouting recesses or use of expansion anchors is approved by the City Engineer, anchor bolts and the metalwork to be embedded in the concrete shall be installed before the concrete is placed and shall be supported firmly and accurately in position while the concrete is being placed.

3.04 CONCRETE PROPORTIONING

A. The Contractor shall furnish concrete which will develop a minimum compressive strength as specified in these Standard Specifications, Standard Details, or approved plans. If no compressive strength is specified, the minimum compressive strength shall be 4,000 psi.

B. The net water-cement ratio of the concrete (exclusive of water within or absorbed by the aggregates) shall not exceed 0.53 by weight.

C. A minimum of 5 ½ sacks of cement per cubic yard shall be used for 3,000 psi concrete and 6 sacks of cement per cubic yard shall be used for 4,000 psi concrete.

D. The slump shall not exceed 3” for slabs that are horizontal or nearly horizontal, and 4” for other work. The City Engineer reserves the right to alter the required slump whenever, in the City Engineer’s judgement, the quality of the work will improve.

3.05 CONCRETE MIXING

A. No mixing may be performed at the site of work but shall be performed by transit-mix methods.

B. Transit-mixed concrete shall conform to the standard specifications for ready-mixed concrete per ASTM C-94. The total volume of materials mixed per batch shall not exceed the rated capacity of the mixer as determined by the standard requirement of the Associated General Contractors of America.

3.06 CONCRETE WASHOUT AREA

A. The Contractor shall establish at the project site a specific location or locations for all ready-mix concrete trucks to washout after completing their delivery.

B. All washwater and any remaining concrete debris shall only be disposed of at the specified locations.

C. No washwater or leftover concrete shall be spoiled into the on-site or nearby waterways.

D. The Contractor will be responsible for removing all washwater debris from the washout location(s) at the conclusion of the project, at the Contractor’s expense.

3.07 CONCRETE PLACING, JOINTING, FINISHING AND CURING

A. Preparation:

1. In preparation for placing concrete, all water, sawdust, chips and other construction debris and extraneous matter shall be removed from the interior of the forms.

2. Concrete shall not be placed around any metal reinforcement or embedments until the City Engineer has approved the reinforcement or embedments placed within the forms.

3. The forms, subgrade and reinforcement shall be wetted immediately before placement of the concrete.

B. Weather

1. The temperature of concrete as mixed and placed shall not be less than 55°F, or greater than 90°F.

2. If during day or night the ambient temperature falls below, or is predicted to fall below, 40°F, concrete shall be protected from freezing during placement and curing by means of heating of materials or other approved methods, as directed by the City Engineer.

3. The concrete mix for cold-weather placement shall be maintained at a minimum temperature of 55°F during placement, and this minimum temperature shall be maintained for the first 72 hours of curing.

4. At all times the maximum temperature of concrete as placed shall be less than 90°F. When the temperature of concrete as placed may be 90°F or higher, as may be reasonably predicted from current temperatures of materials and the likelihood of rises in weather temperatures, the Contractor shall employ effective means, such as precooling aggregates and mixing water, use of ice as a part of the mixing water, shading aggregates, or placing at night, as necessary, to maintain the temperature of concrete, as placed, below 90°F.

5. No concrete shall be placed or finished in the rain, or when rain is imminent. It shall be the contractor's responsibility to schedule his operations such that concrete will not be placed or finished in the rain and shall achieve sufficient cure such that any rain that does come after placement will have no discernable effect on the concrete finish.

C. Placing:

1. The concrete in each integral part of the structure shall be placed continuously. The Contractor shall not be allowed to commence concrete placement in any integral part of the structure unless the inspected and approved forms, reinforcement, embedments and other materials on hand are sufficient to allow completing the part without interruption in the placing of the concrete.

2. The concrete shall be placed as nearly as possible to its final position by means that avoid segregation of the materials and displacement of the reinforcement. Concrete shall not be permitted to fall from a height greater than six feet (6’) without the use of adjustable length pipes or “elephant trunks.”

D. Compaction:

1. Concrete during and immediately after placing, shall be thoroughly compacted.

2. The compaction shall be done with mechanical vibrators capable of transmitting vibration to the concrete at frequencies of not less than 4,000 cycles per minute. The location, manner and duration of the application of the vibrators shall be such as to secure maximum consolidation of the concrete. The vibrators shall not be attached to or held against the forms

or the reinforcing steel.

E. Construction Joints:

1. Construction Joints shall be constructed as indicated on the drawings and joint filler shall be provided where indicated to separate units as required.

2. Construction joints placed in concrete structures by the Contractor to facilitate construction must be approved by the Engineer.

3. A complete bond is required at all such construction joints if approved. The surface of all joints shall be clean and damp when covered with fresh concrete or mortar. Cleaning shall consist of removal of all laitance, loose or defective concrete, coatings, sand, and other foreign material from the surface of the joint and exposed reinforcing steel.

4. Mortar for bonding of joints shall be the same as that in the concrete with the coarse aggregate omitted. The mortar bond shall be approximately one-half inch (½") thick and worked into the joint surface

F. Finishing:

1. All horizontal surfaces on structures will have a light broom finish.

G. Curing:

1. Reinforced concrete shall be cured by membrane curing.

2. Sealing compound shall be applied to the exposed concrete surfaces by spraying in one coat to provide a continuous, uniform membrane over all areas.

END OF SECTION

SECTION 03620

NON-SHRINK GROUT

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Cementitious Grout.

B. Epoxy Grout.

C. Epoxy Adhesive.

1.02 MEASUREMENT AND PAYMENT

A. Measurement: Grout work will not be measured separately for payment.

B. Payment: Grout work will be paid for as part of the indicated Contract price for the work or structure in which the grout is used.

1.03 DEFINITION:

For the purpose of these Specifications, “non-shrink grout” shall be defined as a high-strength mortar or grout which does not shrink in the plastic state, is dimensionally stable in the hardened state, and bonds permanently to clean metal surfaces and concrete substrate.

1.04 REFERENCES

A. American Concrete Institute (ACI): ACI 503.2 Standard Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive.

B. American Society for Testing and Materials (ASTM):

C. ASTM C109/C109M Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens).

D. ASTM C157/C157M Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.

E. ASTM C579 Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfaces and Polymer Concretes.

F. ASTM C827/C827M Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.

G. ASTM C881/C881M Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

H. ASTM C939 Standard Test Method for flow of Grout for Replaced-Aggregate Concrete (Flow Cone Method.)

I. ASTM C1090/ Standard Test Method for Measuring Changes in Height of C1090M Cylindrical Specimens of Hydraulic-Cement Grout ASTM C1107/ Standard specification for Packaged Dry, C1107M Hydraulic-Cement Grout (Nonshrink).

J. U. S. Army Corps of Engineers, Concrete Research Division (CRD):

K. CRD-C620 Standard Method of Sampling Fresh Grout.

L. CRD C621 Corps of Engineers Specification for Non-shrink Grout

1.05 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions.

B. Certification: Submit certificates of compliance or laboratory test reports which indicate the following:

C. Materials used in the grout are free from metallic components and corrosion-producing elements.

D. Materials meet specified shrinkage and compressive strength requirements.

1.06 ENVIRONMENTAL REQUIREMENTS

Handle grout the same as concrete with regard to temperature and curing, as specified in section 03300 Cast in Place Concrete.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Cementitious Grout: Provide non-shrink, non-metallic, non-corrosive cement-based grout conforming to the following requirements:

B. Applicable Standards: ASTM C1107/C1107M and CRD-C621.

C. Grout shall be manufactured specifically for use in supporting heavy loads (loads in excess of 300 pounds per square foot concentrated load or 100 pounds per square foot uniform load). Grout: ASTM C1107/C1107M, Grade A, B, or C, as appropriate for the condition or circumstance.

D. Shrinkage at 28 Days: No shrinkage before hardening (0.00 shrinkage when tested in accordance with ASTM C827/C827M and ASTM C1090/C1090M); no shrinkage after hardening (0.00 shrinkage when tested in accordance with CRD-C621).

E. Compressive strength, minimum as specified in ASTM C1107/C1107M, Table 1:

1. At one Day: 1000 psi

2. At three Days: 2500 psi

3. At seven Days:3500 psi

4. At 28 Days: 5000 psi

F. Initial setting time, after addition of water: approximately one hour at 70 degrees Fahrenheit.

G. Provide non-sag trowelability or flowability as necessary for the particular application.

H. Water: Clean and potable, free of impurities detrimental to grout.

I. Epoxy Grout: Provide non-shrink, non-metallic, non-corrosive epoxy grout conforming to the following requirements:

J. Grout shall be manufactured specifically for use in supporting heavy loads.

K. Shrinkage at 28 Days: None (0.00 shrinkage when tested in accordance with ASTM C827/C827M modified procedure) with a minimum effective bearing area (EBA) of 95 percent coverage of the tested base plate.

L. Compressive strength, minimum: 10,000 psi at seven Days, when tested in accordance with ASTM C579.

M. Initial setting time: Approximately one hour at 70 degrees Fahrenheit.

N. Provide flowable consistency as necessary for the particular application.

O. Epoxy grouts which are volatile, and which give off noxious fumes are not acceptable.

P. Epoxy Adhesive: ASTM C881/C881M, Type V, epoxy-based bonding agent.

2.02 MIXING

A. Mix grout ingredients for both cementitious grout and epoxy grout in accordance with the respective manufacturer's mixing instructions and recommendations. Mix grout materials in proper mechanical mixers.

B. Mix grout as close to work area as possible.

2.03 SOURCE QUALITY CONTROL

A. Inspections and Tests: Perform visual inspections and shrinkage tests using an appropriate independent testing laboratory, and strength tests as necessary to verify performance requirements of grout. Sampling and testing of grout shall conform with applicable ASTM or CRD-C620 requirements. The independent testing laboratory shall perform sampling, testing, and inspection in accordance with the provisions herein. The Contractor shall cooperate with and notify District at least 48 hours in advance of sampling, tests, and inspections being performed by the independent testing laboratory. District may elect to observe these procedures.

B. Visual Inspections: Perform visual inspection of the grout mixing and placement to determine and verify that grout consistency, slump, and stiffness are appropriate and proper for the location and type of installation.

C. Shrinkage Tests:

1. Cementitious Grout: Grout shall meet the following performance requirements:

(a) Expansion: 0.4 percent maximum at three, 14, and 28 Days. Grout shall exhibit no displacement when tested in accordance with ASTM C157/C157M.

(b) Shrinkage: None (0.00 shrinkage at 28 Days when tested in accordance with ASTM C827/C827M and ASTM C1090/1090M). There shall be no vertical volume shrinkage of grout in the plastic or hardened stage at any time.

2. Epoxy Grout: Grout shall meet the following performance requirements:

(a) Expansion: Grout shall exhibit no displacement when tested in accordance with ASTM C827/C827M and ASTM C157/C157M, modified procedures.

(b) Shrinkage: None (0.00 shrinkage when tested in accordance with

(c) ASTM C827/C827M, modified procedure; specific gravity of indicator ball will be changed to approximately 1.0).

(d) Effective Bearing Area: 95 percent minimum coverage of the tested base plate.

3. Strength Tests: Compressive strength of grout shall meet the following requirements:

(a) Cementitious Grout: 5,000 psi minimum at 28 Days when tested in accordance with ASTM C109/C109M.

(b) Epoxy Grout: 10,000 psi minimum at seven Days when tested in accordance with ASTM C579.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

A. Concrete surfaces to receive grout shall be prepared by chipping, sandblasting, water blasting, or other accepted methods to remove defective concrete, laitance, dirt, oil, grease, and other foreign matter to achieve sound, clean concrete surfaces. Lightly roughen concrete for bond, but not enough to interfere with proper placement of grout.

B. Cover concrete areas with protective waterproof covering until ready to place grout.

C. Remove foreign matter from steel surfaces to be in contact with grout. Clean contact steel surfaces as necessary by wire brushing and wiping dust clean.

D. Align and level components to be grouted and maintain in final position until grout placement is complete and accepted.

E. Install forms for grout around the column base plates and other spaces to be grouted. The tops of such forms shall be one inch above the surfaces to be grouted.

F. Remove protective waterproof covering and clean contaminated surfaces immediately before grouting.

G. Provide air-relief holes in large baseplates and in baseplates where underneath obstructions may cause air entrapment.

H. Saturate concrete surfaces with clean water and remove excess water immediately before grouting.

I. Where necessary or appropriate for better bond, epoxy adhesive may be applied to clean, dry substrate surfaces in accordance with applicable requirements of ACI 503.2.

3.02 PLACING GROUT

A. Place grout in accordance with the respective manufacturer's installation instructions and recommendations. Pour grout from one side only until grout rises at least one inch above the plate on opposite side of said plate. Strapping and plunging or other recommended method may be used to force grout to flow under the entire area.

B. Neatly trowel edges of grout base, tapered at an angle of 60 degrees when measured from the horizontal, or as indicated. Provide dry-pack cementitious grout where additional grout is required for shoulders.

C. Do not remove leveling shims for at least 48 hours after grout has been placed.

D. After shims have been removed, if used, fill voids with grout, packing the material with a suitable tool.

E. Do not use grout which has begun to set or if more than one hour has elapsed after initial mixing.

3.03 CURING

A. Cementitious grout shall be cured the same as specified for concrete.

B. Epoxy grout shall be cured as recommended by the grout manufacturer.

END OF SECTION

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DOCUMENT APPENDIX "A"

TRENCH SOIL SAMPLE LAB RESULTS

APPENDIX "A"

Street Name	Beg Location	End Location	Selected Treatment
AMSELL COURT - RD0016	MENKE WAY	CUL-DE-SAC	Cape Seal
AMSTERDAM AVENUE - RD0017	VALERIANA AVENUE	END	Type V Slurry
ANNWOOD COURT - RD0020	BROCKWOOD WAY	END (E)	Slurry Seal
ANTELOPE ROAD (E) - RD0023	POPLAR AVENUE	LAUPPE LANE	Three Layer
ANTELOPE ROAD (E) - RD0023	AMSTERDAM AVENUE	POPLAR AVENUE	Three Layer
ANTELOPE ROAD (E) - RD0023	TUPELO DRIVE	GARDEN GATE DRIVE	Three Layer
ANTELOPE ROAD (E) - RD0023	POMPEI COURT	TUPELO DRIVE	Three Layer
ANTELOPE ROAD (E) - RD0023	GARDEN GATE DRIVE	AMSTERDAM AVENUE	Three Layer
ANTELOPE ROAD (E) - RD0023	SAYBROOK DRIVE	POMPEI COURT	Three Layer
ANTELOPE ROAD (E) - RD0023	MANGO TREE WAY	SAYBROOK DRIVE	Three Layer
APACHE WAY - RD0025	NAVION DRIVE	SKYLANE DRIVE	Three Layer
ASHMONT STREET - RD0033	STONEHAND AVENUE	BURNTWOOD WAY	Slurry Seal
BASSWOOD WAY - RD0055	TREEBINE AVENUE	BUTTERNUT DRIVE	Slurry Seal
BINET DRIVE - RD0071	GREENBACK LANE	MERCEDES AVENUE	Three Layer
BITTERBUSH WAY - RD0075	CORNERSTONE WAY	ZENITH DRIVE	Slurry Seal
BLACKSTAR DRIVE - RD0079	SUMMER PLACE DRIVE	ZENITH DRIVE	Slurry Seal
BREMAN DRIVE - RD0103	GREENBACK LANE	VAN MAREN LANE	Three Layer
BRIDGEMONT WAY - RD0105	OAK BEND WAY	VAN MAREN LANE	Slurry Seal
BROCKWOOD WAY - RD0110	STONEHAND AVENUE	MESAVIEW DRIVE	Slurry Seal
BRUSHCREEK COURT - RD0122	MOUNTAINSIDE DRIVE	CUL-DE-SAC	Slurry Seal
BURNHAM DRIVE - RD0126	BINET DRIVE	END (N)	Three Layer
BUTTERNUT DRIVE - RD0129	LICHEN DRIVE (N)	RADFORD STREET	Three Layer
BUTTERNUT DRIVE - RD0129	LICHEN DRIVE (S)	LICHEN DRIVE (N)	Three Layer
BUTTERNUT DRIVE - RD0129	RADFORD STREET	ZENITH DRIVE	Three Layer
BUTTONWOOD WAY - RD0130	TREELARK WAY	BASSWOOD WAY	Slurry Seal
CANEVALLEY CIRCLE - RD0143	MOUNTAINSIDE DRIVE	MOUNTAINSIDE DRIVE	Three Layer
CARLOW DRIVE - RD0150	BREMEN DRIVE	DONEGAL DRIVE	Three Layer
CARMELWOOD DRIVE - RD0151	SUMMERPLACE DRIVE	LICHEN DRIVE	Three Layer
CASTLEBERRY CIRCLE - RD0158	VILLAVIEW DRIVE	VILLAVIEW DRIVE	Slurry Seal

Street Name	Beg Location	End Location	Selected Treatment
CAVAN DRIVE - RD0163	BREMAN DRIVE	DONEGAL DRIVE	Three Layer
CHIVALRY ROAD - RD0187	AUBURN BLVD	END (S)	Slurry Seal
COBRA COURT - RD0202	BLACKSTAR DRIVE	CUL-DE-SAC	Slurry Seal
CONVAIR WAY - RD0207	NAVION DRIVE	SKYLANE DRIVE	Three Layer
COPA COURT - RD0209	SANDRIDGE WAY	CUL-DE-SAC	Slurry Seal
CROSSWOODS CIRCLE - RD0237	CROSSWOODS PARKWAY	CROSSWOODS PARKWAY	Three Layer (TBD)
CROSSWOODS PARKWAY - RD0238	AUBURN BLVD	CROOSWOODS CIR	Three Layer (TBD)
DAWN VIEW COURT - RD0251	TWIN WOOD WAY	CUL-DE-SAC	Type V Slurry
DEARBORN DRIVE - RD0253	MERCEDES AVENUE	END (N)	Three Layer
DEVILLE OAKS WAY - RD0262	SANDALWOOD COURT	AUBURN BLVD	Slurry Seal
DONEGAL DRIVE - RD0270	AUBURN BLVD	VAN MAREN LANE	Three Layer
EBONYWOOD COURT - RD0282	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
ERICWOOD COURT - RD0293	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
GALLANT CIRCLE - RD0330	CHIVALRY ROAD	CHIVALRY ROAD	Slurry Seal
GEOFFWOOD COURT - RD0337	STONEHAND AVENUE	CUL-DE-SAC	Three Layer
GREENBACK FRONTAGE - RD0371	PARIS STREET	END	Three Layer
HILLSPIRE COURT - RD0401	STARFLOWER DRIVE	CUL-DE-SAC	Type V Slurry
LEAOAK COURT	TREEBRINE AVENUE	CUL-DE-SAC	Type V Slurry
LEHAVRE WAY - RD0460	BINET DRIVE	MERCEDES AVENUE	Three Layer
LEITRIM COURT - RD0461	LOUTH WAY	CUL-DE-SAC	Three Layer
LE MANS AVENUE - RD0455	PARIS STREET	BINET DRIVE	Three Layer
LICHEN DRIVE - RD0466	BUTTERNUT DRIVE	WHYTE AVENUE	Three Layer
LICHEN DRIVE - RD0466	WHYTE AVENUE	VERNON OAKS DRIVE	Three Layer
LONEWOOD WAY	STONEHAND AVENUE	ANTELOPE RD	Three Layer
LONGFORD DRIVE - RD0485	GREENBACK LANE	DONEGAL DRIVE	Three Layer
LOUTH WAY - RD0491	BREMEN DRIVE	DONEGAL DRIVE	Three Layer
LOVEWOOD COURT - RD0493	ERICWOOD COURT	CUL-DE-SAC	Slurry Seal
MARANTA COURT - RD0510	SUNMIST WAY	CUL-DE-SAC	Slurry Seal
MAR VISTA WAY - RD0509	TUPELO DRIVE	GLENHURST WAY	Three Layer
MERCEDES AVENUE - RD0532	VAN MAREN LANE	BURNHAM DRIVE	Three Layer
MESAVIEW DRIVE - RD0536	SUMMERPLACE DRIVE	BROCKWOOD WAY	Slurry Seal
MIMOSA COURT - RD0542	BUTTONWOOD WAY	CUL-DE-SAC	Type V Slurry

Street Name	Beg Location	End Location	Selected Treatment
MISTY WOOD WAY - RD0548	SUNMIST WAY	SUNBURST WAY	Slurry Seal
MOSSVIEW WAY - RD0554	MISTY CREEK DRIVE	SUNWOOD WAY	Slurry Seal
MUGHO COURT - RD0556	NAVION DRIVE	CUL-DE-SAC	Slurry Seal
MUSCHETTO COURT - RD0558	AMSTERDAM AVENUE	CUL-DE-SAC	Type V Slurry
MYRTLEWOOD COURT - RD0559	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
OAK BEND WAY - RD0575	BRIDGEMONT WAY	CUL-DE-SAC	Slurry Seal
OAK AVENUE (E) - RD0573	MENKE WAY	KENNETH AVENUE	Cape Seal
OAK AVENUE (E) - RD0573	SINGLE WAY	FAIR OAKS BLVD	Cape Seal
OAK AVENUE (E) - RD0573	MELVA STREET	OLD RANCH ROAD	Cape Seal
OAK AVENUE (E) - RD0573	SUNRISE BLVD	CANELO HILLS DRIVE	Cape Seal
OAK AVENUE (E) - RD0573	CROSS DRIVE	MELVA STREET	Cape Seal
OAK AVENUE (E) - RD0573	OLD RANCH ROAD	MENKE WAY	Cape Seal
OAK AVENUE (E) - RD0573	FAIR OAKS BLVD	CROSS DRIVE	Cape Seal
OAK AVENUE (E) - RD0573	CANELO HILLS DRIVE	SINGLE WAY	Cape Seal
OAKMYRTLE WAY - RD0586	BUTTONWOOD WAY	BUTTERNUT DRIVE	Slurry Seal
OUTLOOK DRIVE - RD0603	VILLAVIEW DRIVE	CITY LIMITS	Three Layer
OUTLOOK DRIVE - RD0603	WOODYARD WAY	VILLAVIEW DRIVE	Three Layer
OUTLOOK DRIVE - RD0603	LICHEN DRIVE	TANOAK WAY	Three Layer
OUTLOOK DRIVE - RD0603	TANOAK WAY	ZENITH DRIVE	Three Layer
OUTLOOK DRIVE - RD0603	ZENITH DRIVE	WOODYARD WAY	Three Layer
PARIS STREET - RD0608	MERCEDES AVENUE	FRONTAGE ROAD	Three Layer
PEBBLEBROOK WAY - RD0621	SUNMIST WAY	TWIN WOOD WAY	Slurry Seal
PEPPERTREE WAY	CARMELWOOD DR	RAMBLEWOOD WAY	Three Layer
PIMIENTA DRIVE - RD0636	SADRO STREET	CARRIAGE DRIVE	Slurry Seal
PIPER COURT - RD0638	CONVAIR WAY	CUL-DE-SAC	Three Layer
PRATT AVENUE - RD0652	CARRIAGE DRIVE	AUBURN BLVD	Slurry Seal
RADFORD STREET - RD0663	BUTTERNUT DRIVE	MANNERLY WAY	Slurry Seal
RAMBLEWOOD WAY	CARMELWOOD DRIVE	SUMMERPLACE DRIVE	Three Layer
RAVENCREST WAY - RD0668	BRIARTREE WAY	SUMMERPLACE DRIVE	Three Layer
REINA COURT - RD0676	SUMMERPLACE DRIVE	CUL-DE-SAC	Type V Slurry
RIPPLEWOOD COURT - RD0684	PRATT AVENUE	END	Slurry Seal
ROLLINGSIDE COURT - RD0691	TWIN PARK DRIVE	CUL-DE-SAC	Slurry Seal

