

CONTRACT DOCUMENTS

Specification No. 2024-20

**CST STAGING LOT IMPROVEMENTS AT 1550 W PALM ST
SAN DIEGO, CALIFORNIA**



***Procurement Services Department
San Diego Unified Port District's General Services Building
1400 Tidelands Avenue
National City, California 91950***

All questions regarding this Specification or bidding requirements shall be submitted using the eBid system, as described in the Notice Inviting Bids.

The point of contact for administration of this Solicitation and resulting Contract Documents is as follows:

Matthew McCoy, Procurement Analyst I

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KEY DATES

Issued:	March 18, 2025
Pre-Bid Conference:	March 25, 2025 @ 10:00 a.m.
Site Visit:	March 27, 2025 @ 9:00 a.m.
Questions Due By:	April 1, 2025 @ 2:00 p.m.
Bid Opening:	May 1, 2025 @ 2:00 p.m.
Original Documents Submitted By:	May 2, 2025 @ 4:00 p.m.
Proposed Board Approval:	June 10, 2025 @ 1:00 p.m.

PROJECT NO. OC-0109-01

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SECTION 1.0 – NOTICE INVITING BIDS

Notice is hereby given that the Procurement Services Department, General Services Building, First Floor, of the San Diego Unified Port District will receive electronic bids at 1400 Tidelands Avenue, National City, California, until **2:00 P.M.** on the **1ST** day of **May** **2025** for:

Specification No. 2024-20 - Drawing No. HI-2024-01

Scope of Work:

1. In accordance with Contract Documents, the Contractor shall furnish all labor, materials, equipment, supplies, transportation, and disposal as necessary to complete the construction of CST Staging Lot Improvements at 1550 W Palm St, San Diego, California.
2. The work shall include, but not limited to the following as shown on the Plans Drawing No. HI-2024-01 and as described in these Specifications No. 2024-20 of the San Diego Unified Port District.
 - a. This Base Bid schedule includes restriping and other improvements to an existing staging lot to accommodate cruise terminal truck staging and screening. In addition to restriping, the scope of work includes selective demolition, concrete pavement, asphalt pavement, a Type A ADA concrete ramp, new gate installation and procurement of two (2) security booths.
 - b. Additive Bid Schedule B includes the purchase and installation of a 4' x 6' security booth.
 - c. Additive Bid Schedule C includes the purchase and installation of a 6' x 8' security booth.
3. It is intended that the Work be completed in every respect under the Contract Document, and such items or details not mentioned above or not included in the Bid Schedule that are required by the Contract Documents shall be furnished, performed, placed, constructed, or installed by the Contractor

The total contract duration is **60 calendar days**. The Engineer's Construction estimate for this work is **\$240,000.00**.

The bidder must possess a valid California State Contractors License, **Classification A**, General Engineering Contractor OR **C-32**, Parking and Highway Improvement Contractor at the time the contract is submitted.

In accordance with the provisions of the California State Labor Code, the Port has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. All labor employed on this project shall be paid no less than such minimum rates of wages. These wage rates are available for inspection at the office of the Procurement Services Department of the Port of San Diego.

It is the policy of the Port of San Diego that certified Small Business Enterprises (SBEs) shall have the maximum opportunity to participate in the performance of District

Contracts. The SBE participation goal for this proposal/bid/quote is **5% (Five percent)**. Certified SBEs with qualifying experience are encouraged to respond to the request for proposals/bids/quotes, etc.

A Notification Regarding Environmental Conditions has been included as Exhibit A in the project specifications. This notification will serve as the District's disclosure regarding potential hazardous materials that may be encountered during grading, excavation, trenching, and/or other ground penetration.

Bidders must register as a vendor at the following website, <https://pbsystem.planetbids.com/portal/13982/portal-home>, in order to download specification, Bid Proposal Package, plans, and prospective bidders list, and to receive addenda and notifications when issued.

Plans and specifications are available for download on the Port of San Diego website, <https://pbsystem.planetbids.com/portal/13982/bo/bo-search>. For assistance in downloading these documents feel free to contact the Procurement Services Department at 619-686-6392.