Street Name	Beg Location	End Location	Selected Treatment
SADRO STREET - RD0701	PRATT AVENUE	KANAI AVENUE	Slurry Seal
SAGE OAK COURT - RD0703	MOSSVIEW WAY	CUL-DE-SAC	Slurry Seal
SANDWOOD COURT - RD0719	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
SAN TOMAS DRIVE - RD0715	CROSSWOODS CIR	AUBURN BLVD	Three Layer (TBD)
SAN TOMAS DRIVE - RD0715	AUBURN BLVD	WESTCHESTER WAY	Three Layer (TBD)
SARA LYNN WAY - RD0721	PRATT AVENUE	END	Slurry Seal
SERRANO COURT - RD0730	BLACKSTAR DRIVE	CUL-DE-SAC	Slurry Seal
SHALIMAR WAY - RD0738	PARIS STREET	LE MANS AVENUE	Three Layer
SKYLANE DRIVE - RD0751	VAN MAREN LANE	NAVION DRIVE	Slurry Seal
SOFTWOOD COURT - RD0758	BROCKWOOD WAY	CUL-DE-SAC	Cape Seal
SPRINGLEAF CT - RD0769	SUNBURST WAY	CUL-DE-SAC	Type V Slurry
STARLING COURT - RD0779	ZENITH DRIVE	CUL-DE-SAC	Type V Slurry
STARWOOD COURT - RD0780	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
STEARMAN WAY - RD0781	NAVION DRIVE	SKYLANE DRIVE	Three Layer
STEFFANO COURT - RD0782	LOUTH WAY	CUL-DE-SAC	Three Layer
STOCK RANCH ROAD - RD0785	SYLVAN ROAD	END	Slurry Seal
SUMMER AVENUE - RD0794	OAK FOREST STREET	RUSCH DRIVE	Slurry Seal
SUMMERPLACE DRIVE	ANTELOPE RD	ZENITH DRIVE	Three Layer
SUTRO COURT - RD0809	GALLANT CIRCLE	END (N)	Slurry Seal
SYCAMORE DRIVE - RD0812	MARIPOSA AVENUE	END (E)	Cape Seal
SYCAMORE DRIVE - RD0812	END (W)	END (E)	Cape Seal
SYCAMORE DRIVE - RD0812	AUBURN BLVD	MARIPOSA AVENUE	Cape Seal
TANBARK COURT - RD0825	NAVION DRIVE	CUL-DE-SAC	Slurry Seal
TREEBINE AVENUE - RD0846	LICHEN DRIVE	BUTTONWOOD WAY	Slurry Seal
TREETOP COURT - RD0850	OAK BEND WAY	CUL-DE-SAC	Slurry Seal
TREELARK WAY - RD0848	LICHEN DRIVE	BUTTERNUT DRIVE	Slurry Seal
TUPELO DRIVE - RD0859	DALY AVENUE	ANTELOPE ROAD	Three Layer
TWIN BROOK COURT - RD0860	TWIN PARK DRIVE	CUL-DE-SAC	Slurry Seal
TWIN PARK DRIVE - RD0863	SUNBURST WAY	WONNER WAY	Slurry Seal
TWIN WOOD WAY - RD0864	SUNMIST WAY	SUNBURST WAY	Slurry Seal
TWINING WAY - RD0865	VILLAVIEW DRIVE	RADFORD STREET	Slurry Seal
VISCOUNT WAY - RD0878	ZENITH DRIVE	WOODYARD WAY	Cape Seal

Street Name	Beg Location	End Location	Selected Treatment
VOYAGER WAY - RD0881	NAVION DRIVE	SKYLANE DRIVE	Three Layer
WALLWOOD COURT - RD0885	BROCKWOOD WAY	CUL-DE-SAC	Slurry Seal
WHYTE AVENUE - RD0902	ROSEVILLE ROAD	CITY LIMITS	Three Layer (TBD)
WILLOW TREE WAY - RD0908	CLOVERLEAF WAY	CLOVERLEAF WAY	Slurry Seal
WONNER WAY - RD0918	TWIN PARK DRIVE	END (S)	Slurry Seal
WOODSIDE DRIVE - RD0935	SYLVAN ROAD	BRIDGE	Slurry Seal
YARDGATE WAY - RD0937	OUTLOOK DRIVE	VISCOUNT WAY	Slurry Seal
ZENITH DRIVE - RD0944	OUTLOOK DRIVE	BUTTERNUT DRIVE	Three Layer

McCampbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2503813

Report Created for: Terracon

902 Industrial Way
Lodi, CA 95240

Project Contact: Joe Rosenbery
Project P.O.:
Project: NA257016; Industrial Way

Project Location:
Project Received: 03/13/2025

Analytical Report reviewed & approved for release on 03/18/2025 by:

Tracy Babjar
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current regulatory standards, where applicable, unless otherwise stated in a case narrative.

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Glossary of Terms & Qualifier Definitions

Client: Terracon **WorkOrder:** 2503813

Project: NA257016; Industrial Way

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CCV	Continuing Calibration Verification.
CCV REC (%)	% recovery of Continuing Calibration Verification.
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LCS2	Second LCS for the batch. Spike level is lower than that for the first LCS; applicable to method 1633.
LQL	Lowest Quantitation Level
MB	Method Blank
MB IS/SS % Rec	% Recovery of Internal Standard or Surrogate in Method Blank, if applicable
MB SS % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit [1]
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit [2]
RPD	Relative Percent Difference
RRT	Relative Retention Time
RSD	Relative Standard Deviation
SNR	Surrogate is diluted out of the calibration range

[1] MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016. Values are based upon our default extraction volume/amount and are subject to change.

[2] RL is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.) Values are based upon our default extraction volume/amount and are subject to change.

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Glossary of Terms & Qualifier Definitions

Client: Terracon **WorkOrder:** 2503813

Project: NA257016; Industrial Way

SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TNTC	“Too Numerous to Count;” greater than 250 colonies observed on the plate.
TZA	TimeZone Net Adjustment for sample collected outside of MAI's Coordinated Universal Time (UTC). (Adjustment for Daylight Saving is not accounted.)
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

Analytical Qualifiers

P	Agreement between the quantitative dual-column confirmation results exceed method recommended limits of 40% RPD. The lowest concentration is reported.
c16	The internal standard recovery is below the lower limit. The target analyte(s) were Not Detected (ND); therefore, the data is reportable.
e2	Diesel range compounds are detected; no recognizable pattern
e7	Oil range compounds are detected.
h2	Silica-gel (EPA 3630) cleanup
h8	Charcoal clean up (MAI)
h9	Size Exclusion Gravity Cleanup
k10	CARB 435 Exception 1 - No asbestos detected. The limit of quantitation (LOQ) = 0.25%.

Quality Control Qualifiers

F2	LCS/LCSD recovery and/or RPD/RSD is out of acceptance criteria.
F10	MS/MSD outside control limits. Physical or chemical interferences exist due to sample matrix.

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B/3640Am/3630Cm
Date Prepared:	03/17/2025	**Analytical Method:**	SW8081B
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Organochlorine Pesticides LL ESLs

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A/S1B	2503813-001A	Soil	03/13/2025 08:16	GC23 03152571.d	313427

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aldrin	ND		0.00010	1	03/18/2025 04:15
a-BHC	ND		0.00010	1	03/18/2025 04:15
b-BHC	ND		0.00010	1	03/18/2025 04:15
d-BHC	ND		0.00010	1	03/18/2025 04:15
g-BHC	ND		0.00010	1	03/18/2025 04:15
Chlordane (Technical)	ND		0.0025	1	03/18/2025 04:15
a-Chlordane	ND		0.00010	1	03/18/2025 04:15
g-Chlordane	**0.00011**		0.00010	1	03/18/2025 04:15
p,p-DDD	ND		0.00010	1	03/18/2025 04:15
p,p-DDE	**0.00033**	P	0.00010	1	03/18/2025 04:15
p,p-DDT	**0.0010**		0.00010	1	03/18/2025 04:15
Dieldrin	**0.00014**		0.00010	1	03/18/2025 04:15
Endosulfan I	ND		0.00010	1	03/18/2025 04:15
Endosulfan II	ND		0.00010	1	03/18/2025 04:15
Endosulfan sulfate	ND		0.00010	1	03/18/2025 04:15
Endrin	ND		0.00010	1	03/18/2025 04:15
Endrin aldehyde	**0.00012**		0.00010	1	03/18/2025 04:15
Endrin ketone	ND		0.00010	1	03/18/2025 04:15
Heptachlor	ND		0.00010	1	03/18/2025 04:15
Heptachlor epoxide	ND		0.00010	1	03/18/2025 04:15
Hexachlorobenzene	ND		0.0010	1	03/18/2025 04:15
Hexachlorocyclopentadiene	ND		0.0020	1	03/18/2025 04:15
Methoxychlor	ND		0.00020	1	03/18/2025 04:15
Toxaphene	ND		0.010	1	03/18/2025 04:15

Surrogates	REC (%)	Limits	
Decachlorobiphenyl	118	26-141	03/18/2025 04:15

Analyst(s): CN

Analytical Comments: h9,h2,h8

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B/3640Am/3630Cm
Date Prepared:	03/17/2025	**Analytical Method:**	SW8081B
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Organochlorine Pesticides LL ESLs

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A/S2B	2503813-002A	Soil	03/13/2025 08:34	GC23 03152572.d	313427

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aldrin	ND		0.00010	1	03/18/2025 04:30
a-BHC	ND		0.00010	1	03/18/2025 04:30
b-BHC	ND		0.00010	1	03/18/2025 04:30
d-BHC	ND		0.00010	1	03/18/2025 04:30
g-BHC	ND		0.00010	1	03/18/2025 04:30
Chlordane (Technical)	ND		0.0025	1	03/18/2025 04:30
a-Chlordane	**0.00068**	P	0.00010	1	03/18/2025 04:30
g-Chlordane	**0.00023**		0.00010	1	03/18/2025 04:30
p,p-DDD	ND		0.00010	1	03/18/2025 04:30
p,p-DDE	**0.00025**		0.00010	1	03/18/2025 04:30
p,p-DDT	ND		0.00010	1	03/18/2025 04:30
Dieldrin	ND		0.00010	1	03/18/2025 04:30
Endosulfan I	ND		0.00010	1	03/18/2025 04:30
Endosulfan II	ND		0.00010	1	03/18/2025 04:30
Endosulfan sulfate	ND		0.00010	1	03/18/2025 04:30
Endrin	ND		0.00010	1	03/18/2025 04:30
Endrin aldehyde	ND		0.00010	1	03/18/2025 04:30
Endrin ketone	ND		0.00010	1	03/18/2025 04:30
Heptachlor	ND		0.00010	1	03/18/2025 04:30
Heptachlor epoxide	ND		0.00010	1	03/18/2025 04:30
Hexachlorobenzene	ND		0.0010	1	03/18/2025 04:30
Hexachlorocyclopentadiene	ND		0.0020	1	03/18/2025 04:30
Methoxychlor	ND		0.00020	1	03/18/2025 04:30
Toxaphene	ND		0.010	1	03/18/2025 04:30

Surrogates	REC (%)	Limits	
Decachlorobiphenyl	113	26-141	03/18/2025 04:30

Analyst(s): CN

Analytical Comments: h9,h2,h8

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B/3640Am/3630Cm
Date Prepared:	03/17/2025	**Analytical Method:**	SW8081B
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Organochlorine Pesticides LL ESLs

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3/S4	2503813-003A	Soil	03/13/2025 08:48	GC23 03152573.d	313427

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.00010	1	03/18/2025 04:45
a-BHC	ND	0.00010	1	03/18/2025 04:45
b-BHC	ND	0.00010	1	03/18/2025 04:45
d-BHC	ND	0.00010	1	03/18/2025 04:45
g-BHC	ND	0.00010	1	03/18/2025 04:45
Chlordane (Technical)	ND	0.0025	1	03/18/2025 04:45
a-Chlordane	**0.00012**	0.00010	1	03/18/2025 04:45
g-Chlordane	ND	0.00010	1	03/18/2025 04:45
p,p-DDD	ND	0.00010	1	03/18/2025 04:45
p,p-DDE	ND	0.00010	1	03/18/2025 04:45
p,p-DDT	**0.00022**	0.00010	1	03/18/2025 04:45
Dieldrin	ND	0.00010	1	03/18/2025 04:45
Endosulfan I	ND	0.00010	1	03/18/2025 04:45
Endosulfan II	ND	0.00010	1	03/18/2025 04:45
Endosulfan sulfate	ND	0.00010	1	03/18/2025 04:45
Endrin	ND	0.00010	1	03/18/2025 04:45
Endrin aldehyde	ND	0.00010	1	03/18/2025 04:45
Endrin ketone	ND	0.00010	1	03/18/2025 04:45
Heptachlor	ND	0.00010	1	03/18/2025 04:45
Heptachlor epoxide	ND	0.00010	1	03/18/2025 04:45
Hexachlorobenzene	ND	0.0010	1	03/18/2025 04:45
Hexachlorocyclopentadiene	ND	0.0020	1	03/18/2025 04:45
Methoxychlor	ND	0.00020	1	03/18/2025 04:45
Toxaphene	ND	0.010	1	03/18/2025 04:45

Surrogates	REC (%)	Limits	
Decachlorobiphenyl	116	26-141	03/18/2025 04:45

Analyst(s): CN

Analytical Comments: h9,h2,h8

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B/3640Am/3630Cm
Date Prepared:	03/17/2025	**Analytical Method:**	SW8081B
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Organochlorine Pesticides LL ESLs

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5/S6	2503813-004A	Soil	03/13/2025 09:11	GC23 03152574.d	313427

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aldrin	ND		0.00010	1	03/18/2025 05:00
a-BHC	ND		0.00010	1	03/18/2025 05:00
b-BHC	ND		0.00010	1	03/18/2025 05:00
d-BHC	ND		0.00010	1	03/18/2025 05:00
g-BHC	ND		0.00010	1	03/18/2025 05:00
Chlordane (Technical)	ND		0.0025	1	03/18/2025 05:00
a-Chlordane	**0.00037**		0.00010	1	03/18/2025 05:00
g-Chlordane	**0.00052**	P	0.00010	1	03/18/2025 05:00
p,p-DDD	**0.00051**	P	0.00010	1	03/18/2025 05:00
p,p-DDE	**0.00036**	P	0.00010	1	03/18/2025 05:00
p,p-DDT	**0.00080**	P	0.00010	1	03/18/2025 05:00
Dieldrin	ND		0.00010	1	03/18/2025 05:00
Endosulfan I	ND		0.00010	1	03/18/2025 05:00
Endosulfan II	ND		0.00010	1	03/18/2025 05:00
Endosulfan sulfate	ND		0.00010	1	03/18/2025 05:00
Endrin	ND		0.00010	1	03/18/2025 05:00
Endrin aldehyde	ND		0.00010	1	03/18/2025 05:00
Endrin ketone	ND		0.00010	1	03/18/2025 05:00
Heptachlor	ND		0.00010	1	03/18/2025 05:00
Heptachlor epoxide	ND		0.00010	1	03/18/2025 05:00
Hexachlorobenzene	ND		0.0010	1	03/18/2025 05:00
Hexachlorocyclopentadiene	ND		0.0020	1	03/18/2025 05:00
Methoxychlor	ND		0.00020	1	03/18/2025 05:00
Toxaphene	ND		0.010	1	03/18/2025 05:00

Surrogates	REC (%)	Limits	
Decachlorobiphenyl	107	26-141	03/18/2025 05:00

Analyst(s): CN

Analytical Comments: h9,h2,h8

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B/3640Am/3630Cm
Date Prepared:	03/17/2025	**Analytical Method:**	SW8081B
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Organochlorine Pesticides LL ESLs

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7/S8	2503813-005A	Soil	03/13/2025 09:28	GC23 03152575.d	313427

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.00010	1	03/18/2025 05:14
a-BHC	ND	0.00010	1	03/18/2025 05:14
b-BHC	ND	0.00010	1	03/18/2025 05:14
d-BHC	ND	0.00010	1	03/18/2025 05:14
g-BHC	ND	0.00010	1	03/18/2025 05:14
Chlordane (Technical)	ND	0.0025	1	03/18/2025 05:14
a-Chlordane	ND	0.00010	1	03/18/2025 05:14
g-Chlordane	ND	0.00010	1	03/18/2025 05:14
p,p-DDD	ND	0.00010	1	03/18/2025 05:14
p,p-DDE	ND	0.00010	1	03/18/2025 05:14
p,p-DDT	ND	0.00010	1	03/18/2025 05:14
Dieldrin	ND	0.00010	1	03/18/2025 05:14
Endosulfan I	ND	0.00010	1	03/18/2025 05:14
Endosulfan II	ND	0.00010	1	03/18/2025 05:14
Endosulfan sulfate	ND	0.00010	1	03/18/2025 05:14
Endrin	ND	0.00010	1	03/18/2025 05:14
Endrin aldehyde	ND	0.00010	1	03/18/2025 05:14
Endrin ketone	ND	0.00010	1	03/18/2025 05:14
Heptachlor	ND	0.00010	1	03/18/2025 05:14
Heptachlor epoxide	ND	0.00010	1	03/18/2025 05:14
Hexachlorobenzene	ND	0.0010	1	03/18/2025 05:14
Hexachlorocyclopentadiene	ND	0.0020	1	03/18/2025 05:14
Methoxychlor	ND	0.00020	1	03/18/2025 05:14
Toxaphene	ND	0.010	1	03/18/2025 05:14

Surrogates	REC (%)	Limits	
Decachlorobiphenyl	67	20-145	03/18/2025 05:14

Analyst(s): CN

Analytical Comments: h9,h2,h8

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

TPH(g)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A	2503813-001B	Soil	03/13/2025 08:15	GC38 03142511.D	313195

Analytes	Result	RL	DF	Date Analyzed
TPH(g)	ND	0.25	1	03/14/2025 13:44

Surrogates	REC (%)	Limits	
Dibromofluoromethane	80	70-140	03/14/2025 13:44
Benzene-D6	90	50-140	03/14/2025 13:44

Analyst(s): TW

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A	2503813-002B	Soil	03/13/2025 08:34	GC38 03142512.D	313195

Analytes	Result	RL	DF	Date Analyzed
TPH(g)	ND	0.25	1	03/14/2025 14:22

Surrogates	REC (%)	Limits	
Dibromofluoromethane	80	70-140	03/14/2025 14:22
Benzene-D6	89	50-140	03/14/2025 14:22

Analyst(s): TW

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S4	2503813-003B	Soil	03/13/2025 08:48	GC38 03142513.D	313195

Analytes	Result	RL	DF	Date Analyzed
TPH(g)	ND	0.25	1	03/14/2025 15:00

Surrogates	REC (%)	Limits	
Dibromofluoromethane	80	70-140	03/14/2025 15:00
Benzene-D6	83	50-140	03/14/2025 15:00

Analyst(s): TW

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

TPH(g)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5	2503813-004B	Soil	03/13/2025 09:11	GC38 03142514.D	313195

Analytes	Result	RL	DF	Date Analyzed
TPH(g)	ND	0.25	1	03/14/2025 15:38

Surrogates	REC (%)	Limits	
Dibromofluoromethane	80	70-140	03/14/2025 15:38
Benzene-D6	85	50-140	03/14/2025 15:38

Analyst(s): TW

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7	2503813-005B	Soil	03/13/2025 09:20	GC38 03142515.D	313195

Analytes	Result	RL	DF	Date Analyzed
TPH(g)	ND	0.25	1	03/14/2025 16:16

Surrogates	REC (%)	Limits	
Dibromofluoromethane	79	70-140	03/14/2025 16:16
Benzene-D6	86	50-140	03/14/2025 16:16

Analyst(s): TW

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A	2503813-001B	Soil	03/13/2025 08:15	GC38 03142511.D	313195

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	03/14/2025 13:44
tert-Amyl methyl ether (TAME)	ND	0.0050	1	03/14/2025 13:44
Benzene	ND	0.0050	1	03/14/2025 13:44
Bromobenzene	ND	0.0050	1	03/14/2025 13:44
Bromochloromethane	ND	0.0050	1	03/14/2025 13:44
Bromodichloromethane	ND	0.0050	1	03/14/2025 13:44
Bromoform	ND	0.0050	1	03/14/2025 13:44
Bromomethane	ND	0.0050	1	03/14/2025 13:44
2-Butanone (MEK)	ND	0.10	1	03/14/2025 13:44
t-Butyl alcohol (TBA)	ND	0.050	1	03/14/2025 13:44
n-Butyl benzene	ND	0.0050	1	03/14/2025 13:44
sec-Butyl benzene	ND	0.0050	1	03/14/2025 13:44
tert-Butyl benzene	ND	0.0050	1	03/14/2025 13:44
Carbon Disulfide	ND	0.0050	1	03/14/2025 13:44
Carbon Tetrachloride	ND	0.0050	1	03/14/2025 13:44
Chlorobenzene	ND	0.0050	1	03/14/2025 13:44
Chloroethane	ND	0.0050	1	03/14/2025 13:44
Chloroform	ND	0.0050	1	03/14/2025 13:44
Chloromethane	ND	0.0050	1	03/14/2025 13:44
2-Chlorotoluene	ND	0.0050	1	03/14/2025 13:44
4-Chlorotoluene	ND	0.0050	1	03/14/2025 13:44
Dibromochloromethane	ND	0.0050	1	03/14/2025 13:44
1,2-Dibromo-3-chloropropane	ND	0.00050	1	03/14/2025 13:44
1,2-Dibromoethane (EDB)	ND	0.00025	1	03/14/2025 13:44
Dibromomethane	ND	0.0050	1	03/14/2025 13:44
1,2-Dichlorobenzene	ND	0.0050	1	03/14/2025 13:44
1,3-Dichlorobenzene	ND	0.0050	1	03/14/2025 13:44
1,4-Dichlorobenzene	ND	0.0050	1	03/14/2025 13:44
Dichlorodifluoromethane	ND	0.0050	1	03/14/2025 13:44
1,1-Dichloroethane	ND	0.0050	1	03/14/2025 13:44
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	03/14/2025 13:44
1,1-Dichloroethene	ND	0.0050	1	03/14/2025 13:44
cis-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 13:44
trans-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 13:44
1,2-Dichloropropane	ND	0.0050	1	03/14/2025 13:44

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A	2503813-001B	Soil	03/13/2025 08:15	GC38 03142511.D	313195

Analytes	Result	RL	DF	Date Analyzed
1,3-Dichloropropane	ND	0.0050	1	03/14/2025 13:44
2,2-Dichloropropane	ND	0.0050	1	03/14/2025 13:44
1,1-Dichloropropene	ND	0.0050	1	03/14/2025 13:44
cis-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 13:44
trans-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 13:44
Diisopropyl ether (DIPE)	ND	0.0050	1	03/14/2025 13:44
Ethylbenzene	ND	0.0050	1	03/14/2025 13:44
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	03/14/2025 13:44
Freon 113	ND	0.0050	1	03/14/2025 13:44
Hexachlorobutadiene	ND	0.0050	1	03/14/2025 13:44
Hexachloroethane	ND	0.0050	1	03/14/2025 13:44
2-Hexanone	ND	0.0050	1	03/14/2025 13:44
Isopropylbenzene	ND	0.0050	1	03/14/2025 13:44
4-Isopropyl toluene	ND	0.0050	1	03/14/2025 13:44
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	03/14/2025 13:44
Methylene chloride	ND	0.020	1	03/14/2025 13:44
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	03/14/2025 13:44
Naphthalene	ND	0.0050	1	03/14/2025 13:44
n-Propyl benzene	ND	0.0050	1	03/14/2025 13:44
Styrene	ND	0.0050	1	03/14/2025 13:44
1,1,1,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 13:44
1,1,2,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 13:44
Tetrachloroethene	ND	0.0050	1	03/14/2025 13:44
Toluene	ND	0.0050	1	03/14/2025 13:44
1,2,3-Trichlorobenzene	ND	0.0050	1	03/14/2025 13:44
1,2,4-Trichlorobenzene	ND	0.0050	1	03/14/2025 13:44
1,1,1-Trichloroethane	ND	0.0050	1	03/14/2025 13:44
1,1,2-Trichloroethane	ND	0.0050	1	03/14/2025 13:44
Trichloroethene	ND	0.0050	1	03/14/2025 13:44
Trichlorofluoromethane	ND	0.0050	1	03/14/2025 13:44
1,2,3-Trichloropropane	ND	0.00025	1	03/14/2025 13:44
1,2,4-Trimethylbenzene	ND	0.0050	1	03/14/2025 13:44
1,3,5-Trimethylbenzene	ND	0.0050	1	03/14/2025 13:44
Vinyl Chloride	ND	0.00025	1	03/14/2025 13:44
m,p-Xylene	ND	0.0050	1	03/14/2025 13:44

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A	2503813-001B	Soil	03/13/2025 08:15	GC38 03142511.D	313195

Analytes	Result	RL	DF	Date Analyzed
o-Xylene	ND	0.0050	1	03/14/2025 13:44
Xylenes, Total	ND	0.0050	1	03/14/2025 13:44

Surrogates	REC (%)	Limits	
Dibromofluoromethane	82	70-140	03/14/2025 13:44
Toluene-d8	110	70-140	03/14/2025 13:44
4-BFB	110	70-140	03/14/2025 13:44
Benzene-d6	116	50-140	03/14/2025 13:44
Ethylbenzene-d10	127	50-140	03/14/2025 13:44
1,2-DCB-d4	85	40-140	03/14/2025 13:44

Analyst(s): TW Analytical Comments: c16

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A	2503813-002B	Soil	03/13/2025 08:34	GC38 03142512.D	313195

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	03/14/2025 14:22
tert-Amyl methyl ether (TAME)	ND	0.0050	1	03/14/2025 14:22
Benzene	ND	0.0050	1	03/14/2025 14:22
Bromobenzene	ND	0.0050	1	03/14/2025 14:22
Bromochloromethane	ND	0.0050	1	03/14/2025 14:22
Bromodichloromethane	ND	0.0050	1	03/14/2025 14:22
Bromoform	ND	0.0050	1	03/14/2025 14:22
Bromomethane	ND	0.0050	1	03/14/2025 14:22
2-Butanone (MEK)	ND	0.10	1	03/14/2025 14:22
t-Butyl alcohol (TBA)	ND	0.050	1	03/14/2025 14:22
n-Butyl benzene	ND	0.0050	1	03/14/2025 14:22
sec-Butyl benzene	ND	0.0050	1	03/14/2025 14:22
tert-Butyl benzene	ND	0.0050	1	03/14/2025 14:22
Carbon Disulfide	ND	0.0050	1	03/14/2025 14:22
Carbon Tetrachloride	ND	0.0050	1	03/14/2025 14:22
Chlorobenzene	ND	0.0050	1	03/14/2025 14:22
Chloroethane	ND	0.0050	1	03/14/2025 14:22
Chloroform	ND	0.0050	1	03/14/2025 14:22
Chloromethane	ND	0.0050	1	03/14/2025 14:22
2-Chlorotoluene	ND	0.0050	1	03/14/2025 14:22
4-Chlorotoluene	ND	0.0050	1	03/14/2025 14:22
Dibromochloromethane	ND	0.0050	1	03/14/2025 14:22
1,2-Dibromo-3-chloropropane	ND	0.00050	1	03/14/2025 14:22
1,2-Dibromoethane (EDB)	ND	0.00025	1	03/14/2025 14:22
Dibromomethane	ND	0.0050	1	03/14/2025 14:22
1,2-Dichlorobenzene	ND	0.0050	1	03/14/2025 14:22
1,3-Dichlorobenzene	ND	0.0050	1	03/14/2025 14:22
1,4-Dichlorobenzene	ND	0.0050	1	03/14/2025 14:22
Dichlorodifluoromethane	ND	0.0050	1	03/14/2025 14:22
1,1-Dichloroethane	ND	0.0050	1	03/14/2025 14:22
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	03/14/2025 14:22
1,1-Dichloroethene	ND	0.0050	1	03/14/2025 14:22
cis-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 14:22
trans-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 14:22
1,2-Dichloropropane	ND	0.0050	1	03/14/2025 14:22

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A	2503813-002B	Soil	03/13/2025 08:34	GC38 03142512.D	313195

Analytes	Result	RL	DF	Date Analyzed
1,3-Dichloropropane	ND	0.0050	1	03/14/2025 14:22
2,2-Dichloropropane	ND	0.0050	1	03/14/2025 14:22
1,1-Dichloropropene	ND	0.0050	1	03/14/2025 14:22
cis-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 14:22
trans-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 14:22
Diisopropyl ether (DIPE)	ND	0.0050	1	03/14/2025 14:22
Ethylbenzene	ND	0.0050	1	03/14/2025 14:22
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	03/14/2025 14:22
Freon 113	ND	0.0050	1	03/14/2025 14:22
Hexachlorobutadiene	ND	0.0050	1	03/14/2025 14:22
Hexachloroethane	ND	0.0050	1	03/14/2025 14:22
2-Hexanone	ND	0.0050	1	03/14/2025 14:22
Isopropylbenzene	ND	0.0050	1	03/14/2025 14:22
4-Isopropyl toluene	ND	0.0050	1	03/14/2025 14:22
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	03/14/2025 14:22
Methylene chloride	ND	0.020	1	03/14/2025 14:22
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	03/14/2025 14:22
Naphthalene	ND	0.0050	1	03/14/2025 14:22
n-Propyl benzene	ND	0.0050	1	03/14/2025 14:22
Styrene	ND	0.0050	1	03/14/2025 14:22
1,1,1,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 14:22
1,1,2,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 14:22
Tetrachloroethene	ND	0.0050	1	03/14/2025 14:22
Toluene	ND	0.0050	1	03/14/2025 14:22
1,2,3-Trichlorobenzene	ND	0.0050	1	03/14/2025 14:22
1,2,4-Trichlorobenzene	ND	0.0050	1	03/14/2025 14:22
1,1,1-Trichloroethane	ND	0.0050	1	03/14/2025 14:22
1,1,2-Trichloroethane	ND	0.0050	1	03/14/2025 14:22
Trichloroethene	ND	0.0050	1	03/14/2025 14:22
Trichlorofluoromethane	ND	0.0050	1	03/14/2025 14:22
1,2,3-Trichloropropane	ND	0.00025	1	03/14/2025 14:22
1,2,4-Trimethylbenzene	ND	0.0050	1	03/14/2025 14:22
1,3,5-Trimethylbenzene	ND	0.0050	1	03/14/2025 14:22
Vinyl Chloride	ND	0.00025	1	03/14/2025 14:22
m,p-Xylene	ND	0.0050	1	03/14/2025 14:22

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A	2503813-002B	Soil	03/13/2025 08:34	GC38 03142512.D	313195

Analytes	Result	RL	DF	Date Analyzed
o-Xylene	ND	0.0050	1	03/14/2025 14:22
Xylenes, Total	ND	0.0050	1	03/14/2025 14:22

Surrogates	REC (%)	Limits	
Dibromofluoromethane	82	70-140	03/14/2025 14:22
Toluene-d8	111	70-140	03/14/2025 14:22
4-BFB	102	70-140	03/14/2025 14:22
Benzene-d6	115	50-140	03/14/2025 14:22
Ethylbenzene-d10	127	50-140	03/14/2025 14:22
1,2-DCB-d4	81	40-140	03/14/2025 14:22

Analyst(s): TW Analytical Comments: c16

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S4	2503813-003B	Soil	03/13/2025 08:48	GC38 03142513.D	313195

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	03/14/2025 15:00
tert-Amyl methyl ether (TAME)	ND	0.0050	1	03/14/2025 15:00
Benzene	ND	0.0050	1	03/14/2025 15:00
Bromobenzene	ND	0.0050	1	03/14/2025 15:00
Bromochloromethane	ND	0.0050	1	03/14/2025 15:00
Bromodichloromethane	ND	0.0050	1	03/14/2025 15:00
Bromoform	ND	0.0050	1	03/14/2025 15:00
Bromomethane	ND	0.0050	1	03/14/2025 15:00
2-Butanone (MEK)	ND	0.10	1	03/14/2025 15:00
t-Butyl alcohol (TBA)	ND	0.050	1	03/14/2025 15:00
n-Butyl benzene	ND	0.0050	1	03/14/2025 15:00
sec-Butyl benzene	ND	0.0050	1	03/14/2025 15:00
tert-Butyl benzene	ND	0.0050	1	03/14/2025 15:00
Carbon Disulfide	ND	0.0050	1	03/14/2025 15:00
Carbon Tetrachloride	ND	0.0050	1	03/14/2025 15:00
Chlorobenzene	ND	0.0050	1	03/14/2025 15:00
Chloroethane	ND	0.0050	1	03/14/2025 15:00
Chloroform	ND	0.0050	1	03/14/2025 15:00
Chloromethane	ND	0.0050	1	03/14/2025 15:00
2-Chlorotoluene	ND	0.0050	1	03/14/2025 15:00
4-Chlorotoluene	ND	0.0050	1	03/14/2025 15:00
Dibromochloromethane	ND	0.0050	1	03/14/2025 15:00
1,2-Dibromo-3-chloropropane	ND	0.00050	1	03/14/2025 15:00
1,2-Dibromoethane (EDB)	ND	0.00025	1	03/14/2025 15:00
Dibromomethane	ND	0.0050	1	03/14/2025 15:00
1,2-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:00
1,3-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:00
1,4-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:00
Dichlorodifluoromethane	ND	0.0050	1	03/14/2025 15:00
1,1-Dichloroethane	ND	0.0050	1	03/14/2025 15:00
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	03/14/2025 15:00
1,1-Dichloroethene	ND	0.0050	1	03/14/2025 15:00
cis-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 15:00
trans-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 15:00
1,2-Dichloropropane	ND	0.0050	1	03/14/2025 15:00

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S4	2503813-003B	Soil	03/13/2025 08:48	GC38 03142513.D	313195

Analytes	Result	RL	DF	Date Analyzed
1,3-Dichloropropane	ND	0.0050	1	03/14/2025 15:00
2,2-Dichloropropane	ND	0.0050	1	03/14/2025 15:00
1,1-Dichloropropene	ND	0.0050	1	03/14/2025 15:00
cis-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 15:00
trans-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 15:00
Diisopropyl ether (DIPE)	ND	0.0050	1	03/14/2025 15:00
Ethylbenzene	ND	0.0050	1	03/14/2025 15:00
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	03/14/2025 15:00
Freon 113	ND	0.0050	1	03/14/2025 15:00
Hexachlorobutadiene	ND	0.0050	1	03/14/2025 15:00
Hexachloroethane	ND	0.0050	1	03/14/2025 15:00
2-Hexanone	ND	0.0050	1	03/14/2025 15:00
Isopropylbenzene	ND	0.0050	1	03/14/2025 15:00
4-Isopropyl toluene	ND	0.0050	1	03/14/2025 15:00
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	03/14/2025 15:00
Methylene chloride	ND	0.020	1	03/14/2025 15:00
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	03/14/2025 15:00
Naphthalene	ND	0.0050	1	03/14/2025 15:00
n-Propyl benzene	ND	0.0050	1	03/14/2025 15:00
Styrene	ND	0.0050	1	03/14/2025 15:00
1,1,1,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 15:00
1,1,2,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 15:00
Tetrachloroethene	ND	0.0050	1	03/14/2025 15:00
Toluene	ND	0.0050	1	03/14/2025 15:00
1,2,3-Trichlorobenzene	ND	0.0050	1	03/14/2025 15:00
1,2,4-Trichlorobenzene	ND	0.0050	1	03/14/2025 15:00
1,1,1-Trichloroethane	ND	0.0050	1	03/14/2025 15:00
1,1,2-Trichloroethane	ND	0.0050	1	03/14/2025 15:00
Trichloroethene	ND	0.0050	1	03/14/2025 15:00
Trichlorofluoromethane	ND	0.0050	1	03/14/2025 15:00
1,2,3-Trichloropropane	ND	0.00025	1	03/14/2025 15:00
1,2,4-Trimethylbenzene	ND	0.0050	1	03/14/2025 15:00
1,3,5-Trimethylbenzene	ND	0.0050	1	03/14/2025 15:00
Vinyl Chloride	ND	0.00025	1	03/14/2025 15:00
m,p-Xylene	ND	0.0050	1	03/14/2025 15:00

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S4	2503813-003B	Soil	03/13/2025 08:48	GC38 03142513.D	313195

Analytes	Result	RL	DF	Date Analyzed
o-Xylene	ND	0.0050	1	03/14/2025 15:00
Xylenes, Total	ND	0.0050	1	03/14/2025 15:00

Surrogates	REC (%)	Limits	
Dibromofluoromethane	91	70-140	03/14/2025 15:00
Toluene-d8	112	70-140	03/14/2025 15:00
4-BFB	101	70-140	03/14/2025 15:00
Benzene-d6	119	50-140	03/14/2025 15:00
Ethylbenzene-d10	117	50-140	03/14/2025 15:00
1,2-DCB-d4	76	40-140	03/14/2025 15:00

Analyst(s): TW

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5	2503813-004B	Soil	03/13/2025 09:11	GC38 03142514.D	313195

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	03/14/2025 15:38
tert-Amyl methyl ether (TAME)	ND	0.0050	1	03/14/2025 15:38
Benzene	ND	0.0050	1	03/14/2025 15:38
Bromobenzene	ND	0.0050	1	03/14/2025 15:38
Bromochloromethane	ND	0.0050	1	03/14/2025 15:38
Bromodichloromethane	ND	0.0050	1	03/14/2025 15:38
Bromoform	ND	0.0050	1	03/14/2025 15:38
Bromomethane	ND	0.0050	1	03/14/2025 15:38
2-Butanone (MEK)	ND	0.10	1	03/14/2025 15:38
t-Butyl alcohol (TBA)	ND	0.050	1	03/14/2025 15:38
n-Butyl benzene	ND	0.0050	1	03/14/2025 15:38
sec-Butyl benzene	ND	0.0050	1	03/14/2025 15:38
tert-Butyl benzene	ND	0.0050	1	03/14/2025 15:38
Carbon Disulfide	ND	0.0050	1	03/14/2025 15:38
Carbon Tetrachloride	ND	0.0050	1	03/14/2025 15:38
Chlorobenzene	ND	0.0050	1	03/14/2025 15:38
Chloroethane	ND	0.0050	1	03/14/2025 15:38
Chloroform	ND	0.0050	1	03/14/2025 15:38
Chloromethane	ND	0.0050	1	03/14/2025 15:38
2-Chlorotoluene	ND	0.0050	1	03/14/2025 15:38
4-Chlorotoluene	ND	0.0050	1	03/14/2025 15:38
Dibromochloromethane	ND	0.0050	1	03/14/2025 15:38
1,2-Dibromo-3-chloropropane	ND	0.00050	1	03/14/2025 15:38
1,2-Dibromoethane (EDB)	ND	0.00025	1	03/14/2025 15:38
Dibromomethane	ND	0.0050	1	03/14/2025 15:38
1,2-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:38
1,3-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:38
1,4-Dichlorobenzene	ND	0.0050	1	03/14/2025 15:38
Dichlorodifluoromethane	ND	0.0050	1	03/14/2025 15:38
1,1-Dichloroethane	ND	0.0050	1	03/14/2025 15:38
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	03/14/2025 15:38
1,1-Dichloroethene	ND	0.0050	1	03/14/2025 15:38
cis-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 15:38
trans-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 15:38
1,2-Dichloropropane	ND	0.0050	1	03/14/2025 15:38

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5	2503813-004B	Soil	03/13/2025 09:11	GC38 03142514.D	313195

Analytes	Result	RL	DF	Date Analyzed
1,3-Dichloropropane	ND	0.0050	1	03/14/2025 15:38
2,2-Dichloropropane	ND	0.0050	1	03/14/2025 15:38
1,1-Dichloropropene	ND	0.0050	1	03/14/2025 15:38
cis-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 15:38
trans-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 15:38
Diisopropyl ether (DIPE)	ND	0.0050	1	03/14/2025 15:38
Ethylbenzene	ND	0.0050	1	03/14/2025 15:38
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	03/14/2025 15:38
Freon 113	ND	0.0050	1	03/14/2025 15:38
Hexachlorobutadiene	ND	0.0050	1	03/14/2025 15:38
Hexachloroethane	ND	0.0050	1	03/14/2025 15:38
2-Hexanone	ND	0.0050	1	03/14/2025 15:38
Isopropylbenzene	ND	0.0050	1	03/14/2025 15:38
4-Isopropyl toluene	ND	0.0050	1	03/14/2025 15:38
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	03/14/2025 15:38
Methylene chloride	ND	0.020	1	03/14/2025 15:38
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	03/14/2025 15:38
Naphthalene	ND	0.0050	1	03/14/2025 15:38
n-Propyl benzene	ND	0.0050	1	03/14/2025 15:38
Styrene	ND	0.0050	1	03/14/2025 15:38
1,1,1,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 15:38
1,1,2,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 15:38
Tetrachloroethene	ND	0.0050	1	03/14/2025 15:38
Toluene	ND	0.0050	1	03/14/2025 15:38
1,2,3-Trichlorobenzene	ND	0.0050	1	03/14/2025 15:38
1,2,4-Trichlorobenzene	ND	0.0050	1	03/14/2025 15:38
1,1,1-Trichloroethane	ND	0.0050	1	03/14/2025 15:38
1,1,2-Trichloroethane	ND	0.0050	1	03/14/2025 15:38
Trichloroethene	ND	0.0050	1	03/14/2025 15:38
Trichlorofluoromethane	ND	0.0050	1	03/14/2025 15:38
1,2,3-Trichloropropane	ND	0.00025	1	03/14/2025 15:38
1,2,4-Trimethylbenzene	ND	0.0050	1	03/14/2025 15:38
1,3,5-Trimethylbenzene	ND	0.0050	1	03/14/2025 15:38
Vinyl Chloride	ND	0.00025	1	03/14/2025 15:38
m,p-Xylene	ND	0.0050	1	03/14/2025 15:38

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5	2503813-004B	Soil	03/13/2025 09:11	GC38 03142514.D	313195

Analytes	Result	RL	DF	Date Analyzed
o-Xylene	ND	0.0050	1	03/14/2025 15:38
Xylenes, Total	ND	0.0050	1	03/14/2025 15:38

Surrogates	REC (%)	Limits	
Dibromofluoromethane	90	70-140	03/14/2025 15:38
Toluene-d8	111	70-140	03/14/2025 15:38
4-BFB	105	70-140	03/14/2025 15:38
Benzene-d6	124	50-140	03/14/2025 15:38
Ethylbenzene-d10	120	50-140	03/14/2025 15:38
1,2-DCB-d4	80	40-140	03/14/2025 15:38

Analyst(s): TW Analytical Comments: c16

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7	2503813-005B	Soil	03/13/2025 09:20	GC38 03142515.D	313195

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	03/14/2025 16:16
tert-Amyl methyl ether (TAME)	ND	0.0050	1	03/14/2025 16:16
Benzene	ND	0.0050	1	03/14/2025 16:16
Bromobenzene	ND	0.0050	1	03/14/2025 16:16
Bromochloromethane	ND	0.0050	1	03/14/2025 16:16
Bromodichloromethane	ND	0.0050	1	03/14/2025 16:16
Bromoform	ND	0.0050	1	03/14/2025 16:16
Bromomethane	ND	0.0050	1	03/14/2025 16:16
2-Butanone (MEK)	ND	0.10	1	03/14/2025 16:16
t-Butyl alcohol (TBA)	ND	0.050	1	03/14/2025 16:16
n-Butyl benzene	ND	0.0050	1	03/14/2025 16:16
sec-Butyl benzene	ND	0.0050	1	03/14/2025 16:16
tert-Butyl benzene	ND	0.0050	1	03/14/2025 16:16
Carbon Disulfide	ND	0.0050	1	03/14/2025 16:16
Carbon Tetrachloride	ND	0.0050	1	03/14/2025 16:16
Chlorobenzene	ND	0.0050	1	03/14/2025 16:16
Chloroethane	ND	0.0050	1	03/14/2025 16:16
Chloroform	ND	0.0050	1	03/14/2025 16:16
Chloromethane	ND	0.0050	1	03/14/2025 16:16
2-Chlorotoluene	ND	0.0050	1	03/14/2025 16:16
4-Chlorotoluene	ND	0.0050	1	03/14/2025 16:16
Dibromochloromethane	ND	0.0050	1	03/14/2025 16:16
1,2-Dibromo-3-chloropropane	ND	0.00050	1	03/14/2025 16:16
1,2-Dibromoethane (EDB)	ND	0.00025	1	03/14/2025 16:16
Dibromomethane	ND	0.0050	1	03/14/2025 16:16
1,2-Dichlorobenzene	ND	0.0050	1	03/14/2025 16:16
1,3-Dichlorobenzene	ND	0.0050	1	03/14/2025 16:16
1,4-Dichlorobenzene	ND	0.0050	1	03/14/2025 16:16
Dichlorodifluoromethane	ND	0.0050	1	03/14/2025 16:16
1,1-Dichloroethane	ND	0.0050	1	03/14/2025 16:16
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	03/14/2025 16:16
1,1-Dichloroethene	ND	0.0050	1	03/14/2025 16:16
cis-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 16:16
trans-1,2-Dichloroethene	ND	0.0050	1	03/14/2025 16:16
1,2-Dichloropropane	ND	0.0050	1	03/14/2025 16:16

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7	2503813-005B	Soil	03/13/2025 09:20	GC38 03142515.D	313195

Analytes	Result	RL	DF	Date Analyzed
1,3-Dichloropropane	ND	0.0050	1	03/14/2025 16:16
2,2-Dichloropropane	ND	0.0050	1	03/14/2025 16:16
1,1-Dichloropropene	ND	0.0050	1	03/14/2025 16:16
cis-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 16:16
trans-1,3-Dichloropropene	ND	0.0050	1	03/14/2025 16:16
Diisopropyl ether (DIPE)	ND	0.0050	1	03/14/2025 16:16
Ethylbenzene	ND	0.0050	1	03/14/2025 16:16
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	03/14/2025 16:16
Freon 113	ND	0.0050	1	03/14/2025 16:16
Hexachlorobutadiene	ND	0.0050	1	03/14/2025 16:16
Hexachloroethane	ND	0.0050	1	03/14/2025 16:16
2-Hexanone	ND	0.0050	1	03/14/2025 16:16
Isopropylbenzene	ND	0.0050	1	03/14/2025 16:16
4-Isopropyl toluene	ND	0.0050	1	03/14/2025 16:16
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	03/14/2025 16:16
Methylene chloride	ND	0.020	1	03/14/2025 16:16
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	03/14/2025 16:16
Naphthalene	ND	0.0050	1	03/14/2025 16:16
n-Propyl benzene	ND	0.0050	1	03/14/2025 16:16
Styrene	ND	0.0050	1	03/14/2025 16:16
1,1,1,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 16:16
1,1,2,2-Tetrachloroethane	ND	0.0050	1	03/14/2025 16:16
Tetrachloroethene	ND	0.0050	1	03/14/2025 16:16
Toluene	ND	0.0050	1	03/14/2025 16:16
1,2,3-Trichlorobenzene	ND	0.0050	1	03/14/2025 16:16
1,2,4-Trichlorobenzene	ND	0.0050	1	03/14/2025 16:16
1,1,1-Trichloroethane	ND	0.0050	1	03/14/2025 16:16
1,1,2-Trichloroethane	ND	0.0050	1	03/14/2025 16:16
Trichloroethene	ND	0.0050	1	03/14/2025 16:16
Trichlorofluoromethane	ND	0.0050	1	03/14/2025 16:16
1,2,3-Trichloropropane	ND	0.00025	1	03/14/2025 16:16
1,2,4-Trimethylbenzene	ND	0.0050	1	03/14/2025 16:16
1,3,5-Trimethylbenzene	ND	0.0050	1	03/14/2025 16:16
Vinyl Chloride	ND	0.00025	1	03/14/2025 16:16
m,p-Xylene	ND	0.0050	1	03/14/2025 16:16

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW5030B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8260D
Project:	NA257016; Industrial Way	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7	2503813-005B	Soil	03/13/2025 09:20	GC38 03142515.D	313195

Analytes	Result	RL	DF	Date Analyzed
o-Xylene	ND	0.0050	1	03/14/2025 16:16
Xylenes, Total	ND	0.0050	1	03/14/2025 16:16

Surrogates	REC (%)	Limits	Date Analyzed
Dibromofluoromethane	90	70-140	03/14/2025 16:16
Toluene-d8	112	70-140	03/14/2025 16:16
4-BFB	104	70-140	03/14/2025 16:16
Benzene-d6	124	50-140	03/14/2025 16:16
Ethylbenzene-d10	122	50-140	03/14/2025 16:16
1,2-DCB-d4	79	40-140	03/14/2025 16:16

Analyst(s): TW Analytical Comments: c16

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3050B
Date Prepared:	03/14/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A/S1B	2503813-001A	Soil	03/13/2025 08:16	ICP-MS6 154SMPL.d	313183

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.81**	0.50	1	03/14/2025 16:48
Arsenic	**9.6**	0.50	1	03/14/2025 16:48
Barium	**150**	5.0	1	03/14/2025 16:48
Beryllium	**0.59**	0.50	1	03/14/2025 16:48
Cadmium	ND	0.50	1	03/14/2025 16:48
Chromium	**75**	0.50	1	03/14/2025 16:48
Cobalt	**14**	0.50	1	03/14/2025 16:48
Copper	**30**	0.50	1	03/14/2025 16:48
Lead	**13**	0.50	1	03/14/2025 16:48
Mercury	**0.17**	0.050	1	03/14/2025 16:48
Molybdenum	ND	0.50	1	03/14/2025 16:48
Nickel	**84**	0.50	1	03/14/2025 16:48
Selenium	ND	0.50	1	03/14/2025 16:48
Silver	ND	0.50	1	03/14/2025 16:48
Thallium	ND	0.50	1	03/14/2025 16:48
Vanadium	**83**	0.50	1	03/14/2025 16:48
Zinc	**59**	5.0	1	03/14/2025 16:48

Surrogates	REC (%)	Limits	
Terbium	108	70-130	03/14/2025 16:48

Analyst(s): MIG

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3050B
Date Prepared:	03/14/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A/S2B	2503813-002A	Soil	03/13/2025 08:34	ICP-MS5 131SMPL.d	313183