A pre-bid conference will be conducted at **10:00 a.m.** on **March 25, 2025 VIRTUALLY ONLY**. This meeting can be accessed by dialing **(619) 535-7686**, and using **Conference ID: 63830897 #** or by using the following link: <https://teams.microsoft.com/meet/29272547461?p=xhkBlArPhpeAzrb2bV>. The Port's representative will be present at the pre-bid conference. At the end of the conference, interested parties may visit the job site or, if indicated in the Supplementary Requirements, make an appointment to visit the site. Submission of a Bid Proposal Package shall be evidence that the bidder has visited the jobsite and is satisfied with the conditions to be encountered if awarded the contract.

Site Visit. The District will conduct a optional site visit on **March 27, 2025 at 9:00 a.m.** The Site visit is anticipated to take up to **one (1) hour**. The meeting location for the site visit is **1550 West Palm St, San Diego, California**. If you plan on attending, and for security protocol purposes, we ask that you bring a valid government issued identification. We ask that your company for **no more than (2)** representatives. The Site Visit is not mandatory; however, all prospective Bidders are encouraged to attend.

Questions or comments regarding this specification must be submitted electronically to our eBid system where the specification was downloaded and must be received by the Port no later than **April 1, 2025, at 2:00 p.m.** Questions received after the date stated here will not be accepted. Emails and faxes will not be accepted. Responses from the Port will be communicated via the electronic eBid system to all recipients of this specification.

Bidder shall submit their original Bid Proposal Package to the Procurement Services Department, 1400 Tidelands Avenue, National City, California 91950 within the date

stated on the Contract Documents page after electronic bidding (See Section 4.0, Instruction to Bidders).

Bids will be opened in public at or about that hour at 1400 Tidelands Avenue, National City, California, all as more particularly contained in **Document No. 78223** on file in the Office of the District Clerk of the Port. No Bidder may withdraw a bid after the date set for bid opening.

Award of the contract, if made, will be within 120 calendar days after bid opening date. A bid guarantee in accordance with Subsection 5.6.2 of the General Condition is required with submission of a bid. No Bidder may withdraw a bid after the date set for bid opening.

Bidder shall file the bonds as required by the Contract and Civil Code section 9554. The provisions of Public Contract Code section 22300 apply to this Contract.

Bidders are hereby notified that the successful Bidder will be required to provide insurance in accordance with Subsection 5.6.1, "Contractor's Insurance," of the Section 5.0, General Condition.

In the public interest, the District reserves the right to reject any or all bids, or to waive any informality in a bid.

DATE: March 4, 2025

Spec. No. 2024-20

Advertised: March 18, 2025

SECTION 2

OF THESE SPECIFICATIONS

CAN BE FOUND IN THE

BID PROPOSAL PACKAGE

SECTION 3.0 – CONTRACT FORMS

1. **Contract**
2. **Faithful Performance Bond and Labor and Materialmen's Bond***

***The Principal and Surety signatures on the Faithful Performance Bond and Labor and Materialmen's Bond MUST be notarized. An "All Purpose Acknowledgement Form for both signature must accompany the contract.**

Return ALL Contract Forms To:

**Procurement Services Department
1400 Tidelands Avenue
National City, CA 91950
619-686-6392**

PLEASE NOTE:

It is not necessary to complete these forms to bid on this project. But in the event Bidders is awarded the Contract he/she shall be required to execute all Contract Forms.

CONTRACT

At San Diego, California, this _____ day of _____, 20____, the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation in the County of San Diego, State of California ("District") and _____ ("Contractor") hereby agree:

1. This Contract includes the attached Notice Inviting Bids, Bid Proposal Package, Bid Schedule (Base Bid and Additive Bid Schedule ____ plus ____ only), Bonds, Instructions to Bidders, General Conditions, Technical Specifications, Drawings and Addenda, if any, and the Plans, Specifications, Technical Specifications and drawings filed with the District Clerk as Document No. _____, and such other incorporated writings, all of which are by this reference incorporated herein and made a part hereof.

2. Contractor shall perform and be bound by all of the terms and conditions of this Contract, shall perform the work in strict conformity with the Contract and shall perform and complete the work in a good and workmanlike manner.

3. In the absence of damages incurred by the District, the District's legal inability to pay based on legally asserted claims of third parties, and/or the District's exercise of its rights of offset, District shall pay to Contractor the prices set forth in the attached Bid Schedule at the times and in the manner and with such additions or deductions as are provided for in this Contract and Contractor shall accept such payment in full satisfaction of all claims incident to such performance.