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.62**	0.50	1	03/14/2025 16:57
Arsenic	**7.1**	0.50	1	03/14/2025 16:57
Barium	**190**	5.0	1	03/14/2025 16:57
Beryllium	**0.53**	0.50	1	03/14/2025 16:57
Cadmium	ND	0.50	1	03/14/2025 16:57
Chromium	**65**	0.50	1	03/14/2025 16:57
Cobalt	**16**	0.50	1	03/14/2025 16:57
Copper	**37**	0.50	1	03/14/2025 16:57
Lead	**18**	0.50	1	03/14/2025 16:57
Mercury	**0.063**	0.050	1	03/14/2025 16:57
Molybdenum	ND	0.50	1	03/14/2025 16:57
Nickel	**81**	0.50	1	03/14/2025 16:57
Selenium	ND	0.50	1	03/14/2025 16:57
Silver	ND	0.50	1	03/14/2025 16:57
Thallium	ND	0.50	1	03/14/2025 16:57
Vanadium	**76**	0.50	1	03/14/2025 16:57
Zinc	**69**	5.0	1	03/14/2025 16:57

Surrogates	REC (%)	Limits	
Terbium	102	70-130	03/14/2025 16:57

Analyst(s): AL

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3050B
Date Prepared:	03/14/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3/S4	2503813-003A	Soil	03/13/2025 08:48	ICP-MS6 155SMPL.d	313183

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.73**	0.50	1	03/14/2025 16:52
Arsenic	**7.6**	0.50	1	03/14/2025 16:52
Barium	**240**	5.0	1	03/14/2025 16:52
Beryllium	**0.57**	0.50	1	03/14/2025 16:52
Cadmium	ND	0.50	1	03/14/2025 16:52
Chromium	**64**	0.50	1	03/14/2025 16:52
Cobalt	**16**	0.50	1	03/14/2025 16:52
Copper	**38**	0.50	1	03/14/2025 16:52
Lead	**9.2**	0.50	1	03/14/2025 16:52
Mercury	**0.094**	0.050	1	03/14/2025 16:52
Molybdenum	ND	0.50	1	03/14/2025 16:52
Nickel	**78**	0.50	1	03/14/2025 16:52
Selenium	ND	0.50	1	03/14/2025 16:52
Silver	ND	0.50	1	03/14/2025 16:52
Thallium	ND	0.50	1	03/14/2025 16:52
Vanadium	**77**	0.50	1	03/14/2025 16:52
Zinc	**72**	5.0	1	03/14/2025 16:52

Surrogates	REC (%)	Limits	
Terbium	109	70-130	03/14/2025 16:52

Analyst(s): MIG

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3050B
Date Prepared:	03/14/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5/S6	2503813-004A	Soil	03/13/2025 09:11	ICP-MS5 125SMPL.d	313232

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	03/14/2025 16:35
Arsenic	**6.3**	0.50	1	03/14/2025 16:35
Barium	**230**	5.0	1	03/14/2025 16:35
Beryllium	ND	0.50	1	03/14/2025 16:35
Cadmium	ND	0.50	1	03/14/2025 16:35
Chromium	**59**	0.50	1	03/14/2025 16:35
Cobalt	**13**	0.50	1	03/14/2025 16:35
Copper	**25**	0.50	1	03/14/2025 16:35
Lead	**7.2**	0.50	1	03/14/2025 16:35
Mercury	**0.29**	0.050	1	03/14/2025 16:35
Molybdenum	ND	0.50	1	03/14/2025 16:35
Nickel	**67**	0.50	1	03/14/2025 16:35
Selenium	ND	0.50	1	03/14/2025 16:35
Silver	ND	0.50	1	03/14/2025 16:35
Thallium	ND	0.50	1	03/14/2025 16:35
Vanadium	**65**	0.50	1	03/14/2025 16:35
Zinc	**53**	5.0	1	03/14/2025 16:35

Surrogates	REC (%)	Limits	
Terbium	104	70-130	03/14/2025 16:35

Analyst(s): AL

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3050B
Date Prepared:	03/14/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7/S8	**2503813-005A**	**Soil**	**03/13/2025 09:28**	**ICP-MS6 148SMPL.d**	**313232**

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	03/14/2025 16:27
Arsenic	**6.7**	0.50	1	03/14/2025 16:27
Barium	**270**	5.0	1	03/14/2025 16:27
Beryllium	ND	0.50	1	03/14/2025 16:27
Cadmium	ND	0.50	1	03/14/2025 16:27
Chromium	**67**	0.50	1	03/14/2025 16:27
Cobalt	**17**	0.50	1	03/14/2025 16:27
Copper	**37**	0.50	1	03/14/2025 16:27
Lead	**7.5**	0.50	1	03/14/2025 16:27
Mercury	**0.12**	0.050	1	03/14/2025 16:27
Molybdenum	ND	0.50	1	03/14/2025 16:27
Nickel	**90**	0.50	1	03/14/2025 16:27
Selenium	ND	0.50	1	03/14/2025 16:27
Silver	ND	0.50	1	03/14/2025 16:27
Thallium	ND	0.50	1	03/14/2025 16:27
Vanadium	**78**	0.50	1	03/14/2025 16:27
Zinc	**65**	5.0	1	03/14/2025 16:27

Surrogates	REC (%)	Limits	
Terbium	107	70-130	03/14/2025 16:27

Analyst(s): MIG

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	03/14/2025	**Analytical Method:**	435 CARB
Project:	NA257016; Industrial Way	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A/S1B	2503813-001A	Soil	03/13/2025 08:16	Microscope	313466

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	03/17/2025 13:50

Analyst(s): DA Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A/S2B	2503813-002A	Soil	03/13/2025 08:34	Microscope	313466

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	03/17/2025 14:10

Analyst(s): DA Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3/S4	2503813-003A	Soil	03/13/2025 08:48	Microscope	313466

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	03/17/2025 14:30

Analyst(s): DA Analytical Comments: k10

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	03/14/2025	**Analytical Method:**	435 CARB
Project:	NA257016; Industrial Way	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5/S6	2503813-004A	Soil	03/13/2025 09:11	Microscope	313466

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	03/17/2025 15:10

Analyst(s): DA

Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7/S8	2503813-005A	Soil	03/13/2025 09:28	Microscope	313466

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	03/17/2025 15:30

Analyst(s): DA

Analytical Comments: k10

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8015B
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A/S1B	2503813-001A	Soil	03/13/2025 08:16	GC6A 03142526.D	313193

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	03/14/2025 17:16
TPH-Motor Oil (C18-C36)	ND	10	1	03/14/2025 17:16

Surrogates	REC (%)	Limits	
C9	88	69-160	03/14/2025 17:16

Analyst(s): DGA

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A/S2B	2503813-002A	Soil	03/13/2025 08:34	GC39B 03142513.D	313193

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	**2.2**	2.0	1	03/14/2025 13:35
TPH-Motor Oil (C18-C36)	ND	10	1	03/14/2025 13:35

Surrogates	REC (%)	Limits	
C9	97	69-160	03/14/2025 13:35

Analyst(s): JNG Analytical Comments: e2

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3/S4	2503813-003A	Soil	03/13/2025 08:48	GC39B 03142511.D	313193

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	**2.2**	2.0	1	03/14/2025 12:53
TPH-Motor Oil (C18-C36)	**10**	10	1	03/14/2025 12:53

Surrogates	REC (%)	Limits	
C9	97	69-160	03/14/2025 12:53

Analyst(s): JNG Analytical Comments: e7,e2

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	SW3550B
Date Prepared:	03/13/2025	**Analytical Method:**	SW8015B
Project:	NA257016; Industrial Way	**Unit:**	mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5/S6	**2503813-004A**	**Soil**	**03/13/2025 09:11**	**GC39A 03142512.D**	**313193**

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	03/14/2025 12:53
TPH-Motor Oil (C18-C36)	ND	10	1	03/14/2025 12:53

Surrogates	REC (%)	Limits	
C9	88	69-160	03/14/2025 12:53

Analyst(s): JNG

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7/S8	**2503813-005A**	**Soil**	**03/13/2025 09:28**	**GC39A 03142514.D**	**313193**

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	03/14/2025 13:35
TPH-Motor Oil (C18-C36)	**10**	10	1	03/14/2025 13:35

Surrogates	REC (%)	Limits	
C9	90	69-160	03/14/2025 13:35

Analyst(s): JNG Analytical Comments: e7

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/17/2025	**BatchID:**	313427
Date Analyzed:	03/17/2025	**Extraction Method:**	SW3550B/3640Am/3630Cm
Instrument:	GC23	**Analytical Method:**	SW8081B
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313427

QC Summary Report for SW8081B

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Aldrin	ND	0.000042	0.00010	-	-	-
a-BHC	ND	0.000050	0.00010	-	-	-
b-BHC	ND	0.000051	0.00010	-	-	-
d-BHC	ND	0.000041	0.00010	-	-	-
g-BHC	ND	0.000052	0.00010	-	-	-
Chlordane (Technical)	ND	0.0014	0.0025	-	-	-
a-Chlordane	ND	0.000045	0.00010	-	-	-
g-Chlordane	ND	0.000058	0.00010	-	-	-
p,p-DDD	ND	0.000041	0.00010	-	-	-
p,p-DDE	ND	0.000058	0.00010	-	-	-
p,p-DDT	ND	0.000065	0.00010	-	-	-
Dieldrin	ND	0.000061	0.00010	-	-	-
Endosulfan I	ND	0.000037	0.00010	-	-	-
Endosulfan II	ND	0.000078	0.00010	-	-	-
Endosulfan sulfate	ND	0.000036	0.00010	-	-	-
Endrin	ND	0.000070	0.00010	-	-	-
Endrin aldehyde	ND	0.000061	0.00010	-	-	-
Endrin ketone	ND	0.000087	0.00010	-	-	-
Heptachlor	ND	0.000056	0.00010	-	-	-
Heptachlor epoxide	ND	0.000035	0.00010	-	-	-
Hexachlorobenzene	ND	0.000073	0.0010	-	-	-
Hexachlorocyclopentadiene	ND	0.00030	0.0020	-	-	-
Methoxychlor	ND	0.000079	0.00020	-	-	-
Toxaphene	ND	0.0058	0.010	-	-	-
Surrogate Recovery						
Decachlorobiphenyl	0.0048			0.005	96	28-170

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/17/2025	**BatchID:**	313427
Date Analyzed:	03/17/2025	**Extraction Method:**	SW3550B/3640Am/3630Cm
Instrument:	GC23	**Analytical Method:**	SW8081B
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313427

QC Summary Report for SW8081B

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aldrin	0.0037	0.0039	0.0050	75	78	31-155	4.82	20
a-BHC	0.0037	0.0042	0.0050	74	84	32-160	12.7	20
b-BHC	0.0037	0.0039	0.0050	73	77	44-149	5.26	20
d-BHC	0.0033	0.0035	0.0050	66	69	37-157	4.38	20
g-BHC	0.0034	0.0040	0.0050	68	80	43-154	15.6	20
a-Chlordane	0.0037	0.0040	0.0050	75	79	39-150	6.05	20
g-Chlordane	0.0037	0.0040	0.0050	73	80	39-151	9.09	20
p,p-DDD	0.0041	0.0043	0.0050	81	87	30-158	6.67	20
p,p-DDE	0.0040	0.0042	0.0050	80	85	47-149	5.51	20
p,p-DDT	0.0038	0.0039	0.0050	75	77	56-166	2.46	20
Dieldrin	0.0039	0.0041	0.0050	79	83	50-163	5.12	20
Endosulfan I	0.0036	0.0038	0.0050	72	76	45-159	4.29	20
Endosulfan II	0.0039	0.0041	0.0050	78	81	41-155	4.24	20
Endosulfan sulfate	0.0039	0.0041	0.0050	77	81	45-156	5.05	20
Endrin	0.0039	0.0041	0.0050	79	83	54-154	5.02	20
Endrin aldehyde	0.0035	0.0031	0.0050	71	61	27-159	14.9	20
Endrin ketone	0.0036	0.0039	0.0050	72	78	40-147	8.37	20
Heptachlor	0.0036	0.0038	0.0050	71	76	52-165	6.64	20
Heptachlor epoxide	0.0038	0.0039	0.0050	75	78	46-145	3.43	20
Hexachlorobenzene	0.0037	0.0039	0.0050	74	78	22-156	5.83	20
Hexachlorocyclopentadiene	0.0024	0.0027	0.0050	48	55	43-173	13.8	20
Methoxychlor	0.0036	0.0039	0.0050	72	79	49-150	8.29	20
Surrogate Recovery								
Decachlorobiphenyl	0.0044	0.0047	0.0050	87	93	28-170	6.81	30

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
TPH(g)	ND	0.25	0.25	-	-	-
Surrogate Recovery						
Dibromofluoromethane	0.10			0.125	80	70-140
Benzene-D6	0.090			0.1	90	70-140

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(g)	0.70	0.70	1	70	70	70-130	0.620	20
Surrogate Recovery								
Dibromofluoromethane	0.10	0.10	0.12	81	81	70-140	0.184	20
Benzene-D6	0.094	0.094	0.10	94	94	70-140	0.542	20

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Acetone	ND	0.12	0.20	-	-	-
tert-Amyl methyl ether (TAME)	ND	0.0012	0.0050	-	-	-
Benzene	ND	0.00095	0.0050	-	-	-
Bromobenzene	ND	0.0012	0.0050	-	-	-
Bromochloromethane	ND	0.0011	0.0050	-	-	-
Bromodichloromethane	ND	0.00023	0.0050	-	-	-
Bromoform	ND	0.0038	0.0050	-	-	-
Bromomethane	ND	0.0018	0.0050	-	-	-
2-Butanone (MEK)	ND	0.040	0.10	-	-	-
t-Butyl alcohol (TBA)	ND	0.024	0.050	-	-	-
n-Butyl benzene	ND	0.0016	0.0050	-	-	-
sec-Butyl benzene	ND	0.0018	0.0050	-	-	-
tert-Butyl benzene	ND	0.0021	0.0050	-	-	-
Carbon Disulfide	ND	0.0011	0.0050	-	-	-
Carbon Tetrachloride	ND	0.00017	0.0050	-	-	-
Chlorobenzene	ND	0.0012	0.0050	-	-	-
Chloroethane	ND	0.0017	0.0050	-	-	-
Chloroform	ND	0.00032	0.0050	-	-	-
Chloromethane	ND	0.0017	0.0050	-	-	-
2-Chlorotoluene	ND	0.0016	0.0050	-	-	-
4-Chlorotoluene	ND	0.0013	0.0050	-	-	-
Dibromochloromethane	ND	0.00040	0.0050	-	-	-
1,2-Dibromo-3-chloropropane	ND	0.00048	0.00050	-	-	-
1,2-Dibromoethane (EDB)	ND	0.00013	0.00025	-	-	-
Dibromomethane	ND	0.0012	0.0050	-	-	-
1,2-Dichlorobenzene	ND	0.0017	0.0050	-	-	-
1,3-Dichlorobenzene	ND	0.0015	0.0050	-	-	-
1,4-Dichlorobenzene	ND	0.0015	0.0050	-	-	-
Dichlorodifluoromethane	ND	0.00063	0.0050	-	-	-
1,1-Dichloroethane	ND	0.0015	0.0050	-	-	-
1,2-Dichloroethane (1,2-DCA)	ND	0.000070	0.00010	-	-	-
1,1-Dichloroethene	ND	0.00011	0.0050	-	-	-
cis-1,2-Dichloroethene	ND	0.0012	0.0050	-	-	-
trans-1,2-Dichloroethene	ND	0.0012	0.0050	-	-	-
1,2-Dichloropropane	ND	0.0013	0.0050	-	-	-
1,3-Dichloropropane	ND	0.00088	0.0050	-	-	-
2,2-Dichloropropane	ND	0.0019	0.0050	-	-	-
1,1-Dichloropropene	ND	0.0018	0.0050	-	-	-

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
cis-1,3-Dichloropropene	ND	0.00098	0.0050	-	-	-
trans-1,3-Dichloropropene	ND	0.00097	0.0050	-	-	-
Diisopropyl ether (DIPE)	ND	0.0018	0.0050	-	-	-
Ethylbenzene	ND	0.0011	0.0050	-	-	-
Ethyl tert-butyl ether (ETBE)	ND	0.0014	0.0050	-	-	-
Freon 113	ND	0.0011	0.0050	-	-	-
Hexachlorobutadiene	ND	0.0012	0.0050	-	-	-
Hexachloroethane	ND	0.00064	0.0050	-	-	-
2-Hexanone	ND	0.0027	0.0050	-	-	-
Isopropylbenzene	ND	0.0018	0.0050	-	-	-
4-Isopropyl toluene	ND	0.0019	0.0050	-	-	-
Methyl-t-butyl ether (MTBE)	ND	0.0015	0.0050	-	-	-
Methylene chloride	ND	0.012	0.020	-	-	-
4-Methyl-2-pentanone (MIBK)	ND	0.0017	0.0050	-	-	-
Naphthalene	ND	0.0030	0.0050	-	-	-
n-Propyl benzene	ND	0.0019	0.0050	-	-	-
Styrene	ND	0.0014	0.0050	-	-	-
1,1,1,2-Tetrachloroethane	ND	0.0013	0.0050	-	-	-
1,1,2,2-Tetrachloroethane	ND	0.00044	0.0050	-	-	-
Tetrachloroethene	ND	0.00029	0.0050	-	-	-
Toluene	ND	0.0016	0.0050	-	-	-
1,2,3-Trichlorobenzene	ND	0.0021	0.0050	-	-	-
1,2,4-Trichlorobenzene	ND	0.0016	0.0050	-	-	-
1,1,1-Trichloroethane	ND	0.0016	0.0050	-	-	-
1,1,2-Trichloroethane	ND	0.0012	0.0050	-	-	-
Trichloroethene	ND	0.0014	0.0050	-	-	-
Trichlorofluoromethane	ND	0.0013	0.0050	-	-	-
1,2,3-Trichloropropane	ND	0.00017	0.00025	-	-	-
1,2,4-Trimethylbenzene	ND	0.0016	0.0050	-	-	-
1,3,5-Trimethylbenzene	ND	0.0017	0.0050	-	-	-
Vinyl Chloride	ND	0.00012	0.00025	-	-	-
m,p-Xylene	ND	0.0026	0.0050	-	-	-
o-Xylene	ND	0.0014	0.0050	-	-	-

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Surrogate Recovery						
Dibromofluoromethane	0.12			0.125	94	70-140
Toluene-d8	0.14			0.125	115	70-140
4-BFB	0.011			0.0125	92	70-140
Benzene-d6	0.10			0.1	103	70-140
Ethylbenzene-d10	0.13			0.1	128	70-140
1,2-DCB-d4	0.080			0.1	79	70-140

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acetone	0.23	0.23	0.20	113	113	60-140	0.562	30
tert-Amyl methyl ether (TAME)	0.015	0.015	0.020	74	75	50-140	0.799	30
Benzene	0.018	0.018	0.020	91	90	60-140	1.37	30
Bromobenzene	0.019	0.019	0.020	97	95	60-140	1.26	30
Bromochloromethane	0.017	0.017	0.020	86	86	60-140	0.853	30
Bromodichloromethane	0.017	0.016	0.020	83	82	60-140	1.95	30
Bromoform	0.013	0.012	0.020	63	62	40-140	0.386	30
Bromomethane	0.021	0.021	0.020	107	106	30-140	1.63	30
2-Butanone (MEK)	0.071	0.073	0.080	88	91	50-140	3.01	30
t-Butyl alcohol (TBA)	0.062	0.060	0.080	78	75	50-140	4.13	30
n-Butyl benzene	0.025	0.025	0.020	126	125	60-150	0.874	30
sec-Butyl benzene	0.026	0.026	0.020	132	130	60-150	2.23	30
tert-Butyl benzene	0.025	0.025	0.020	124	123	60-140	0.711	30
Carbon Disulfide	0.021	0.020	0.020	103	102	50-140	1.49	30
Carbon Tetrachloride	0.019	0.019	0.020	97	95	60-140	2.45	30
Chlorobenzene	0.019	0.018	0.020	94	92	60-140	1.79	30
Chloroethane	0.019	0.018	0.020	95	92	50-140	2.79	30
Chloroform	0.018	0.018	0.020	92	90	60-140	2.10	30
Chloromethane	0.016	0.016	0.020	81	80	20-140	1.79	30
2-Chlorotoluene	0.022	0.022	0.020	112	110	60-140	1.69	30
4-Chlorotoluene	0.023	0.022	0.020	116	112	60-140	3.19	30
Dibromochloromethane	0.016	0.016	0.020	81	79	50-140	2.24	30
1,2-Dibromo-3-chloropropane	0.0061	0.0061	0.010	61	61	30-140	0.835	30
1,2-Dibromoethane (EDB)	0.0084	0.0082	0.010	84	82	40-140	1.79	30
Dibromomethane	0.017	0.017	0.020	85	84	60-140	0.568	30
1,2-Dichlorobenzene	0.019	0.018	0.020	95	92	60-140	3.42	30
1,3-Dichlorobenzene	0.020	0.020	0.020	101	99	60-140	1.72	30
1,4-Dichlorobenzene	0.020	0.019	0.020	98	97	60-140	1.71	30
Dichlorodifluoromethane	0.0093	0.0092	0.020	47	46	10-140	1.16	30
1,1-Dichloroethane	0.019	0.019	0.020	97	94	60-140	2.64	30
1,2-Dichloroethane (1,2-DCA)	0.016	0.016	0.020	82	81	60-140	1.89	30
1,1-Dichloroethene	0.020	0.020	0.020	102	100	60-140	1.90	30
cis-1,2-Dichloroethene	0.019	0.018	0.020	96	92	60-140	3.54	30
trans-1,2-Dichloroethene	0.020	0.020	0.020	100	98	60-140	2.02	30
1,2-Dichloropropane	0.018	0.018	0.020	92	90	60-140	1.76	30
1,3-Dichloropropane	0.018	0.017	0.020	89	87	60-140	2.38	30
2,2-Dichloropropane	0.020	0.020	0.020	103	100	60-140	2.18	30
1,1-Dichloropropene	0.020	0.020	0.020	99	98	60-140	1.62	30

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
cis-1,3-Dichloropropene	0.018	0.017	0.020	90	87	60-140	2.76	30
trans-1,3-Dichloropropene	0.018	0.017	0.020	89	87	60-140	2.76	30
Diisopropyl ether (DIPE)	0.017	0.017	0.020	85	83	60-140	2.04	30
Ethylbenzene	0.020	0.020	0.020	100	100	60-140	0.234	30
Ethyl tert-butyl ether (ETBE)	0.016	0.016	0.020	79	78	60-140	1.52	30
Freon 113	0.018	0.018	0.020	89	88	50-140	2.00	30
Hexachlorobutadiene	0.018	0.019	0.020	91	97	60-140	6.68	30
Hexachloroethane	0.022	0.022	0.020	110	110	60-140	0.405	30
2-Hexanone	0.013	0.014	0.020	65	68	40-140	4.38	30
Isopropylbenzene	0.026	0.025	0.020	130	126	60-140	2.65	30
4-Isopropyl toluene	0.025	0.024	0.020	124	122	60-150	1.08	30
Methyl-t-butyl ether (MTBE)	0.016	0.015	0.020	78	77	50-140	1.20	30
Methylene chloride	0.020	0.020	0.020	101	101	60-140	0.178	30
4-Methyl-2-pentanone (MIBK)	0.013	0.013	0.020	67	66	50-140	1.05	30
Naphthalene	0.0053	0.0053	0.020	27,F2	27,F2	30-140	0.414	30
n-Propyl benzene	0.026	0.025	0.020	128	127	60-140	1.13	30
Styrene	0.017	0.018	0.020	86	88	60-140	1.62	30
1,1,1,2-Tetrachloroethane	0.018	0.017	0.020	88	87	60-140	1.85	30
1,1,2,2-Tetrachloroethane	0.016	0.016	0.020	80	79	40-140	1.11	30
Tetrachloroethene	0.021	0.020	0.020	104	102	60-140	2.71	30
Toluene	0.020	0.020	0.020	102	100	60-140	1.79	30
1,2,3-Trichlorobenzene	0.0071	0.0077	0.020	35,F2	39,F2	40-140	8.84	30
1,2,4-Trichlorobenzene	0.011	0.011	0.020	55	55	50-140	1.52	30
1,1,1-Trichloroethane	0.019	0.019	0.020	97	96	60-140	1.67	30
1,1,2-Trichloroethane	0.018	0.017	0.020	88	86	60-140	2.26	30
Trichloroethene	0.020	0.020	0.020	101	98	60-140	2.28	30
Trichlorofluoromethane	0.018	0.018	0.020	89	88	50-140	1.53	30
1,2,3-Trichloropropane	0.0094	0.0093	0.010	94	93	60-130	0.908	30
1,2,4-Trimethylbenzene	0.022	0.021	0.020	108	106	30-140	1.44	30
1,3,5-Trimethylbenzene	0.023	0.023	0.020	117	114	60-140	2.31	30
Vinyl Chloride	0.010	0.010	0.010	101	100	30-140	1.54	30
m,p-Xylene	0.040	0.040	0.040	101	99	60-140	1.52	30
o-Xylene	0.018	0.017	0.020	88	87	60-140	1.61	30

(Cont.)