4. No Board Member, officer or employee of the District shall be liable for any portion of the Contract price or for any of the work performed by Contractor under this Contract and it is further understood and agreed that the District's liability is limited and confined as imposed by law.

5. This Contract is executed and entered into in the County of San Diego, State of California, and the obligations under this Contract are incurred and shall be performed and executed in said County.

6. Contractor shall commence work as required by the Contract, shall prosecute the work diligently, and shall complete it within the time limit fixed in the specifications. Time is of the essence of this Contract.

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
 Director's Name
 Director's Title

CONTRACTOR'S NAME
 Contractor

License No.: _____

Approved as to form and legality:
 DEPUTY GENERAL COUNSEL

By: _____
 Signature

Its _____
 (Type or print Signatory's
 name and title)

 By: Assistant/Deputy

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California 95826.

This document may be signed by the District electronically, including but not limited to via DocuSign. Manually and/or electronically signed counterparts shall together be deemed one complete document.

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

as Principal, and _____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____, and presently possessed of authority under Title 31 of the United States Code to do business under Sections 9304 to 9308 thereof and authorized to transact business as a surety in California, as Surety, are held and firmly bound unto the San Diego Unified Port District, a public corporation in the County of San Diego, State of California, in the sum of _____ Dollars

(\$ _____), for the faithful performance of a certain Contract hereinafter referred to, and in the like sum of _____ Dollars

(\$ _____), for the benefit of laborers and materialmen hereinafter designated, to be paid to the San Diego Unified Port District, for the payment of which well and truly to be made, the said Principal and the said Surety, hereby bind themselves and all singularly, their heirs, administrators, executors, successors and assigns, jointly and severally.

Any payment made hereunder shall be made in the County of San Diego, State of California.

Said Principal has entered into the annexed Contract with the San Diego Unified Port District to perform and complete said Contract in strict conformity therewith in a good and workmanlike manner.

The conditions of the above and foregoing obligations are such that:

If the said Principal shall faithfully perform the said Contract, then the above obligation with respect to the faithful performance of said Contract shall be void, otherwise to remain in full force and effect; and

If said Principal or his subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials or other supplies used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and materialmen and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and materialmen, shall inure to the benefit of any and all persons, companies and corporations

entitled to file claims on a public works contract under Division Third, Part 4, Title 15, of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. Said Surety agrees to be fully bound by and participate in any dispute resolution requirements of this Contract. Surety will act within fifteen (15) days after receipt of a written demand pursuant to the Labor and Material Bond and/or Performance Bond by Obligee herein.

DATED: _____, 20____.

Principal

By: _____

Surety

By: _____

Attorney in Fact

Mailing Address

City State Zip

APPROVED AS TO FORM AND LEGALITY

Deputy General Counsel

(NOTE: BOTH SIGNATURES (PRINCIPAL AND ATTORNEY IN FACT) ON THIS PAGE MUST BE NOTARIZED WITH AN ALL PURPOSE ACKNOWLEDGEMENT FORM)

This document may be signed by the District electronically, including but not limited to via DocuSign. Manually and/or electronically signed counterparts shall together be deemed one complete document.

SECTION 4.0 – INSTRUCTION TO BIDDERS

ARTICLE 4.1 – PRE-BID OPENING INSTRUCTIONS

4.1.1 ELECTRONIC PLANS AND SPECIFICATIONS. Plans and specifications may be obtained by visiting the District's website at <https://pbsystem.planetbids.com/portal/13982/bo-bo-search>. Prime Bidders are advised that proposed subcontractors should obtain their own sets of plans and specifications from the District website, so that they will be placed on the District's email list for addenda. The District will not be responsible for sending addenda to any person not listed on prospective bidder list.

4.1.2 EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

4.1.2.1 The Bidder is required to examine carefully the site of the work, the proposal, all plans and specifications. The Bidder shall fully satisfy itself as to the character, quality and quantities of work to be performed, materials to be furnished and as to the requirements of the Contract, including the General and Supplementary Requirements and Technical Specifications. The Bidder shall familiarize itself with all local laws, ordinances, rules and requests that may affect the work or the performance of the work.