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313195
Date Analyzed:	03/14/2025 - 03/17/2025	**Extraction Method:**	SW5030B
Instrument:	GC38, GC49	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313195

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Surrogate Recovery								
Dibromofluoromethane	0.12	0.12	0.12	94	94	70-140	0.0539	30
Toluene-d8	0.14	0.14	0.12	115	115	70-140	0.486	30
4-BFB	0.012	0.013	0.012	100	101	70-140	0.897	30
Benzene-d6	0.11	0.10	0.10	107	105	70-140	2.41	30
Ethylbenzene-d10	0.13	0.13	0.10	135	130	70-140	3.78	30
1,2-DCB-d4	0.082	0.081	0.10	82	81	70-140	1.24	30

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/14/2025	**BatchID:**	313183
Date Analyzed:	03/14/2025	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313183

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Antimony	ND	0.075	0.50	-	-	-
Arsenic	ND	0.10	0.50	-	-	-
Barium	ND	0.58	5.0	-	-	-
Beryllium	ND	0.082	0.50	-	-	-
Cadmium	ND	0.073	0.50	-	-	-
Chromium	ND	0.14	0.50	-	-	-
Cobalt	ND	0.052	0.50	-	-	-
Copper	ND	0.15	0.50	-	-	-
Lead	ND	0.11	0.50	-	-	-
Mercury	ND	0.040	0.050	-	-	-
Molybdenum	ND	0.089	0.50	-	-	-
Nickel	ND	0.25	0.50	-	-	-
Selenium	ND	0.20	0.50	-	-	-
Silver	ND	0.066	0.50	-	-	-
Thallium	ND	0.072	0.50	-	-	-
Vanadium	ND	0.10	0.50	-	-	-
Zinc	ND	1.5	5.0	-	-	-
Surrogate Recovery						
Terbium	530			500	106	70-130

(Cont.)

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/14/2025	**BatchID:**	313183
Date Analyzed:	03/14/2025	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313183

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	51	51	50	101	102	75-125	0.572	20
Arsenic	52	52	50	103	103	75-125	0.289	20
Barium	520	510	500	104	102	75-125	1.73	20
Beryllium	50	49	50	101	99	75-125	1.83	20
Cadmium	52	51	50	104	102	75-125	2.07	20
Chromium	53	54	50	106	107	75-125	1.31	20
Cobalt	54	54	50	108	107	75-125	0.596	20
Copper	51	52	50	103	104	75-125	0.998	20
Lead	51	52	50	102	104	75-125	1.18	20
Mercury	1.3	1.3	1.25	102	101	75-125	0.786	20
Molybdenum	50	50	50	100	100	75-125	0.0823	20
Nickel	52	52	50	103	104	75-125	1.06	20
Selenium	52	52	50	103	103	75-125	0.142	20
Silver	53	52	50	105	103	75-125	2.00	20
Thallium	52	52	50	104	104	75-125	0.391	20
Vanadium	52	53	50	104	105	75-125	1.07	20
Zinc	510	510	500	101	102	75-125	0.458	20
Surrogate Recovery								
Terbium	530	530	500	105	105	70-130	0.0045	20

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/14/2025	**BatchID:**	313232
Date Analyzed:	03/14/2025	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313232 2503813-004AMS/MSD

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Antimony	ND	0.075	0.50	-	-	-
Arsenic	ND	0.10	0.50	-	-	-
Barium	ND	0.58	5.0	-	-	-
Beryllium	ND	0.082	0.50	-	-	-
Cadmium	ND	0.073	0.50	-	-	-
Chromium	ND	0.14	0.50	-	-	-
Cobalt	ND	0.052	0.50	-	-	-
Copper	ND	0.15	0.50	-	-	-
Lead	ND	0.11	0.50	-	-	-
Mercury	ND	0.040	0.050	-	-	-
Molybdenum	ND	0.089	0.50	-	-	-
Nickel	ND	0.25	0.50	-	-	-
Selenium	ND	0.20	0.50	-	-	-
Silver	ND	0.066	0.50	-	-	-
Thallium	ND	0.072	0.50	-	-	-
Vanadium	ND	0.10	0.50	-	-	-
Zinc	ND	1.5	5.0	-	-	-
Surrogate Recovery						
Terbium	520			500	104	70-130

(Cont.)

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/14/2025	**BatchID:**	313232
Date Analyzed:	03/14/2025	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313232 2503813-004AMS/MSD

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	50	53	50	100	105	75-125	5.23	20
Arsenic	51	53	50	102	106	75-125	3.99	20
Barium	500	530	500	100	105	75-125	4.74	20
Beryllium	49	52	50	98	103	75-125	4.77	20
Cadmium	50	53	50	99	106	75-125	6.44	20
Chromium	53	54	50	105	108	75-125	2.72	20
Cobalt	53	56	50	106	112	75-125	5.38	20
Copper	51	53	50	102	106	75-125	4.36	20
Lead	51	54	50	102	107	75-125	4.54	20
Mercury	1.3	1.3	1.25	101	104	75-125	2.95	20
Molybdenum	49	52	50	98	104	75-125	5.58	20
Nickel	51	53	50	102	107	75-125	4.82	20
Selenium	51	53	50	103	106	75-125	3.04	20
Silver	51	54	50	102	108	75-125	5.04	20
Thallium	52	54	50	104	107	75-125	3.23	20
Vanadium	52	53	50	103	107	75-125	3.49	20
Zinc	500	520	500	100	104	75-125	3.68	20
Surrogate Recovery								
Terbium	510	540	500	103	107	70-130	4.39	20

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Antimony	1	50	50	50	ND	99	99	75-125	0.384	20
Arsenic	1	56	56	50	6.336	99	100	75-125	1.07	20
Barium	1	620	660	500	231.4	78	86	75-125	6.45	20
Beryllium	1	49	46	50	ND	96	92	75-125	4.96	20
Cadmium	1	52	51	50	ND	102	101	75-125	1.18	20
Chromium	1	97	100	50	59.21	76	83	75-125	3.78	20
Cobalt	1	60	62	50	12.63	95	99	75-125	3.50	20
Copper	1	71	73	50	25.18	91	95	75-125	2.90	20
Lead	1	58	58	50	7.176	101	102	75-125	0.212	20
Mercury	1	1.3	1.4	1.25	0.2930	84	85	75-125	0.741	20
Molybdenum	1	49	50	50	ND	97	99	75-125	2.10	20
Nickel	1	100	110	50	66.65	66,F10	86	75-125	9.35	20
Selenium	1	50	50	50	ND	100	99	75-125	0.526	20
Silver	1	51	51	50	ND	103	102	75-125	0.380	20

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/14/2025	**BatchID:**	313232
Date Analyzed:	03/14/2025	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313232 2503813-004AMS/MSD

QC Summary Report for Metals

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Thallium	1	52	51	50	ND	104	102	75-125	2.23	20
Vanadium	1	110	110	50	64.77	94	94	75-125	0.344	20
Zinc	1	540	540	500	53.41	98	98	75-125	0.0779	20
Surrogate Recovery										
Terbium	1	520	520	500		105	104	70-130	1.38	20

Analyte	DLT Result	DLTRef Val	%D	%D Limit
Antimony	ND<2.5	ND	-	-
Arsenic	6.5	6.3	2.27	-
Barium	230	230	1.41	20
Beryllium	ND<2.5	ND	-	-
Cadmium	ND<2.5	ND	-	-
Chromium	61	59	3.07	20
Cobalt	14	13	10.6	20
Copper	27	25	8.64	20
Lead	7.2	7.2	1.03	-
Mercury	0.29	0.29	2.73	-
Molybdenum	ND<2.5	ND	-	-
Nickel	70	67	5.16	20
Selenium	ND<2.5	ND	-	-
Silver	ND<2.5	ND	-	-
Thallium	ND<2.5	ND	-	-
Vanadium	67	65	3.85	20
Zinc	57	53	6.37	-

%D Control Limit applied to analytes with concentrations greater than 25 times the reporting limits.

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/13/2025	**BatchID:**	313193
Date Analyzed:	03/15/2025	**Extraction Method:**	SW3550B
Instrument:	GC11B	**Analytical Method:**	SW8015B
Matrix:	Soil	**Unit:**	mg/Kg
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313193

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
TPH-Diesel (C10-C23)	ND	1.5	2.0	-	-	-
TPH-Motor Oil (C18-C36)	ND	4.7	10	-	-	-
Surrogate Recovery						
C9	26			25	102	76-153
C26	24			25	95	86-140

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	42	43	40	105	107	70-130	1.78	20
Surrogate Recovery								
C9	25	25	25	100	102	76-153	1.57	20
C26	23	24	25	93	95	86-140	1.93	20

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CHAIN-OF-CUSTODY RECORD

WorkOrder: 2503813 **ClientCode: NAAL**

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☒ Detection Summary ☐ Excel

Report to:
Joe Rosenbery
Terracon
902 Industrial Way
Lodi, CA 95240
(209) 367-3701 FAX: (209) 369-4228

Email: Joe.Rosenbery@terracon.com
cc/3rd Party:
PO:
Project: NA257016; Industrial Way

Bill to:
Macy Thormahlen
Terracon
902 Industrial Way
Lodi, CA 95240
apinvoices@terracon.com

Requested TATs: **3 days; 5 days;**

Date Received: **03/13/2025**
Date Logged: **03/13/2025**

Lab ID	ClientSampID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2503813-001	S1A	Soil	3/13/2025 08:15	☐		B	B									
2503813-001	S1A/S1B	Soil	3/13/2025 08:16	☐	A			A	A	A	A	A				
2503813-002	S2A	Soil	3/13/2025 08:34	☐		B	B									
2503813-002	S2A/S2B	Soil	3/13/2025 08:34	☐	A			A	A	A	A	A				
2503813-003	S3/S4	Soil	3/13/2025 08:48	☐	A			A	A	A	A	A				
2503813-003	S4	Soil	3/13/2025 08:48	☐		B	B									
2503813-004	S5	Soil	3/13/2025 09:11	☐		B	B									
2503813-004	S5/S6	Soil	3/13/2025 09:11	☐	A			A	A	A	A	A				
2503813-005	S7	Soil	3/13/2025 09:20	☐		B	B									
2503813-005	S7/S8	Soil	3/13/2025 09:28	☐	A			A	A	A	A	A				

Test Legend:

1	8081_ESL_LL_S	2	8260_S	3	8260GAS_S	4	CAM17MS_TTLC_S
5	CARB435_400	6	PR2PTCOMP	7	PRDisposal Fee	8	TPH(DMO)_S
9		10		11		12	

Prepared by: Lilly Ortiz

The following SampIDs: 001B, 002B, 003B, 004B, 005B contain testgroup Gas8260_S.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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WORK ORDER SUMMARY

Client Name: TERRACON **Project:** NA257016; Industrial Way **Work Order:** 2503813
Client Contact: Joe Rosenbery **QC Level:** LEVEL 2
Contact's Email: Joe.Rosenbery@terracon.com **Comments:** **Date Logged:** 3/13/2025

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LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	S1A/S1B	Soil	SW8015B (Diesel & Motor Oil)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:16	5 days	3/20/2025		☐	☐
			Asbestos, CARB 435, 400 Point			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW6020 (CAM 17)			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW8081B (OC Pesticides) LL ESLs			☐	☐	☐		3 days	3/20/2025		☐	☐
001B	S1A	Soil	TPH(g) & 8260 by P&T GCMS	1	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:15	3 days	3/18/2025		☐	☐
002A	S2A/S2B	Soil	SW8015B (Diesel & Motor Oil)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:34	5 days	3/20/2025		☐	☐
			Asbestos, CARB 435, 400 Point			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW6020 (CAM 17)			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW8081B (OC Pesticides) LL ESLs			☐	☐	☐		3 days	3/20/2025		☐	☐
002B	S2A	Soil	TPH(g) & 8260 by P&T GCMS	1	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:34	3 days	3/18/2025		☐	☐
003A	S3/S4	Soil	SW8015B (Diesel & Motor Oil)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:48	5 days	3/20/2025		☐	☐
			Asbestos, CARB 435, 400 Point			☐	☐	☐		3 days	3/18/2025		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- ISM prep requires 5 to 10 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 6 to 11 days from sample submission). Due date listed on WO summary will not accurately reflect the time needed for sample preparation.

- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.**

Cont./Comp. = Containers /Composites

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WORK ORDER SUMMARY

Client Name: TERRACON **Project:** NA257016; Industrial Way **Work Order:** 2503813
Client Contact: Joe Rosenbery **QC Level:** LEVEL 2
Contact's Email: Joe.Rosenbery@terracon.com **Comments:** **Date Logged:** 3/13/2025

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☐ EQuIS ☑ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
003A	S3/S4	Soil	SW6020 (CAM 17)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:48	3 days	3/18/2025		☐	☐
			SW8081B (OC Pesticides) LL ESLs			☐	☐	☐		3 days	3/20/2025		☐	☐
003B	S4	Soil	TPH(g) & 8260 by P&T GCMS	1	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:48	3 days	3/18/2025		☐	☐
004A	S5/S6	Soil	SW8015B (Diesel & Motor Oil)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:11	5 days	3/20/2025		☐	☐
			Asbestos, CARB 435, 400 Point			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW6020 (CAM 17)			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW8081B (OC Pesticides) LL ESLs			☐	☐	☐		3 days	3/20/2025		☐	☐
004B	S5	Soil	TPH(g) & 8260 by P&T GCMS	1	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:11	3 days	3/18/2025		☐	☐
005A	S7/S8	Soil	SW8015B (Diesel & Motor Oil)	**2 / (2:1)**	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:28	5 days	3/20/2025		☐	☐
			Asbestos, CARB 435, 400 Point			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW6020 (CAM 17)			☐	☐	☐		3 days	3/18/2025		☐	☐
			SW8081B (OC Pesticides) LL ESLs			☐	☐	☐		3 days	3/20/2025		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- ISM prep requires 5 to 10 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 6 to 11 days from sample submission). Due date listed on WO summary will not accurately reflect the time needed for sample preparation.

- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.**

Cont./Comp. = Containers /Composites

McCampbell Analytical, Inc.
"When Quality Counts"
1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

WORK ORDER SUMMARY

Client Name: TERRACON **Project:** NA257016; Industrial Way **Work Order:** 2503813
Client Contact: Joe Rosenbery **QC Level:** LEVEL 2
Contact's Email: Joe.Rosenbery@terracon.com **Comments:** **Date Logged:** 3/13/2025

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☐ EQuIS ☑ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
005B	S7	Soil	TPH(g) & 8260 by P&T GCMS	1	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:20	3 days	3/18/2025		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

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Cont./Comp. = Containers /Composites

2503813

CHAIN OF CUSTODY RECORD

Terracon
902 Industrial Way
Lodi, CA 95240
P: 209.367.3701 F: 209.333.8303

Laboratory: McCampbell Analytical Inc.
Address: 1534 Willow Pass Rd, Pittsburg, CA 94565
Phone: (877) 252-9262 | Email:

Turnaround Time: ☐ Standard ☐ 1 Day Rush ☐ 2 Day Rush ☒ 3 Day Rush | PO/SO#: | Quote #:

Report To: Joe Rosenbery	Bill To: vanessa.perez@terracon.com
Email: Joe.rosenbery@terracon.com	Alt. Email: yoni.magallanes@terracon.com
Project Number: NA257016	Project Name: Industrial Way
Sampler's Name: Garrett Ogden	Sampler's Signature: Garrett Ogden

Sample ID	Sampling Date	Sampling Time	# Containers	Matrix	Preserv.	TPH: D, M [8015M]	CAM-17 Metals [6020]	OCPs [8081A]	Coliform (Total+ecoli) [9221] *	Asbestos [435A]	2:1 Composite	VOCs + Gas [8260B]
S1A	3-13-25	815	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	D
S1B		816	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	
S2A		834	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	D
S2B		834	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	
S3		840	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	
S4		848	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	D
S5		905	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	D
S6		911	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	
S7		920	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	D
S8		928	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C	▶	

Relinquished By	Date	Time	Received By	Date	Time
Garrett Ogden	3-13-25		[illegible]	3/13/25	1020
			S. Frank	1441	

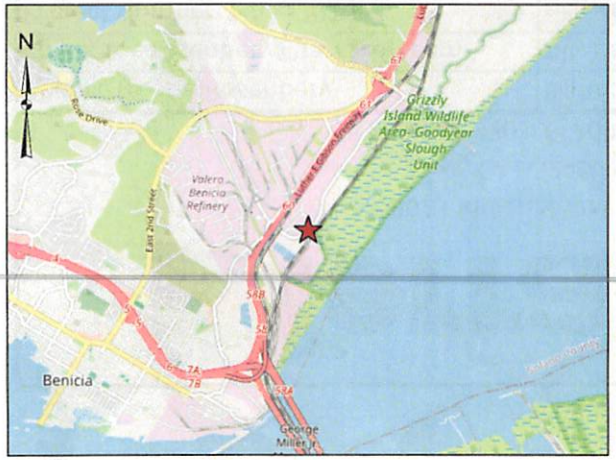
Comments / Instructions

C = Composite for Analysis; D = Discrete Analysis
Please provide results relative to SFBRWQCB ESLs

Temperature: _____ Initials: _____

Page 1 of 1

* Unable to analyze bacteria soil



- Existing Excavation (3)
- Pot Hole Location (5)
- Manhole

0 50 100 200 Feet

DATA SOURCES:
ESRI WMS - World Aerial Imagery, OpenStreetMap

Project No.:	PNA257016
Date:	March 2025
Drawn By:	JWR
Reviewed By:	TM

terracon
902 Industrial Way Lodi, CA 95240
PH. (209) 367-3701 terracon.com

Proposed Sample Location Map

Industrial Way Soil Sampling
Industrial Way
Benicia, California

Exhibit

1

McCampbell Analytical, Inc.
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Sample Receipt Checklist

Client Name:	Terracon	Date and Time Received:	3/13/2025 10:20
Project:	NA257016; Industrial Way	Date Logged:	3/13/2025
		Received by:	Lilly Ortiz
WorkOrder №:	2503813 Matrix: Soil	Logged by:	Lilly Ortiz
Carrier:	Client Drop-In		

Chain of Custody (COC) Information

Chain of custody present?	Yes	☑	No	☐	
Chain of custody signed when relinquished and received?	Yes	☑	No	☐	
Chain of custody agrees with sample labels?	Yes	☑	No	☐	
Sample IDs noted by Client on COC?	Yes	☑	No	☐	
Date and Time of collection noted by Client on COC?	Yes	☑	No	☐	
Sampler's name noted on COC?	Yes	☑	No	☐	
COC agrees with Quote?	Yes	☐	No	☐	NA ☑

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes	☐	No	☐	NA ☑
Custody seals intact on sample bottles?	Yes	☐	No	☐	NA ☑
Shipping container/cooler in good condition?	Yes	☑	No	☐	
Samples in proper containers/bottles?	Yes	☑	No	☐	
Sample containers intact?	Yes	☑	No	☐	
Sufficient sample volume for indicated test?	Yes	☑	No	☐	

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes	☑	No	☐	NA ☐
Samples Received on Ice?	Yes	☑	No	☐	
(Ice Type: WET ICE)					
Sample/Temp Blank temperature	Temp: 5.7°C				NA ☐
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes	☐	No	☐	NA ☑
Sample labels checked for correct preservation?	Yes	☑	No	☐	
pH acceptable upon receipt (Metal: <2)?	Yes	☐	No	☐	NA ☑

UCMR Samples:

pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)?	Yes	☐	No	☐	NA ☑
Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]?	Yes	☐	No	☐	NA ☑

Comments:

McCampbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2503813 A

Report Created for: Terracon

902 Industrial Way
Lodi, CA 95240

Project Contact: Joe Rosenbery
Project P.O.:
Project: NA257016; Industrial Way

Project Location:
Project Received: 03/13/2025

Analytical Report reviewed & approved for release on 03/24/2025 by:

Jena Alfaro
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current regulatory standards, where applicable, unless otherwise stated in a case narrative.

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Glossary of Terms & Qualifier Definitions

Client: Terracon **WorkOrder:** 2503813 A

Project: NA257016; Industrial Way

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CCV	Continuing Calibration Verification.
CCV REC (%)	% recovery of Continuing Calibration Verification.
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LCS2	Second LCS for the batch. Spike level is lower than that for the first LCS; applicable to method 1633.
LQL	Lowest Quantitation Level
MB	Method Blank
MB IS/SS % Rec	% Recovery of Internal Standard or Surrogate in Method Blank, if applicable
MB SS % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit [1]
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit [2]
RPD	Relative Percent Difference
RRT	Relative Retention Time
RSD	Relative Standard Deviation
SNR	Surrogate is diluted out of the calibration range

[1] MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016. Values are based upon our default extraction volume/amount and are subject to change.

[2] RL is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.) Values are based upon our default extraction volume/amount and are subject to change.

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Glossary of Terms & Qualifier Definitions

Client: Terracon **WorkOrder:** 2503813 A

Project: NA257016; Industrial Way

SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TNTC	“Too Numerous to Count;” greater than 250 colonies observed on the plate.
TZA	TimeZone Net Adjustment for sample collected outside of MAI's Coordinated Universal Time (UTC). (Adjustment for Daylight Saving is not accounted.)
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	CA Title 22
Date Prepared:	03/21/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1A/S1B	2503813-001A	Soil	03/13/2025 08:16	ICP-MS6 170SMPL.d	313663

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.10	1	03/24/2025 14:41

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2A/S2B	2503813-002A	Soil	03/13/2025 08:34	ICP-MS6 171SMPL.d	313663

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.13**	0.10	1	03/24/2025 14:45

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3/S4	2503813-003A	Soil	03/13/2025 08:48	ICP-MS4 133SMPL.d	313672

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.10	1	03/24/2025 12:09

Analyst(s): WV

(Cont.)

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Analytical Report

Client:	Terracon	**WorkOrder:**	2503813
Date Received:	03/13/2025 10:20	**Extraction Method:**	CA Title 22
Date Prepared:	03/21/2025	**Analytical Method:**	SW6020
Project:	NA257016; Industrial Way	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5/S6	2503813-004A	Soil	03/13/2025 09:11	ICP-MS6 172SMPL.d	313672

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.10	1	03/24/2025 14:48

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7/S8	2503813-005A	Soil	03/13/2025 09:28	ICP-MS6 173SMPL.d	313672

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.10	1	03/24/2025 14:52

Analyst(s): WV

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Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/21/2025	**BatchID:**	313663
Date Analyzed:	03/24/2025	**Extraction Method:**	CA Title 22
Instrument:	ICP-MS4	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/L
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313663

QC Summary Report for Metals (STLC)

Analyte	MB Result	MDL	RL			
Chromium	ND	0.10	0.10	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Chromium	10	9.9	10	100	99	75-125	1.18	20

(Cont.)

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Quality Control Report

Client:	Terracon	**WorkOrder:**	2503813
Date Prepared:	03/21/2025	**BatchID:**	313672
Date Analyzed:	03/24/2025	**Extraction Method:**	CA Title 22
Instrument:	ICP-MS4	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/L
Project:	NA257016; Industrial Way	**Sample ID:**	MB/LCS/LCSD-313672 2503813-003AMS/MSD

QC Summary Report for Metals (STLC)

Analyte	MB Result	MDL	RL			
Chromium	ND	0.10	0.10	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Chromium	10	10	10	101	101	75-125	0.182	20

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Chromium	1	10	10	10	ND	100	104	75-125	3.66	20

Analyte	DLT Result	DLTRef Val	%D	%D Limit
Chromium	ND<0.50	ND	-	-

%D Control Limit applied to analytes with concentrations greater than 25 times the reporting limits.

McCampbell Analytical, Inc.
1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2503813 A **ClientCode: NAAL**

☐ WaterTrax ☐ CLIP ☐ EDF ☒ EQuIS ☒ Dry-Weight ☑ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☒ Detection Summary ☐ Excel

Report to:
Joe Rosenbery
Terracon
902 Industrial Way
Lodi, CA 95240
(209) 367-3701 FAX: (209) 369-4228

Email: Joe.Rosenbery@terracon.com
cc/3rd Party:
PO:
Project: NA257016; Industrial Way

Bill to:
Macy Thormahlen
Terracon
902 Industrial Way
Lodi, CA 95240
apinvoices@terracon.com

Requested TAT: **1 day;**

Date Received: **03/13/2025**
Date Logged: **03/13/2025**
Date Add-On: **03/19/2025**

Lab ID	ClientSampID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2503813-001	S1A/S1B	Soil	3/13/2025 08:16	☐	A											
2503813-002	S2A/S2B	Soil	3/13/2025 08:34	☐	A											
2503813-003	S3/S4	Soil	3/13/2025 08:48	☐	A											
2503813-004	S5/S6	Soil	3/13/2025 09:11	☐	A											
2503813-005	S7/S8	Soil	3/13/2025 09:28	☐	A											

Test Legend:

1	METALSMS_STLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Lilly Ortiz

Add-On Prepared By: Adrianna Cardoza

Comments: Added STLC Cr rush 3/19/25.

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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WORK ORDER SUMMARY

Client Name: TERRACON
Client Contact: Joe Rosenbery
Contact's Email Joe.Rosenbery@terracon.com

Project: NA257016; Industrial Way
Comments: Added STLC Cr rush 3/19/25.

Work Order: 2503813
QC Level: LEVEL 2
Date Logged: 3/13/2025
Date Add-On: 3/19/2025

LabID	ClientSampID	Matrix	Test Name	Cont. /Comp	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	S1A/S1B	Soil	SW6020 (Metals) (STLC) <Chromium>	2 / (2:1)	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:16	1 day*	3/24/2025		☐	☐
002A	S2A/S2B	Soil	SW6020 (Metals) (STLC) <Chromium>	2 / (2:1)	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:34	1 day*	3/24/2025		☐	☐
003A	S3/S4	Soil	SW6020 (Metals) (STLC) <Chromium>	2 / (2:1)	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 8:48	1 day*	3/24/2025		☐	☐
004A	S5/S6	Soil	SW6020 (Metals) (STLC) <Chromium>	2 / (2:1)	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:11	1 day*	3/24/2025		☐	☐
005A	S7/S8	Soil	SW6020 (Metals) (STLC) <Chromium>	2 / (2:1)	8OZ GJ, Unpres	☐	☐	☐	3/13/2025 9:28	1 day*	3/24/2025		☐	☐

NOTES: *** STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).**

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- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.**

Cont. / Comp. = Containers /Composites

RUSH!

2503813

Terracon

902 Industrial Way
Lodi, CA 95240
P: 209.367.3701 F: 209.333.8303

CHAIN OF CUSTODY RECORD

Laboratory: McCampbell Analytical Inc.
Address: 1534 Willow Pass Rd, Pittsburg, CA 94565
Phone: (877) 252-9262 | Email:

Turnaround Time: ☐ Standard ☐ 1 Day Rush PO/SO#:
☐ 2 Day Rush ☒ 3 Day Rush Quote #:

Report To: Joe Rosenbery	Bill To: vanessa.perez@terracon.com
Email: Joe.rosenbery@terracon.com	Alt. Email: yoni.magallanes@terracon.com
Project Number: NA257016	Project Name: Industrial Way
Sampler's Name: Garrett Ogden	Sampler's Signature: Garrett Ogden

Analysis Requested

Sample ID	Sampling Date	Sampling Time	# Containers	Matrix	Preserv.	TPH: D, M [8015M]	CAM-17 Metals [6020]	OCPs [8081A]	Coliform (Total+ecoli) [9221] X*	Asbestos [435A]	2:1 Composite	STLC Cr	VOCs + Gas [8260B]
S1A	3-13-25	815	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C			D
S1B		816	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C		X	
S2A		834	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C			D
S2B		834	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C		X	
S3		840	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C		X	
S4		848	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C			D
S5		905	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C			D
S6		911	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C		X	
S7		920	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C			D
S8	↓	928	1 (8 oz Jar)	Soil	ICE	C	C	C	C	C		X	

Relinquished By	Date	Time	Received By	Date	Time
Garrett Ogden	3-13-25		[illegible] S. Frank	3/15/25	1020 1441

Comments / Instructions

C = Composite for Analysis; D = Discrete Analysis
Please provide results relative to SFBRWQCB ESLs

Added 3.19.25

Temperature: _____ Initials: _____

Page __1__ of __1__

* Unable to analyze bacteria, soil

END OF DOCUMENT

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533

From: (Public Agency): City of Benicia, Public Works
250 East L Street
Benicia, CA 94510
(Address)

Project Title: Idustrial Way Sewer Replacement Project

Project Applicant: City of Benicia

Project Location - Specific:

Military West between West 7th Street and Plaza De Oro.

Project Location - City: Benicia Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:
The Industrial Way Sewer Replacement Project No. 25-05 will replace a single section of existing 10-inch sewer main between two existing manholes on Industrial Way within the city limits.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: City of Benicia

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 2 (Cal. Code Regs. tit. 14 § 15302)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (c), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Lead Agency Contact Person: Tony Fisher Area Code/Telephone/Extension: 707-746-5376

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Tony Fisher Date: 4/124/25 Title: Project Manager

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH UNICO ENGINEERING, INC. AND APPROVAL OF TASK ORDER NO. 2 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FY 2025/26 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT**

EXECUTIVE SUMMARY:

The City has a Master Professional Engineering Services Agreement (Agreement) with Unico Engineering, Inc. (Unico) for on-call construction management and inspection services for engineering projects. The Agreement has a compensation limit of $400,000. An Amendment to the Agreement is being requested to increase the compensation limit to $800,000, so that Task Order Number 2 (TO 2) can be approved and issued under this agreement. Task Order Number 2 is for construction management services associated with the 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project (Project).

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving an Amendment (Attachment 2) to the Master Professional Construction Management and Inspection Services Agreement with Unico increasing the payment limit from $400,000 to $800,000; approving of Task Order No. 2 (Attachment 3) for the Construction Management Services for the Project; and authorizing the City Manager to execute the amendment and task order on behalf of the City.

BUDGET INFORMATION:

The Project is budgeted in the Road Maintenance and Rehabilitation Account (RMRA) Fund 3118050-7404 and $10,000 is budgeted for FY24/25 and sufficient appropriations are available. The remaining cost will be budgeted in FY25/26 as part of budget development.

BACKGROUND:

On May 21, 2024, the Benicia City Council approved an amendment to the Master Professional Engineering Services Agreement (Attachment 4) for on-call construction management services. The amendment set the payment limit at $400,000.

On March 6, 2023, the City entered into a Master Professional Engineering Services Agreement (Attachment 5) with Unico for on-call construction management and inspection services for engineering-related projects. The Agreement had a payment limit of $200,000 and stated that Task Orders providing for more than $200,000 compensation for one project shall be presented to the City Council for consideration.

The current encumbrance of the Master Professional Engineering Services Agreement for on-call construction management services with Unico stands at approximately $218,000.

Task Order No. 2 with Unico, in the amount of $212,968, for construction management services associated with the Project requires City Council's approval.

The City does not have sufficient staff capacity to perform the task order services and requires outside professional construction management services. Unico has the expertise and resources to perform these needed services.

The award of the construction contract for the Project is tentatively scheduled for Council approval on June 3, 2025.

NEXT STEPS:
If approved, the Second Amendment to Agreement and TO 2 will be executed, and work can commence.

ALTERNATIVE ACTIONS:
If Council does not approve the Amendment to Agreement and TO 2 with Unico neither cannot be issued.

CEQA Analysis	This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ATTACHMENTS:
1. Resolution - Second Amendment to Agreement with Unico Engineering, Inc.
2. Second Amendment to Agreement - Unico Engineering, Inc.
3. Task Order No. 2 - Unico Engineering, Inc.
4. First Amendment to Master Professional Agreement - Unico Engineering, Inc.
5. Master Professional Agreement - Unico Engineering, Inc.

For more information contact: Danielle Bonham, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A SECOND AMENDMENT TO AGREEMENT WITH UNICO ENGINEERING, INC. AND APPROVAL OF TASK ORDER NO. 2 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT

WHEREAS, the City has a Master Professional Engineering Services Agreement with Unico Engineering, Inc. (Unico) for on-call construction management and inspection services for engineering projects; and

WHEREAS, the Agreement has a compensation limit of $400,000. An Amendment to the Agreement is being requested to increase the compensation limit to $800,000, so that Task Order Number 2 can be approved and issued under this agreement; and

WHEREAS, Task Order No. 2 with Unico, in the amount of $212,968.34, for construction management services associated with the 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project (Project) requires City Council's approval since it is above the $200,000 limit; and

WHEREAS, the Project is budgeted in Streets Fund 3118050-7404 and $10,000 is budgeted for FY24/25 and sufficient appropriations are available. The remaining cost will be budgeted in FY25/26 as part of budget development.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the Second Amendment to Agreement with Unico Engineering, Inc. and approval of Task Order No. 2 for Construction Management Services for the 2025 Citywide Pavement Rehabilitation Project and authorizes the City Manager to execute the amendment and task order on behalf of the City.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Contract ID #23-051A2

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into May 6, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation , with its primary office located at 80 Blue Ravine Rd., Ste. 250, Folsom, CA 95630, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2027.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $400,000, for a new total amount not to exceed $800,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 6, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"UNICO Engineering, Inc." By:_____

Its: President

"City" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Contract ID # 23-051T2

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

UNICO Engineering, Inc.

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

Task: Construction Management Services - 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project

1. Task Order

1.1. Purpose

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 2025

1.2. Scope of Work

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit A.

1.3. Time of Performance

The work authorized by this TASK ORDER shall commence upon execution by both parties and shall be prosecuted diligently to completion.

Commencement Date: May 6, 2025

Completion Date: December 31, 2025

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $212,968.34. Payment shall be in accordance with the aforementioned AGREEMENT.

1.5. Effective Date

This TASK ORDER shall become effective immediately upon its execution by both parties.

1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #23-051 dated March 6, 2025, between the City of Benicia and UNICO Engineering, Inc. are incorporated herein by reference.

EXECUTED May 6, 2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"UNICO Engineering, Inc." By:_____

Its: President

"City" By:_____

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

UNICO ENGINEERING
1485 Civic Court, Suite 1500
Concord, CA 94520
www.unicoengineering.com • 916.900.6623

April 3, 2025

Neil Leary, PE
Deputy Public Works Director / City Engineer
Public Works Department
City of Benicia
250 East L Street
Benicia, CA 94510

Subject: **Proposal to Provide Construction Management Services for the 2025 Pavement Treatment and Ped/Bike Safety Improvements Project**

Dear Neil,

Thank you for the opportunity to provide a proposal for construction management services for the 2025 Pavement Treatment and Ped/Bike Safety Improvements Project. We understand that the City is seeking an experienced construction management firm with materials testing to deliver this roadway improvement project with the initial task of a constructability review, construction administration and field inspection. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

This proposal and estimate are based on the level of effort required for a project of this size and scope based on UNICO's similar work experience. It is anticipated that materials testing will be required and Geocon has been added to the UNICO team for the delivery of this project. UNICO and Geocon have significant teaming experience and are well-practiced in delivering projects of this nature. UNICO is committed to providing document control in compliance with the Caltrans Local Assistance Procedure Manual (LAPM) for this project.

As the President of UNICO, I am authorized to bind the company into a contractual relationship with the City and can be reached at cesar@unicoengineering.com or at 530.903.9023. Principal-in-Charge/Resident Engineer, Carlos Melendez, is also available to answer questions and can be reached at 510.385.0506 or via email at cmelendez@unicoengineering.com. We look forward to working with the City again this year to deliver this project.

Sincerely,
UNICO Engineering, Inc.

Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

The project consists of roadway improvements to install pavement treatments consisting of 3 and 2 layer types, micro-chip-slurry on Military West from First Street to Mary Farmar Elementary School Entrance Driveway. Work will also include localized dig outs and pavement striping. Frontage improvements are to be installed on Military West between West 3rd and West 5th including a small retaining wall. Pedestrian crossing improvements at five intersections including Military West at West 3rd, Southampton at Hastings, Kearney at Rose, Military East at East 5th, and Kearney mid-block including bulb-outs, rectangular rapid flashing beacons (RRFB's), high-visibility crosswalks, and ADA-compliant curb ramps. The project will be governed by the Contract Documents and the Caltrans Standard Specifications, 2023 edition.

UNICO understands that construction is anticipated to begin in the middle of July 2025 and is to consist of 70 working days with a estimated construction cost of approximately $2-million.

TASK 1: CONSTRUCTABILITY REVIEW / PRE-CONSTRUCTION SERVICES

1. Provide a constructability review of the project plans and specifications.
2. Coordinate, conduct, and attend meeting(s) with utility companies;
3. Coordinate, conduct, and attend public outreach sessions;
4. Provide support in the pre-bid, advertise, bid analysis and award of the project;
5. Coordinate, facilitate, conduct, and attend the pre-construction conference;
6. Review the City's QAP;
7. Prepare a project-specific Materials Testing Plan;
8. Create a Materials Testing Log for compiling materials testing results grouped by material;
9. Establish the digital file structure and electronic daily reporting tools for project monitoring.

Deliverables: Constructability review comment log, Meeting agendas and minutes; Materials Testing Plan; electronic file structure

TASK 2: DURING CONSTRUCTION SERVICES

1. Assist in the administration of contract documents;
2. Monitor Project safety;
3. Coordinate and manage the Project public outreach efforts and engagement;
4. Provide communication and coordination between City, Contractor, and utility companies;
5. Coordinate with the Design Engineer to review the Contractor's submittals and requests for information;
6. Provide documentation and reporting in accordance with the Caltrans LAPM;
7. Maintain a daily inspector's report that records the hours worked by laborers and equipment. The report will include a narrative description of the Contractor's operation and location of work and any other pertinent information. Daily report forms will be in compliance with the Caltrans' Construction Manual;
8. Enforce labor compliance by preparing daily reports with required information, monitoring certified payrolls and doing spot check labor surveys and interviews;

9. Review Project environmental documentation and compliance of Water Pollution Control Plan (WPCP) in accordance with the Caltrans' Construction Manual. Coordinate routine inspections with City staff as needed;
10. Coordinate source inspection as required;
11. Provide review and inspection of Contractor's work for compliance with contract documents on a daily basis;
12. Monitor and document corrective actions taken by the Contractor needed for work deemed non-compliant with the contract documents;
13. Review Contractor's compliance with the regulatory permits and mitigation measures;
14. Coordinate environmental review and oversight with the City staff;
15. Review Contractor's compliance with workplace safety and health standards and notification of non-compliance;
16. Review Contractor's survey layouts;
17. Coordinate and monitor the Contractor's detours, lane closures, and staging plans;
18. Review and manage the Contractor's change orders;
19. Prepare cost estimate for potential contract changes;
20. Monitor force account work;
21. Review and manage insurance claims;
22. Review, manage, and negotiate potential claims/claims;
23. Provide review and analysis of the Contractor's construction Project management schedule;
24. Process monthly quantity verifications and the Contractor's pay estimates;
25. Prepare monthly status reports, including cost/schedule updates, issues, trends, and change orders;
26. Perform photo documentation of existing conditions, as well as Project progress by date and location;
27. Collaborate and negotiate in a timely fashion with the Contractor and City staff for any field revisions and project changes; and
28. Provide construction staking, layout, and survey verification (if necessary).

Deliverables: *Project correspondence; submittals; RFIs; payment applications and quantity calculations; project photo documentation; Inspector daily reports; QA/QC documentation; labor compliance documentation*

TASK 3: POST-CONSTRUCTION SERVICES

1. Coordinate and prepare final inspection and punch-list. Monitor and verify completion of punch list items;
2. Prepare Red-Line As-builts;
3. Prepare and make recommendations for final progress payment and acceptance;
4. Prepare final reporting in accordance with the Caltrans LAPM and City requirements;
5. Provide Project files to the City;
6. Transfer the hard copy and electronic project files for easy reference and accessibility by City Staff; and
7. Collaborate with the project stakeholders for final review and project acceptance.

Deliverables: *Red line as-built drawings; complete electronic and hard copy project correspondence files; final project acceptance documentation*

TASK 4: MATERIALS TESTING SERVICES

1. Sample native soils for laboratory testing;
2. Sample and perform laboratory compliance testing for aggregate materials;
3. Test and observe storm drain trench backfill and compaction;
4. Test and observe pavement subgrade and AB placement;
5. Test and observe rubberized hot mix asphalt (HMA) pavement construction;
6. Observe structural concrete placement (retaining wall/foundations). Measure slump, temperature, air content, and unit weight of freshly-mixed concrete. Cast, transport, cure and test concrete cylinders per QAP;
7. Provide on-going geotechnical engineering and materials testing consultation in the field throughout the duration of the project, as needed;
8. Coordination and dispatch of materials testing technician;
9. QA review field and laboratory testing reports;
10. Provide ongoing geotechnical and materials testing engineering consultation;
11. Review/Respond to contractor RFIs as-needed;
12. Review contractor and supplier submittals, as needed; and,
13. Prepare and submit required final reports.

Deliverables: *Material test reports, final reports*

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

TASK 1 – CONSTRUCTABILITY REVIEW & PRE-CONSTRUCTION SERVICES.....$17,364.40
TASK 2 – DURING CONSTRUCTION SERVICES.....$145,457.99
TASK 3 – POST-CONSTRUCTION SERVICES $21,300.96
TASK 4 – MATERIALS TESTING.....$23,790.00
OTHER DIRECT COSTS.....$5,055.00

TOTAL $212,968.34

Please see the attached cost proposal for estimated hours and rates.

DocuSign Envelope ID: 88A29143-68CE-49A5-AD36-EAC91849C97B

Contract ID #23-051A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into May 21, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation , with its primary office located at 1486 Civic Court, Suite 1500, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $200,000, for a new total amount not to exceed $400,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 21, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-051

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"UNICO Engineering, Inc."

By: _____

Its: President

"City"

By: DocuSigned by: Mario Giuliani 6/12/2024
9FA31784A98E490...

Its: City Manager

"City Attorney"

By: DocuSigned by: Ben Stock 6/7/2024
3294F30F0AD74E3...

Its: City Attorney

1.1. Recitals

23-051

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

UNICO Engineering, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and UNICO Engineering, Inc., a California Corporation located at 1486 Civic Court, Suite 1500, Concord, CA 94520, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with construction management and inspection services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. AGREEMENT

2.1. Services Contractor Agrees to Perform

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

A. *CONSTRUCTION MANAGEMENT*

B. *INSPECTION SERVICES*

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.

B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January I, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."

C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.

D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

A. **Defense, Indemnity and Hold Harmless**: Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California artd will survive termination of this Agreement.

C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.

D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend,

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

E. **Subcontractor's Agreements**: CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of al I Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves· the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections I 101, 1102and1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § I8700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agre'ement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. Financial Records

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochenduszko

Public Works Director

kochenduszko@ci.benicia.ca.us

To Contractor: Carlos Melendez

Construction Manager

cmelendez@unicoengineering.com

2.23. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. Execution

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call construction management and inspection services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

- Construction Management Services during Pre-Construction
- Review contract documents including plans and specifications
- Review Traffic Control Plans
- Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
- Project coordination and correspondence
- Schedule management, progress meetings and reports
- Monitor project funding. Review "schedule of values" and contract item payments, material quantities, and change order payments.
- Labor compliance assurance
- Public relations
- Site safety monitoring
- Monthly payment review and recommendation
- Submittal review and management
- Requests for Information (RFI)
- Contract Change Orders (CCO)
- Construction observation services and project documentation
- Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction

- Perform final observation/walkthrough
- "As-Built" drawings
- Project completion report
- Record drawings input, review, O&Ms
- Final pay application

B. Construction Inspection:

- Construction inspection of various projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between UNICO Engineering, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars ($2,000,000) each occurrence and four million dollars ($4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars ($2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of $100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-051

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"UNICO Engineering, Inc." By: _____

Its: Cesar Montes de Oca, President

"City" By: DocuSigned by: Mario Giuliani 9FA31784A98E490...

Its: Interim City Manager

"Department" By: DocuSigned by: kyle Ochenduszko 2AA567697FAB4EF...

Its: Deputy Public Works Director - Utilities

"City Attorney" By: DocuSigned by: Ben Stock 3294F30F0AD74E3...

Its: City Attorney

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Fire Chief

SUBJECT : **APPROVAL OF FOURTH AMENDMENT TO AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR FIRE PLAN CHECK AND INSPECTION SERVICES**

EXECUTIVE SUMMARY:

On July 1, 2023, the City entered into an agreement (Agreement) with TRB and Associates, Inc. (TRB) to provide on-call fire plan check and inspection services to support the Fire Prevention Division. Since that time, the City has approved three amendments to the Agreement to cover the cost of using TRB to temporarily fill the Fire Prevention Inspector position, which has been vacant due to ongoing recruitment challenges. To continue these essential services without interruption, a fourth amendment is required to increase the Agreement's not-to-exceed amount to $110,000 through June 30, 2025.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the fourth amendment of an agreement with TRB and Associates, Inc. for fire plan check and inspection services to increase the not-to-exceed amount from $99,999 to $110,000 and authorizing the City Manager to execute the amendment on behalf of the City.

BUDGET INFORMATION:

Funding for the fourth amendment of the Agreement is available within the Fire Department's Fiscal Year 2024-2025 operating budget.

BACKGROUND:

The Benicia Fire Department's Fire Prevention Division is responsible for reviewing building plans for fire code compliance, conducting associated inspections to ensure the safety of the built environment, and completing hundreds of state-mandated fire inspections for designated occupancies. To support these services, the City entered into an agreement with TRB in July 2023 to provide as-needed plan check and inspection services.

The City's full-time Fire Prevention Inspector position was vacant for a significant portion of 2024 and 2025. Despite multiple recruitment efforts, recruitment and retention

for this position has proven difficult due to competitive market conditions. To maintain service during this staffing challenge, the City expanded its contract with TRB through three amendments to the original agreement.

- The original Agreement (Attachment 2), effective July 1, 2023, had a not-to-exceed amount of $10,000 and an expiration date of June 30, 2024.

- The first amendment (Attachment 3), effective June 24, 2024, increased the not-to-exceed amount to $49,999 and extended the agreement through June 30, 2025.

- The second amendment (Attachment 4), effective October 23, 2024, raised the limit to $59,999.

- The third amendment (Attachment 5), effective December 1, 2024, further increased the not-to-exceed amount to $99,999.

To ensure uninterrupted fire plan check and inspection service while recruitment efforts continue, a fourth amendment (Attachment 6) is required to increase the Agreement's not-to-exceed amount to $110,000.

With this planned as the final amendment to this contract, Staff is actively pursuing a new contract for on-call fire plan check and inspection services to support the Fire Prevention Division, effective July 1, 2025, and will return to council should council approval be required.

NEXT STEPS:
If approved, the City Manager will execute the Fourth Amendment to the Agreement.

ALTERNATIVE ACTIONS:
Council may choose not to approve the Fourth Amendment to the Agreement. If that occurs, the Fire Department will face significant challenges in completing required inspections and necessary plan reviews due to limited resources. Additionally, Council may direct staff to complete a new Request for Proposals. The timeline associated with that process would cause similar challenges for the Fire Department in completing required inspections and plan reviews.

CEQA Analysis	This action is Categorically Exempt per CEQA Section 2180(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.

ATTACHMENTS:
1. Resolution - Approval of Fourth Amendment to Agreement with TRB
2. Original Agreement with TRB
3. First Amendment to Agreement
4. Second Amendment to Agreement

5. Third Amendment to Agreement
6. Draft Fourth Amendment to Agreement

For more information contact: Josh Chadwick, Fire Chief
Phone: 707-746-4275
E-mail: jchadwick@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE FOURTH AMENDMENT OF AN AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR FIRE PLAN CHECK AND INSPECTION SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT FROM $99,999 TO $110,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the Benicia Fire Department's Fire Prevention Division is responsible for reviewing building plans for fire code compliance, conducting associated inspections to ensure the safety of the built environment, and completing state-mandated fire inspections for designated occupancies; and

WHEREAS, on July 1, 2023, the City entered into an agreement (Agreement) with TRB and Associates, Inc. (TRB) to provide on-call fire plan check and inspection services to support the Fire Prevention Division; and

WHEREAS, the City's full-time Fire Prevention Inspector position was vacant for significant portions of 2024 and 2025; and

WHEREAS, as a result, the support contract with TRB was expanded via three amendments to the Agreement to continue to provide plan review and inspection services during the period of vacancy; and

WHEREAS, to ensure uninterrupted fire plan check and inspection service through the end of the current Fiscal Year, a fourth agreement is needed to increase the Agreement's not-to-exceed amount to $110,000.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the fourth amendment to an Agreement with TRB and Associates, Inc. for fire plan check and inspection services to increase the not-to-exceed amount from $99,999 to $110,000 and authorize the City Manager to execute the amendment on behalf of the City.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

DocuSign Envelope ID: 77F750F2-E4CB-4873-BF52-55B1CF0878B7

Contract ID #23-161

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

AGREEMENT FOR PROFESSIONAL SERVICES

(Under $50,000)

TRB and Associated - Fire Plan Check & Inspection Services

July 1, 2023

1. AGREEMENT

1.1. Identification of Consultant

Name: TRB + Associates, Inc.

Address: 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583

Type of Entity: Corporation

License Numbers: (N/A if Not Applicable)

1.2. Description of Consultant's Services

Services are the following:

Fire plan check & inspection services as further noted in Attachment A.

1.3. Compensation for Consultant's Services

Time and materials, per schedule of rates and charges included in Attachment A, with a guaranteed not to exceed price of **$10,000.**

1.4. Schedule for Performing Consultant's Services

Services shall commence and complete by the following dates:

Commencement Date: Saturday, July 1, 2023

Completion Date: June 30, 2024

1.5. Terms and Conditions

Consultant shall perform the Services identified herein, in accordance with all provisions of this Agreement. Consultant acknowledges its opportunity to negotiate all provisions of this Agreement.

DocuSign Envelope ID: 77F750F2-E4CB-4873-BF52-55B1CF0878B7

1.6. Use Agreement

The Contract ID number (23-161) must appear on all invoices and correspondence. Send invoices to Della Olm, dolm@ci.benicia.ca.us, and include CC to Josh Chadwick, immediately upon performance.

2. AGREEMENT TERMS AND CONDITIONS

2.1. Article 1 - Terms of Performance

This is an Attachment to the Agreement for Professional Services Agreement dated July 1, 2023 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

1.01 Agreement Force and Effect. The provisions of this Agreement constitute the entire agreement between the Consultant and Owner regarding the Services, shall supersede all other prior purchase orders/agreements between Consultant and Owner with respect to the Services, and shall control over any inconsistent provisions in any Consultant-prepared attachments hereto. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Owner is not responsible for Services rendered without the authority of an Agreement on this form.

1.02 Performance of Services. Consultant represents that it possesses the requisite training, licenses and permits necessary to perform the Services, and that its performance of the Services shall conform to the standard of practice of a professional having specific experience and expertise in professional services of like nature and complexity of the Services.

1.03 Progress and Coordination. Upon Owner's request, Consultant shall provide Owner with progress submittals showing status of Services, at times and increments as Owner may reasonably request, and shall provide Owner with a progress schedule for performance of the Services, at times and in a level of detail as Owner may reasonably request. Consultant shall coordinate with Owner and authorities with jurisdiction as necessary to perform the Services. Time is of the essence in the performance of the Services.

1.04 Plans, Specifications, Reports, Deliverables. Work product under this Agreement shall be professional in appearance, comply with the requirements of this Agreement and with design criteria established by Owner, applicable laws and codes, and with all applicable professional standards. Services shall meet this standard within the agreed compensation and schedule; services necessary to correct work product, errors or omissions in work product, shall not entitle Consultant to an increase in compensation.

1.05 No Waivers. The granting of any payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall not limit or waive Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way limit or modify that party's right thereafter to enforce or compel strict compliance with every provision hereof.

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1.06 Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Consultant. Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs Owner in writing.

1.07 Payment Requests. Consultant shall submit all billings with all necessary invoices, time records, deliverables, or other appropriate evidence of performance, after which Owner shall make payment at the earliest practicable time. If requested by Owner to facilitate the payment process and track progress, Consultant shall provide Owner with an itemization of its compensation according to a Work Breakdown Structure ("WBS") in a form Owner supplies or approves (at Owner's option), that defines all Agreement tasks (Consultant's and Subconsultants'), along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to Owner.

1.07.001 Standard Payment Terms. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

1.08 Scope of Compensation. Agreed method of compensation shall be full compensation for all Services required, performed or accepted under this Agreement, and Consultant shall not be entitled to compensation or reimbursement beyond or outside of agreed compensation. If Consultant previously commenced services within the scope of the Services, then the services performed and the compensation paid shall be subject to the terms of this Agreement.

1.09 Additional Services. Payment for Additional Services shall require a written addendum or amendment, negotiated and signed by the Consultant and Owner prior to commencing work of Additional Services, providing for the scope, schedule and terms of compensation.

2.2. Article 2 - Legal and Miscellaneous

2.01 No Assignment. Consultant shall not subcontract any portion of the Services or otherwise assign this Agreement without prior written approval of Owner, and Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.

2.02 Records and Audit. At Owner's request, Consultant shall make available to Owner, its authorized agents, officers, or employees, for audit, photocopy or compilation, any and all ledgers, books of accounts, invoices, payrolls, vouchers, cancelled checks, correspondence, internal memoranda, calculations, drafts, and other records or documents evidencing or relating to the performance of the Services (hard copy or electronic), expenditures and disbursements charged to Owner in connection with the Services. Consultant shall maintain such documents for at least three (3) years following completion of the Services. Such rights shall be specifically enforceable.

2.03 Independent Contractor. Consultant is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that Owner provides to Owner employees, including, without limitation, worker's compensation benefits or payments, pension

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benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services, not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as Owner's responsibility.

2.04 Indemnity/Liability. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless the City of Benicia, its officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of Consultant or its Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "Liabilities"), that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. The Consultant's obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

2.05 Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with Owner that Consultant has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing Owner services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

2.06 Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for Owner, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify Owner in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to Owner hereunder.

2.07 Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its

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Subconsultants in connection with the Services, shall become the property of Owner. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Owner. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to Owner all copyrights to such works. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant's standard details and proprietary design instruments of service (not specific to this Agreement), however, Owner shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.

2.08 Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all City and Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by Owner to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that Owner has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

2.09 Termination and Suspension. (i) Owner may, with or without cause, direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Owner may determine in its sole discretion. (ii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Owner's written notice to Consultant demanding such cure, in which case Consultant shall be liable to Owner for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Owner determines that such termination is in Owner's best interests, in which case Consultant shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

2.010 Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for

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Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.011 Intellectual Property Indemnification. Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. Consultant shall defend, indemnify and hold harmless the City from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to Consultant's services provided to the City under this Agreement.

2.3. Article 3 - Construction of Agreement

3.01 Headings. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

3.02 Modifications. Modifications to this Attachment "B" Agreement Terms and Conditions shall not be effective unless approved and initialed by Owner's legal department or Contracts Manager.

2.4. Article 4 - Consultant's Proposal and Other Consultant-Prepared Documents

4.01 Attachment A. Attachment A consists of Consultant-prepared documents (e.g., Consultant's proposal, if any) attached to this Agreement for reference only, defining further the scope of Consultant's scope of Services hereunder.

4.02 Complementary Construction. This Agreement, its attachments (including but not limited to the attached Attachment A) are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing Owner with the broader scope of services shall have precedence.

4.03 Modifications. Attachment A may not supplement, contradict or qualify section Agreement Terms and Conditions, except as listed below and initialed by a member of Owner's legal department or Owner's Contracts Manager.

4.04 Named Personnel and Subconsultants. It is recognized that the named personnel and Subconsultants in the Agreement are not bound by personal employment contracts to Consultant, however, Consultant agrees that reassignment of any of the named personnel or Subconsultants during the Services requires prior written approval of Owner, which approval shall not be unreasonably withheld. Under no circumstances may Consultant replace personnel or Subconsultants with less qualified or less experienced personnel, without Owner's written consent, which may be withheld by Owner on a reasonable belief of good cause.

END OF TERMS AND CONDITIONS SECTION

3. INSURANCE REQUIREMENTS

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3.1. Insurance Requirements

This is an Attachment to the Agreement for Professional Services Agreement dated July 1, 2023 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

3.2. Consultant's Duty to Show Proof of Insurance

Prior to the execution of this Agreement, Consultant shall furnish to City satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable.

3.3. Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars ($2,000,000) general aggregate and One Million Dollars ($1,000,000) each occurrence.

3.4. Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence including coverage for owned, non owned and hired vehicles.

3.5. Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) per disease and One Million Dollars ($1,000,000) aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

3.6. Professional Liability Insurance

Professional Liability Insurance, either limits of not less than One Million Dollars ($1,000,000) each occurrence or claim and Two Million Dollars ($2,000,000) aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services

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3.7. Additional Insured / Waiver of Subrogation

Consultant shall include City, its City Council members, officers, officials, agents, employees and volunteers as Additional Insureds under the General Liability and Auto policies, and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. It is acceptable that the Additional Insured endorsement to provide "where required by written contract." Consultant shall obtain a specific endorsement to its workers' compensation insurance policy waiving all rights of subrogation against the City, its officers, officials, agents, employees and volunteers.

A. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

B. Written notice of cancellation of the policies shall be mailed to City thirty (30) days in advance of the effective date thereof.

C. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

D. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.

E. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, City may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

End of Insurance Requirements Section

DocuSign Envelope ID: 77F750F2-E4CB-4873-BF52-55B1CF0878B7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"TRB + Associates, Inc."

By: DocuSigned by: Todd Bailey 075F0172DECE462...

Its: President

"City"

By: DocuSigned by: Mario Giuliani 9FA31784A98E490...

Its: Interim City Manager

"City Attorney"

By: DocuSigned by: Ben Stock 3294F30F0AD74E3...

Its: City Attorney

Docusign Envelope ID: BE0A11C0-8462-4B96-B9FF-FFCFA6D6A294

Contract ID #23-161A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into June 24, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and TRB + Associates, Inc., a Corporation , with its primary office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2023, an agreement identified as Contract ID # 23-161 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2025.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $39,999, for a new total amount not to exceed $49,999.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on June 24, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: BE0A11C0-8462-4B96-B9FF-FFCFA6D6A294

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"TRB + Associates, Inc."

By: DocuSigned by: Todd Bailey 6/25/2024
075F0172DECE462...

Its: President

"City"

By: DocuSigned by: Mario Giuliani 7/18/2024
9FA31784A98E490...

Its: City Manager

"City Attorney"

By: DocuSigned by: Ben Stock 6/26/2024
3294F30F0AD74E3...

Its: City Attorney

Docusign Envelope ID: 2568BFF7-A3E7-4089-B4F0-21F40212BEBE

Contract ID #23-161A2

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into October 23, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and TRB + Associates, Inc., a Corporation , with its primary office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2023, an agreement identified as Contract ID # 23-161 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $10,000, for a new total amount not to exceed $59,999.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on October 23, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 2568BFF7-A3E7-4089-B4F0-21F40212BEBE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"TRB + Associates, Inc."

By: DocuSigned by: Todd Bailey 10/30/2024
075F0172DECE462...
Todd Bailey

Its: President

"City"

By: DocuSigned by: Mario Giuliani 11/4/2024
9FA31704A98E490...

Its: City Manager

"City Attorney"

By: Signed by: Ben Stock 11/1/2024
3294F30F0AD74E3...

Its: City Attorney

Docusign Envelope ID: 3C5634C7-3F3D-4986-9823-40DFABB48DCF

Contract ID #23-161A3

THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into December 1, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and TRB + Associates, Inc., a Sole Proprietor, with its primary office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2023, an agreement identified as Contract ID # 23-161 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $40,000, for a new total amount not to exceed $99,999.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on December 1, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 3C5634C7-3F3D-4986-9823-40DFABB48DCF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"TRB + Associates, Inc."

By: DocuSigned by: Todd Bailey 2/10/2025
075F0172DECE462...

Its: President

"City"

By: DocuSigned by: Mario Giuliani
9FA31784A98E490...

Its:

"City Attorney"

By: Signed by: Ben Stock
3294F30F0AD74E3...

Its: City Attorney

Docusign Envelope ID: 3483C907-ABEA-4DC2-A641-FD1A5ED519E6

Contract ID #23-161A4

FOURTH AMENDMENT TO AGREEMENT

This FOURTH Amendment of the Agreement, entered into February 1, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and TRB + Associates, Inc., a Sole Proprietor, with its primary office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2023, an agreement identified as Contract ID # 23-161 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $10,001, for a new total amount not to exceed $110,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on February 1, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 3483C907-ABEA-4DC2-A641-FD1A5ED519E6

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"TRB + Associates, Inc." By: DocuSigned by: Todd Bailey 4/17/2025
075F0172DECE462...

Its: President

"City" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
BUSINESS ITEM

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVE LIST OF STREETS FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT TO RECEIVE MEASURE F AND FY 25/26 SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING**

EXECUTIVE SUMMARY:

This business item includes a presentation to inform the Benicia City Council on the City's plan to improve the condition of the City's roadways. The presentation will discuss the existing condition of the City's road network, projected funding available for road maintenance and rehabilitation, the proposed streets list for the 2026 Citywide Pavement Rehabilitation Project (Project), the proposed City of Benicia Pavement Zones Map, and a tentative 5-year road maintenance plan.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the List of Streets (Project List) for Project (Exhibit A), and City of Benicia Pavement Zones Map (Attachment 2).

BUDGET INFORMATION:

The Recommendation will allow the City to receive an estimated $710,545 in FY 25/26 of Road Maintenance and Rehabilitation Account (RMRA) funding from the California Transportation Commission (CTC). The revenue is budgeted in Streets Fund 311. The Recommendation approves the use of revenues received from Measure F Fund 312 for the repair of the streets listed. No budget amendments are required, and there is no impact to the General Fund with this action.

BACKGROUND:

The City of Benicia operates and maintains 198 lane miles (98 centerline miles) of roadways that connect commuters safely in, out and around the City. This amounts to approximately 390 acres of paved surface. The condition of Benicia's road network has been declining in recent decades. The average pavement condition index (PCI) of Benicia's roadways is 52 out of 100, or fair.

Road Maintenance and Rehabilitation Funding

Staff estimates that approximately $5 to 5.5 million per year will be available for road maintenance and rehabilitation in the coming years. Road maintenance funding comes from a variety of sources:

Measure F

In November 2024, voters approved Measure F, a 0.5% sales tax on retail purchases. Revenue from Measure F (Fund 312) will be earmarked exclusively for repairing Benicia's streets, potholes, and sidewalks. The tax went into effect on April 1, 2025, and is projected to generate $4 million annually.

SB1

In April 2017, the California State Senate passed Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB1), which the Governor subsequently signed. SB1 increased the per gallon excise fuel taxes, diesel fuel sales taxes, vehicle inspection registration fees, and provides inflationary adjustments to tax rates in futures years to fund road maintenance and repair.

In January 2018, the State Controller began depositing portions of SB1 funding into the newly created Road Maintenance and Rehabilitation Account. RMRA funds are apportioned by formula to eligible cities and counties for basic road maintenance rehabilitation and critical safety projects on the local streets and roads system. The City of Benicia is projected to receive $710,545 in FY 25/26 of RMRA funding (Streets Fund 312).

To receive RMRA funding, the City must submit a Project List to the CTC each year. For FY 25/26, the Project List must be submitted to the CTC by July 1, 2025.

Highway Users Tax Account

The Highway Users Tax Account (HUTA) is a State fuel tax that contributes approximately $700,000 annually for road related expenses of which the City will commit $100,000 per year to the roadway maintenance program (Streets Fund 310).

Franchise Fees

Republic Services provides a Vehicle Impact Fee of approximately $200,000 to the City each year as part of the franchise agreement.

Road Maintenance and Rehabilitation Plan

Staff have developed a long-term pavement maintenance strategy that will allow for treatment of every residential street in the City within approximately 12 years, bringing the network PCI above 70.

Pavement Zones

To maximize design and construction efficiency of future paving projects and to minimize construction disruption to the City's residents and visitors, Staff are proposing to separate the City's residential streets into 24 pavement zones (Attachment 2). The pavement zones are geographic areas that are bounded by arterials and collectors (major roadways). Zones are similar in size and include between 300,000 to 500,000

square feet of pavement. The estimated cost to treat each pavement zone is dependent on the pavement area and the condition of the streets within the zone. This cost presently ranges from $250,000 (Zone 9) to $3,450,000 (Zone 14) because of the highly variable condition of our residential streets.

Each year, two to four pavement zones will be selected for treatment. Zones will be selected based on pavement conditions, proximity to other selected zones (i.e. to avoid adjacent zones), potential conflict or integration with planned public works projects (i.e. underground utility replacements), and other factors in order to maximize project benefit. Every zone must receive treatment before any zones are selected for re-treatment. Approximately $1 million per year will be dedicated to maintaining major roadways that aren't included in the residential pavement zones.

2026 Streets List
The residential pavement zones proposed for the 2026 Citywide Pavement Rehabilitation Project are Zone 6 and Zone 17. Additionally, Cambridge Drive from Rose Drive to Capitol Drive is proposed to be rehabilitated.

5-Year Plan
The tentative plan for years 2027 through 2030 is shown in the table below. This plan is not included in the Resolution and may change depending on roadway decay, funding, utility inspections, or other unforeseen circumstances. This 5-year plan includes treatment of 12 residential zones (50% of residential zones) and 6.3 million square feet of pavement (37% of the City's pavement). This plan would put the City in a position to treat all residential streets within a 12-year period.

Year	Zones/Streets List
2027	Zone 2 Zone 13 Arterials/collectors within Zone 2
2028	Zone 3 Arterials/collectors within Zone 3 1st Street Zone 20 Solano Drive (Hastings to Larkin) Hastings Drive (Zinnia to Rose)
2029	Zone 7 West 7th Street (Military to 780) Zone 1 Zone 23 McAllister (Rose to Arguello) Kearney (Rose to Arguello)
2030	Zone 14 Zone 4 Turner (Southampton to Larkin) Zone 16

NEXT STEPS:
If the Council adopts the resolution, staff will submit the FY 25/26 Project List to CTC and be eligible to receive RMRA funding from SB1 for roadway projects. Staff will return to the Council requesting approval to issue a consultant contract for the engineering design of the Project. Following the design and bidding phases, staff will return to the Council to request authorization to award a construction contract and proceed with the construction of the Project prior to construction in 2026.

ALTERNATIVE ACTIONS:
Council could choose to direct staff to change the list of streets.

CEQA Analysis	This project is Categorically Exempt per CEQA Section 15301 (c), which applies to repair and maintenance of existing roadways.

ATTACHMENTS:
1. Resolution - List of Streets - 2026 Citywide Pavement Rehab Project – FY 25/26 RMRA Funding
   Exhibit A – 2026 Citywide Pavement Rehab Project – List of Streets
2. City of Benicia Pavement Zones Map

For more information contact: Danielle Bonham, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE LIST OF STREETS FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT TO RECEIVE MEASURE F AND FY 25/26 SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING

WHEREAS, in November 2024, Benicia voters approved Measure F, a 0.5% sales tax on retail purchases that will be used to repair and maintain Benicia's streets and sidewalks; and

WHEREAS, Senate Bill 1: the Road Repair and Accountability Act of 2017 (SB1)(Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the project proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a List of Streets (Project List) (Exhibit A) proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated total of $4 million from Measure F and $710,545 in RMRA funding from SB1 for FY 25/26; and

WHEREAS, SB1 funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the Project List; and

WHEREAS, the City used a Pavement Management System to assist in the development the Project List to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from Measure F and SB1 will help the City maintain and rehabilitate streets/roads throughout the City this year and into the future; and

WHEREAS, to be eligible to receive its SB1 allocation, each local agency must adopt and file with the California Transportation Commission an annual list of qualifying projects to which the agency may direct these revenues; and

WHEREAS, the City's pavement management database indicates that the City's streets and roads are in "fair" condition with an average Pavement Condition Index of 52 and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the Project List and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the List of Streets for Project, and City of Benicia Pavement Zones Map.

BE IT FURTHER RESOLVED that the City Council of the City of Benicia does hereby approve that the following project will be funded in part with FY 25/26 RMRA and Measure F revenues:

Project Title: 2026 Citywide Pavement Rehabilitation Project
Project Description: Rehabilitate the pavement by using appropriate treatment methodology depending on the condition of the pavement.
Project Location: Pavement Zones 6 and 17 and Cambridge Dr. (location detail in Exhibit A)
Estimated Project Schedule: Start: 06/2026; Completion: 9/2026.
Estimated Project Useful Life: 15 to 20 years.

BE IT FURTHER RESOLVED that the City Council of the City of Benicia does hereby approve that the attached City of Benicia Pavement Zones Map.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of May 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
2026 Citywide Pavement Rehabilitation Project List of Streets
[see next page]

Exhibit A
City of Benicia
List of Streets for 2026 Pavement Rehabilitation Project

Street Name	Start	End	Avg PCI	Repair	Area (SF)	Estimated Cost
Zone 6			**28**	**Varies**	**244,850**	**$1,650,000**
Anita Circle	s/o Cheryl Dr.	s/o Cheryl Dr.				
Carolina Dr.	w/o W-7th St.	w/o W-7th St.				
Charmian Ct.	n/o Cheryl Dr.	350' n/o Cheryl Dr.				
Cheryl Dr.	w/o W-7th St.	300' e/o Drolette				
Cheryl Dr.	e/o Drolette Way	300' e/o Drolette Way				
Corrigan Ct.	w/o Drolette Way	475' w/o Drolette Way				
Drolette Way	n/o Military West	500' w/o Landahl Ct.				
Fry Ct.	n/o Drolette Way	200' n/o Drolette Way				
George Ct.	n/o Cheryl Dr.	475' Cheryl Dr.				
Goettel Ct.	e/o Drolette Way	300' e/o Drolette Way				
Landahl Ct.	n/o Drolette Way	250' n/o Drolette Way				
Zone 17			**16**	**Varies**	**394,425**	**$2,900,000**
Atkins Ct.	s/o Capitol Dr.	175' s/o Capitol Dr.				
Baylor Ct.	s/o Cambridge Dr.	525' s/o Cambridge Dr.				
Bigler Ct.	n/o Cooper Dr.	125 n/o Cooper Dr.				
Breck Ct.	s/o Capitol Dr.	400' s/o Capitol Dr.				
Byron Ct.	w/o Cooper Dr.	150' w/o Cooper Dr.				
Capitol Dr.	w/o Hastings Dr.	e/o Cambridge Dr.				
Cooper Dr.	s/o Cambridge Dr.	n/o Capitol Dr.				
Cooper Dr.	n/o Cambridge Dr.	350 w/o Bigler Ct.				
Devonshire Rd.	s/o Hastings Rd.	w/o Southampton Rd.				
Gordon Ct.	w/o Cooper Dr.	525' w/o Cooper Dr.				
Grant Ct.	w/o Capitol Dr.	225' w/o Capitol Dr.				
London Circle	w/o London Dr.	300' w/o London Dr.				
London Dr.	w/o Hastings Dr.	n/o London Circle				
Sargent Ct.	w/o Cooper Dr.	350' w/o Cooper Dr.				
Stuart Ct.	s/o Devonshire Dr.	550' s/o Devonshire Dr.				
Union Ct.	n/o Capitol Dr.	175' n/o Capitol Dr.				
Winston Ct.	n/o Cambridge Dr.	225' n/o Cambridge Dr.				
Cambridge Dr.	**200’ w/o Capitol Dr.**	**Rose Drive**	**5**	**Mill and Overlay or FDR**	**79,200**	**$750,000**

Totals	**718,475**	**$5,300,000**

Notes:
1. Description: The 2026 Citywide Pavement Rehabilitation Project will rehabilitate the pavement by using the appropriate treatment methodology depending on the condition of the pavement.
2. Locations: The project locations are listed above.
3. Estimated Useful Life: The expected useful life is 15 to 20 years.
4. Schedule: Construction of the project is scheduled for June through October 2026.

City of Benicia Pavement Zone Map

Legend

Current PCI

- Good: 70 - 100
- Fair: 50 - 69
- Poor: 25 - 49
- Failed: 0 - 24
- Parcels
- Zones

Lake Herman Rd
Columbus Pkwy
Benicia Rd
Lopes Rd
Goodyear Rd
Egret Ct
Water Wy
Reservoir Rd
W Channel Rd
California Ct
W Industrial Wy
E 2nd St
Gateway Plaza Dr
Wanger St
Industrial Wy
Channel Ct
Addison Ct
Stephen Ct
Stoneman Ct
Kearney St
Townsend Dr
Lansing Ct
Samuel Cir
Smith Ct
Lloyd Ct
Mc Kenna Ct
Arguello Dr
Vincent Ct
Hubbs Ct
Andrew Ct
Brown Ct
Robinson Wy
McAllister Dr
Percy Dr
Mizner Ct
Casey Ct
Hugh Ct
Jasper Ct
Thomas Dr
Columbia Cir
Rose Dr
Currey Ct
Gray Ct
Kellyn Ct
Galladher Dr
Aspinwall Dr
Allen Wy
Tustin Ct
Watson Ct
Mc Call Dr
Dempsey Dr
Getty Ct
Stone Rd
Iowa St
Indiana St
Nevada St
Oregon St
Industrial Ct
E Channel Rd.
Baywood Rd
Noyes Ct
Mallard Dr
Teal Ct
Teal Dr
Sprig Dr
Panorama Dr
Carlisle Wy
Carlisle Ct
Banbury Ct
Banbury Wy
Carlisle Pl
Perth Wy
Eaton Ct
Durham Ct
Essex Ct
Radnor Ct
Gill Wy
Gill Ct
White Chapel Dr
Dartmouth Pl
Woodstock Ct
Ardmore Wy
Dundee Wy
Martin Ct
Baker St
Panorama Ct
Weldon Ct
Drake Ct
Larkin Dr
Larkin Ct
Dalton Ct
Mills Ct
Duvall Ct
Gerald Ct
Bigler Ct
Cooper Dr
Cambridge Dr
Grant Ct
Gordon Ct
Sargent Ct
Capitol Dr
Byron Ct
Atkins Ct
Baylor Ct
Hastings Dr
Brent Ct
Brentwood Dr
York Dr
Mills Dr
Winston Ct
OFarrell Dr
Turner Dr
Steven Ct
Steven Cir
Merlin Ct
Chadwick Wy
James Ct
Chelsea Ct
Hills Dr
Sanborn Ct
Reed Ct
Southampton Rd
Devonshire Dr
London Dr
London Cir
Stuart Ct
Grove Cir
Bradford Ct
Bolton Cir
Bradford Wy
Palace Ct
Blake Ct
Corcoran Ct
Channing Cir
Clifton Ct
Walsh Ct
Camden Ct
Hanlon Wy
Oxford Wy
Bantry Wy
Dorset Wy
Mayo Ct
Carsten Cir
Speedwell Ct
Kerry Ct
Rose Dr
Belvedere Ct
Violet Ct
Jasmine Ct
Tulip Ct
Barton Wy
Abbey Ct
Regis Dr
Windsor Dr
Charles Ct
Gardenia Ct
Fuchsia Dr
Zinnia Ct
Sweetbrier Ln
Laurel Ct
Cypress Ct
Camellia Ct
Buckeye Ct
Lilac Ct
Sage Ct
Iris Ct
Toyon Pl
Lupine Ct
Willow Ct
Bristol Ct
Primrose Ln
Daffodil Dr
Periwinkle Pl
Phelps Ct
Clyne Ct
Dragon Pl
Orchid Dr
Morning Glory Dr
Lyon Ct
Solano Dr
Poppy Cir
Knight Dr
Ware Ct
Arbor Ct
Dale Ct
Havenhill Dr
Warwick Dr
Sunset Cir
Clearview Cir
Braemer Ct
W Seaview Dr
E Seaview Dr
W Tennys Dr
Old Suisun Rd
Goldenhill Wy
Rankin Wy
Brandon Pl
Bridgeview Ct
Riverview Ter
Helane Ct
Lori Dr
Edna Ct
Julie Ct
Sherman Dr
Sandy Wy
Gloria Wy
Susan Ct
Shirley Dr
Landahl Ct
George Ct
Fry Ct
Cheryl Dr
Carolina Dr
Corrigan Ct
Drolette Wy
Bonita Ct
Bahia Ct
Monte Vista Dr
Plaza de Oro
Denfield Ave
Church St
W N St
W 14th St
W 13th St
W 12th St
W 11th St
W 10th St
W L St
Military West St
W 7th St
Buena Vista St
Alta Loma
Wainwright
Clipper Bay Lane
W 9th St
W 8th St
W H St
W I St
W 6th St
W 5th St
W 4th St
W 3rd St
W 2nd St
W K St
W M St
W N St
Ridge Cir
Marina Pl
Labrador Ln
Carquinez Ct
St Catherines Ct
Raymond Dr
Vista Ct
Incline Pl
Harbor Vista Ct
Riverhill Dr
Varni Ct
Monroe Ct
Wingfield Wy
Military East St
O'Hare Dr
Francisca Dr
Viewmont St
Rinconada Ct
Vecino Ct
Lindo St
Casa Grande St
Casa Grande Pl
Media St
Via Media
Linda Vista Av
Hillcrest Av
Vista Grande Av
La Cruz Av
El Bonito Wy
Del Centro
E T St
E S St
E O St
E N St
E L St
E K St
E J St
E I St
E H St
E G St
E F St
E E St
E D St
E 7th St
E 6th St
E 5th St
E 4th St
E 3rd St
E 2nd St
E 1st St
W D St
W E St
W F St
W G St
Semples Crossing
Semple Ct
Pointe Benicia Way
E B St
Sea Breeze Dr
Johns Pl
Cove Wy
Elaine Wy
McKay Wy
Park Rd
Bay Vista Ct
Hospital Rd
Madison St
Madison St.
Jefferson St
Adams St
Washington St
Buchanan St
Grant St
Hayes St
Polk St
Tyler St
Jackson St
Lincoln St
Gen D.P. Quandt Ln
Oak Rd
Bayshore Rd
Camel Rd.
Fir Rd
Park Rd
Channel Rd
Elm St
Ferry Rd
Tennis Ln
Ferry Rd
Ferry Ct
Ferry Point
Ferry Terminal
Ferry Building
Ferry Dock
Ferry Slip
Ferry Wharf
Ferry Pier
Ferry Boat
Ferry Service
Ferry Schedule
Ferry Route
Ferry Map
Ferry Guide
Ferry Tickets
Ferry Fare
Ferry Passengers
Ferry Vehicles
Ferry Bicycles
Ferry Pets
Ferry Accessibility
Ferry Amenities
Ferry Restrooms
Ferry Waiting Area
Ferry Parking
Ferry Lot
Ferry Garage
Ferry Valet
Ferry Shuttle
Ferry Bus
Ferry Train
Ferry Connection
Ferry Transfer
Ferry Intermodal
Ferry Multimodal
Ferry Hub
Ferry Station

AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 6, 2025
BUSINESS ITEM

TO : City Manager

FROM : Finance Director

SUBJECT : **FY 2025/26 AND FY 2026/27 BUDGET STUDY SESSION – COMMUNITY GRANTS**

EXECUTIVE SUMMARY:

This Budget Study Session is intended to review and analyze aspects of the budget as it is being developed, allowing for public input and council feedback prior to the proposed and adopted budget.

RECOMMENDATION:

Receive the presentation and recommended grants awards for the Community Grants Program for FY 2025/26 (FY26) and FY 2026/27 (FY27). Provide direction to staff on the proposed agreements awarding FY26 grants and FY27 grants being contingent on City revenue not falling more than 10 percent.

BUDGET INFORMATION:

There are no direct costs associated with the preparation of the budget study session materials. The staff time expenses are included in the adopted FY 2024/25 budget.

In compliance with the Budget Development Policy, the Community Grants budget is recommended at $275,000 per fiscal year, with Arts and Culture grants budgeted at $100,000 per fiscal year and Community Services grants budgeted at $175,000 per fiscal year.

Valero's recent announcement to idle, restructure, or cease operations by April 2026 creates revenue uncertainty for the City, and the ability to continue to fund grant programs may be limited in FY27. Should anticipated revenue for FY27 fall by more than 10 percent, the second year of Community Grant Program will not be funded, and grant awards for FY27 will be cancelled. The grant agreement will be updated to reflect this contingency clause along with a deadline to inform grantees. The Council Budget Subcommittee has reviewed and approved the FY27 contingency.

BACKGROUND:

On January 7, 2025, City Council approved the FY26 and FY27 Budget Development Policy with one change: reducing the full-time employee (FTE) count to 218 (Attachment 1) The policy included guidance for the Community Grant Program:

Community Grants:
To ensure the core operating service level to the community in the areas of Arts and Culture and Community Services (formerly known as Human Services), the Community Grant Program will be budgeted at $275,000 per fiscal year. Arts and Culture grants will be budgeted at $100,000 with a maximum grant award per recipient of $30,000. Community Services grants will be budgeted at $175,000 with a maximum grant award per recipient of $50,000. The Arts and Culture Commission (ACC) and Community Services Commission (CSC) will recommend grant awards based on a competitive solicitation process.

Community grants support Benicia based nonprofit organizations providing services to the community in the areas of Arts and Culture and Community Services. In response to feedback from staff and grantees from prior processes, the Community Grant Program was streamlined and simplified with respect to the application process, budget and award amounts, and reporting requirements. The application and evaluation process were conducted online through the OpenGov platform. A mandatory applicant training session was held on January 15, 2025. The application included questions related to eligibility prerequisites, organizational information, proposed project or service details, and required supporting documentation, such as proof of tax-exempt status. Maximum award thresholds were also established to streamline grant awards create a level of equity among grant recipients and encourage grant applications from new applicants. Awarded grantees will be required to present to the ACC or CSC one presentation per fiscal year to demonstrate progress made towards meeting program and grant goals along with a mid-year certification of compliance in lieu of prior cycle reporting requirements.

Staff issued a Requests for Proposals (RFP) on January 15, 2025, with proposals due on February 14, 2025. Evaluation committees made up of members of the respective commissions scored proposals based on criteria in each RFP. At the March 31, 2025, ACC meeting the commission recommended funding 8 of 9 applicants using a 70% minimum score (Attachment 2). At the April 3, 2025, CSC meeting the commission recommended funding 5 of 6 applicants using an 80% threshold (Attachment 3). The recommended grant awards will be included in the proposed and adopted budgets for Council award of the grants.

NEXT STEPS:
Staff will incorporate any Council direction, add a contingency clause to the grant agreements, and include the recommended Community Grants in the proposed budget scheduled for Council presentation on June 3, 2025.

ALTERNATIVE ACTIONS:
N/A.

CEQA Analysis	This action is Categorically Exempt per CEQA Section 21080(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.

ATTACHMENTS:

1. Resolution 25-21 and Budget Development Policy
2. ACC Grantee Recommendations
3. CSC Grantee Recommendations

For more information contact: Jeff Tschudi, Finance Director
Phone: (707) 746-4222
E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 25-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE BUDGET DEVLOPMENT POLICY FOR FISCAL YEAR 2025/26 (FY26) AND FISCAL YEAR 2026/27 (FY27)

WHEREAS, the City of Benicia is on a two-year budget cycle; and

WHEREAS, the City Council adopted the Budget Development Policy (BDP) on December 20, 2022, for development of the Fiscal Year 2023/24 (FY23) and Fiscal Year 2024/25 budgets (FY24); and

WHEREAS, the budget development process for FY26 and FY27 will continue the development of creating an institutional process for budgeting and budget policy to improve the financial stability and transparency for the City; and

WHEREAS, the Budget Development Policy is meant to be a living document that is reviewed, changed, and approved each budget cycle by Council; and

WHEREAS, staff is requesting that Council review and approve the Budget Development Policy for FY26 and FY27, putting the City in a place to meet current service demands while maintaining a future vision of the City's fiscal needs; and

WHEREAS, council provided direction to reduce full time equivalent (FTE) authorized positions to 218 for FY26 and FY27.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the recommended Budget Development Policy for FY26 and FY27.

*****

On motion of Council Member **Birdseye,** seconded by Council Member **Young,** the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 7th day of January 2025 by the following vote:

Ayes: **Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young**

Noes: **None**

Absent: **None**

Abstain: **None**

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

January 14, 2025

Date

Budget Development Policy

Objective

The City of Benicia values financial stability and fiscal prudence, with intended results of stability in the services we provide and the people we employ. A strong budget development policy, reviewed and updated biennially by the City Council, is a key factor in this stability.

Introduction

The Budget Development Policy is intended to be used in conjunction with the City's Strategic Plan, annual 5-Year Forecasts, Reserve Fund Policy, and Budget Control Policy to guide the development of the biennial budget, budget adjustments, and amendments occurring throughout the fiscal year, at mid-year, and mid-cycle. The Budget Development Policy is established to provide guidance for more than one budget cycle and is required to be reviewed and updated biennially to allow the City to respond to changing financial and organizational conditions.

Policy Goals

Implement Strategic Priorities: Ensure that the recommended budget provides sufficient resources to meet the objectives of the City's strategic priorities, including maintenance of current city assets and infrastructure, while maintaining long term financial sustainability.

Pursue Operational Efficiencies: Combine, reorganize, or eliminate programs/processes to respond to changing needs or priorities. Identify lower priority programs that can be reduced or eliminated to free up resources to fund higher priority programs determined by the City Council. Carefully review and justify all expenditure line items to identify possible cost reductions.

Pursue New Revenues: Pursue new revenues and ensure fees charged for services are recovering all costs incurred to provide those services (unless otherwise directed by Council). To the extent possible, any new revenues from programs receiving General Fund support shall be used to offset the cost of existing staff and programs, rather than funding new staff or programs

Manage Size of Employee Workforce: Requests for new position(s) will be considered only if the new position(s) are:

- required as the result of a program mandate; OR
- 100% funded by a new long-term revenue source; OR
- Directly related to a City Council priority

Maximize the City Council's Discretion: Wherever legally possible, revenues should be treated as discretionary resources rather than as dedicated to a particular program or service, providing the City Council as much flexibility as possible in allocating resources to local priorities.

FY 2025/26 and FY2026/27 Budgets

The following policy statements apply to General Fund and Non-General Fund expenses and General Fund contributions to non-General Fund Departments/Divisions.

Service Level and Program Offering

Maintain existing service levels for General Fund Departments: Departments receiving General Fund support shall prepare a budget that maintains existing service levels.

New or Enhanced Discretionary Programs: Departments shall not propose new or enhanced programs unless those programs are fully funded (including overhead costs) or if the program is required to fulfill a legal mandate, or to protect needed public health or safety. Departments shall not propose new or enhanced programs using one time revenue that may create an ongoing net city cost, unless approved by the City Manager during the budget development process to address a specific council priority or public health and safety need. Requests must support the City Council priorities and will be evaluated by the City Manager's Office to determine if the increase is financially viable and sustainable.

Funding can be accomplished by:

1) a grant or other dedicated revenue source in FY26 or FY27and future years
2) being included in the planning and implementation of a major capital project
3) reallocating resources from a lower priority program to a higher priority program in accordance with the following criteria:
    - The request is justified in terms of workload, service demand (include an analysis of the service level impact), and the efficient use of other resources in the relevant department.
    - The investment is needed to address a significant City liability; or the need shall be sufficiently critical to justify the request.

Personnel

Position Changes: As of Fiscal Year (FY) 2024/25, there are 222.75 authorized Full-Time Equivalent (FTE) positions~~. The budgeted FTE for FY 2025/26 (FY26) and FY 2026/27 (FY27) will not include any reductions or additions.~~ No limited term positions are currently authorized and no limited term positions will be budgeted in FY26 or FY27. Position change requests resulting in net-zero changes in FTE count may be considered by the City Manager. Exceptions may be recommended to the City Council by the City Manager based on the City's priorities, needs, or mandates. As program needs change, Departments should review their current vacant positions and/or frozen vacancies for potential position changes.~~, with a goal to reduce authorized FTE to 218 by June 30, 2026~~. All position changes shall be reviewed by the City Manager, Finance Director, and Human Resources Manager.

Council provided direction on January 7, 2025 that the FY26 and FY27 budget should be adopted with an authorized FTE of 218 positions.

Vacancy Factor: A vacancy factor using historic vacancy rates in the most recent 3-5 prior years will be calculated to reduce the overall personnel budget. For the General Fund, this reduction will be included

in the non-departmental budget. Other funds that budget FTEs that share costs with the General Fund will have a vacancy factor reflected in the same ORG in which that FTE is budgeted.

Fund Management and General Fund Contributions to Other Funds

Budget Detail: Account level itemizations will be required in the budget development software for all services, equipment, and Capital Improvement Program related objects. Itemizations should identify the contract, service, or program the budget is intended for.

Chart of Accounts: Consolidate account segments where feasible to simplify budgeting and accounting processes. ORGs with no fiscal activity in prior years or limited function should be combined with ORGs that have an operational function. Account level objects should be used consistently across all departments and funds.

Community Grants: To ensure the core operating service level to the community in the areas of Arts and Culture and Community Services (formerly known as Human Services), the community grant program will be budgeted at $275,000 per fiscal year. Arts and Culture grants will be budgeted at $100,000 with a maximum grant award per recipient of $30,000. Community Services grants will be budgeted at $175,000 with a maximum grant award per recipient of $50,000. The Arts and Culture Commission and Community Services Commission will recommend grant awards based on a competitive solicitation process.

Internal Service Funds (ISF): Combine the Equipment Replacement and Vehicle Replacement Internal Service Funds. Resume General Fund contributions to the combined Equipment/Vehicle Replacement Internal Service Fund to plan for future expenditures to replace vehicles and related equipment. Restore General Fund contributions to the Worker's Compensation Internal Service Fund, with contributions tied to actuarial report funding recommendations.

Measure A: Revenue from Measure A, generated by an increase in the transient occupancy tax, shall be represented in within the General Fund and not have a separate fund to collect or reserve funding. The revenue shall be used for general governmental purposes, consistent with the ballot measure.

Measure B and Measure C: Revenue from Measure B and C, generated by local sales taxes, shall be represented within the General Fund and not have a separate fund to collect or reserve funding. Measure B and Measure C revenues will be reflected in the General Fund with separate object codes and expended for general government purposes, consistent with the ballot measure. Council has the ability, as with all discretionary funding, to use its total resources in a manner consistent with its priorities and goals.

Measure L: Measure L revenue shall be budgeted in the Library operating budget to provide a clear annual awareness of General Fund support to this function. It shall not have a specific fund to collect or reserve Measure L revenue as this funding is 100% utilized each fiscal year.

Measure F: Revenue from Measure F, a specific-purpose local sales tax to fund critical road infrastructure improvements, shall be represented in a separate fund to collect and reserve funding. Revenue generated from Measure F shall be used exclusively for the specific purposes stated in the Measure: repairing, maintaining, and improving Benicia's streets, roads, potholes, and related sidewalks and storm drains.

New Grants: Administrative Policy 36 should be followed for all grant applications. Budget requests based on new grant funding shall not be included in the Recommended Budget unless the City has received official notification of Grant Award.

Operating Contingency: Create an operating contingency within the General Fund budget to be used for unforeseen operational needs and emergencies. The target amount of the operating contingency is $250,000 to $500,000. This budget can only be used if approved by the Finance Director and City Manager and in accordance with the Budget Control Policy. Use of contingency budget does not need Council approval and is not intended to be used by Council for discretionary projects.

Capital Assets and Vehicles

Capital Improvement Program (CIP): As fiscal resources allow, General Fund contributions for CIP projects will consist of:

- Minimum of $500,000 for Roads Projects in FY26 and FY27
- $500,000 to $1,000,000 to the Marina Breakwater project in FY26 and FY27
- $500,000 to $1,000,000 to the Marine Debris Removal project in FY26 and FY27
- $500,000 to $1,000,000 in FY26 and FY27 for other projects as prioritized in the CIP

Vehicle Purchases: Replacements and additions to the vehicle fleet should conform with the vehicle replacement policy.

Pension

Pre-Payment of PERS Costs: Pre-pay the City's annual Unfunded Actuarial Liability (UAL) for the Public Employee Retirement System (PERS) miscellaneous employees and safety employees plans, thereby avoiding the costs of interest accrued through the year.

Section 115 Trust for Pension: Allocate a minimum of $500,000 from the General Fund to the 115 Trust for Pension in each fiscal year. Annual contributions to the 115 Trust shall not be limited to the annual minimum budgeted amount and discretionary contributions, including the use of the reserve Pension Designation, are encouraged. The Internal Revenue Code Section 115 Trust, which is administered by the Public Agency Retirement Services (PARS), can only be used to fund future pension obligations. Funds deposited into the trust are irrevocable.

Reserve

Reserve Policy: As fiscal resources allow, maintain the Reserve Fund Policy goal of 20% of General Fund expenditures assigned to the Designation for Fiscal Uncertainty. No assignment or commitments outside of the reserve policy shall be created with the proposed budget or throughout the budgeted years.

ARTS & CULTURE COMMISSION - COMMUNITY GRANT FUNDING (70% minimum qualifying score)

Staff recommendations for grantee awards are based on three criteria:

1. Applicants receiving a score of less than 70% are not recommended for an award.
2. Grants applicants that score more than 70% will be awarded a percentage of available funds based on their score. I.e., If a grantee's application was awarded a score of 87%, the maximum amount they could be eligible for is 87% of their request.
3. Once the total eligible amount is calculated the amount to be awarded will be based on a percentage of the total amount of funding available

Aggregate Scores by Vendor	Total Score	% of Possible Score
Arts Benicia	22.71	90.8%
Benicia Ballet Theater	18.14	72.6%
Benicia Community Foundation, Inc	15.86	63.4%
Benicia Literary Arts	19	76%
Benicia Makerspace	20.14	80.6%
Benicia Old Town Theatre Group	22.29	89.2%
Benicia Performing Arts Foundation	22.43	89.7%
Museum of History Benicia	19.29	77.2%
VOENA	20.86	83.4%

Hypothetical example:

- Organization X receives a score of 91% on their application.
- Organization X requested $50,000—with a score of 91% the maximum amount they could receive is $45,500.
- Based on all scores and requests, the total amount of funding that would be awarded based solely on scores and requests is $135,000. If the City allocates a total of $75,000, this is 56% of the total amount eligible.
- In this case the award amount would be 56% of $45,500 = $25,480

Non-profits (ACC Grant)				Recommended Funding - 2 year Grant period [**77% of max**]
	Per FY	**Total request**	**Max Award**	
Arts Benicia	$ 30,000.00	$ 60,000.00	$ 54,504.00	$42,071 ($21,035.50 per year)
Benicia Ballet Theater	$ 10,150.00	$ 20,300.00	$ 14,729.68	$11,445 ($5,722.50 per year)
Benicia Community Foundation, Inc	$ 17,500.00	$ 35,000.00	n/a	n/a
Benicia Literary Arts	$ 4,550.00	$ 9,100.00	$ 6,916.00	$5,428 ($2,714 per year)
Benicia Makerspace	$ 15,100.00	$ 30,200.00	$ 24,329.12	$18,836 ($9,418 per year)
Benicia Old Town Theatre Group	$ 5,000.00	$ 10,000.00	$ 8,916.00	$6,968 ($3,484 per year)
Benicia Performing Arts Foundation	$ 29,487.50	$ 58,975.00	$ 52,912.37	$40,846 ($20,423 per year)
Museum of History Benicia	$ 30,000.00	$ 60,000.00	$ 46,296.00	$35,751 ($17,875.50 per year)
VOENA	$ 30,000.00	$ 60,000.00	$ 50,064.00	$38,652 ($19,326 per year)
Total requested (max award):			$258,667.17	
Available funds (2 year grant)		$ 200,000.00	77%	Total: $199,997

COMMUNITY SERVICES COMMISSION - COMMUNITY GRANT FUNDING (80% minimum qualifying score)

Staff recommendations for grantee awards are based on three criteria:

1. Applicants receiving a score of less than 80% are not recommended for an award.
2. Grants applicants that score more than 80% will be awarded a percentage of available funds based on their score. I.e., If a grantee's application was awarded a score of 87%, the maximum amount they could be eligible for is 87% of their request.
3. Once the total eligible amount is calculated the amount to be awarded will be based on a percentage of the total amount of funding available

Hypothetical example:

- Organization X receives a score of 91% on their application.
- Organization X requested $50,000—with a score of 91% the maximum amount they could receive is $45,500.
- Based on all scores and requests, the total amount of funding that would be awarded based solely on scores and requests is $135,000. If the City allocates a total of $75,000, this is 56% of the total amount eligible.
- In this case the award amount would be 56% of $45,500 = $25,480

Aggregate Scores by Vendor	Total Score	% of possible score
Benicia Community Action Council	20	80%
Benicia Unified School District	19.86	79.4%
Carquinez Village	23.29	93.2%
Families in Transition	21.86	87.4%
Food is Free Solano dba Food is Free Bay Area	22.71	90.8%
St. Vincent de Paul Society, St. Dominic's Conference	20.71	82.8%

CSC				Recommended Funding - 2 year Grant period [**90% of max**]
	Per FY	**Total request**	**Max Award**	
Benicia Community Action Council	$ 46,500.00	$ 93,000.00	$ 74,400.00	$67,253.00 ($33,626.50 per year)
Benicia Unified School District	$ 50,000.00	$ 100,000.00	n/a	n/a
Carquinez Village	$ 50,000.00	$ 100,000.00	$ 93,160.00	$84,137.00 ($42,068.50 per year)
Families in Transition	$ 50,000.00	$ 100,000.00	$ 87,440.00	$78,989.00 ($37,494.50 per year)
Food is Free Solano dba Food is Free Bay Area	$ 50,000.00	$ 100,000.00	$ 90,840.00	$82,049.00 ($41,024.50 per year)
St. Vincent de Paul Society, St. Dominic's Conf.	$ 25,000.00	$ 50,000.00	$ 41,420.00	$37,571.00 ($18,785.50 per year)
Total Requested (Max award)			$387,260.00	
Available funds (2 year grant)		$ 350,000.00	90%	Total $349,999.00