4.1.2.2 Any information shown on the plans as to the soil or material borings or tests or existing materials is solely for the purpose of design. The information is not guaranteed, and no claims for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated. The Contract documents show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the District and/or its agents to exist; but it is not intended or to be inferred that the conditions shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract documents or as agreed, the District and its agents shall not be liable for any loss sustained by the Contractor or its agents or subcontractors as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

4.1.2.3 Where the District or its agents have made investigations of subsurface conditions in

areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, bidders, or Contractors may inspect the records at the Engineer's office as to such investigations subject to and upon the conditions set forth below.

4.1.2.3.1 The records of such investigations are not a part of the Contract and are shown solely for the convenience of the bidder or contractor. It is expressly understood and agreed that (a) the District and its agents assume no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations or records or the accuracy of the interpretations set forth therein or made by the District or its agents in their use; (b) represents only the opinion of the District or its agents as to the character of the materials encountered by them in the test borings; and (c) there is no warranty or guarantee, either express or implied, that (1) the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part, or (2) that unlooked-for developments may not occur, or (3) that materials other than, or in proportions, densities, or other characteristics different from, those indicated may not be encountered.

4.1.2.3.2 The availability or use of information described in this provision is not to be construed in any way as a waiver of the bidder's responsibility to examine the site and the Contract documents and a bidder is cautioned to make such independent investigations and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work.

4.1.2.3.3 No information derived from such inspection of records of investigations or compilation thereof made by the District or its agents will in any way relieve the bidder from any risk or from properly fulfilling the terms of the Contract nor entitle the Contractor to any additional compensation.

4.1.2.4 The Bidder represents it has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the job site, that it has performed such additional surveys and investigations as it

deems necessary to complete the work at the bid price and that it has correlated the results of all such data with the requirements of the Contract documents. The submission of the Bid Proposal Package shall be prima facie evidence that the Bidder has made such an examination and is satisfied as to the conditions encountered, including locality, uncertainty of weather and all other contingencies and as to the character, quality, quantity and scope of the work. No allowance shall subsequently be made on behalf of the Contractor on account of an error on its part, its negligence, or its failure to acquaint itself with the conditions of the work site.

4.1.3 INTERPRETATION OF DRAWINGS AND DOCUMENTS

4.1.3.1 If any Bidder, prior to submitting bids, should find discrepancies in, or omission from the drawings, specifications or other proposed Contract documents, or if it should be in doubt as to the true meaning of any part of the proposed Contract documents, it SHALL at once make a written request to the Engineer for correction, clarification or interpretation of the point or points in question. The person submitting such request shall be responsible for its prompt delivery. A Contractor waives its right, if any, for additional compensation if it fails to seek correction, clarification or interpretation prior to submittal of a Bidder's bid.

4.1.3.2 In the event that the Engineer receives such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the Engineer discovers or is informed of errors, omission or points requiring clarification in the drawings or documents, a written addendum will be emailed to each person to whom downloads a set of Contract documents has been delivered. The District will not be responsible for any instructions, explanations or interpretations of the documents presented to Bidders in any manner other than by written addendum.

4.1.3.3 To the extent there is a lack of detail or information or conflict, the best or most for the District shall be required to be installed, and the Engineer shall be guided accordingly.

4.1.4 ADDENDA. The effect of all addenda to the Contract documents shall be considered in the bid, and said addenda shall be made a part of the Contract documents and shall be returned with them at time of award. Before submitting its bid, each Bidder shall inform itself as to whether

or not any addenda have been issued and failure to cover in this bid any such addenda issued, may render its bid informal and result in its rejection.

4.1.5 BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm or corporation who has submitted subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other Bidders or from submitting a bid in its own behalf.

4.1.6 ELECTRONIC BIDDING

4.1.6.1 All Bidders are required to submit their bids electronically. The electronic bid system will close exactly at the date and time set forth in the Notice Inviting Bids or as changed by addenda. An electronic copy of the Bid Proposal Package and bid security (See 4.1.7.1.7) must accompany the electronic bid for the bid to be valid. Bidder shall be required to submit their Bid Schedule and Subcontractors List electronically.

4.1.6.2 Bidders are responsible for submitting and having their bids accepted before the closing time set forth in the Notice Inviting Bids or as changed by addenda. NOTE: Pushing the submit button on the electronic bid system may not be instantaneous; it may take time for the Bidder's documents to upload and transmit before the bid is accepted. It is the Bidder's sole responsibility to ensure their documents are uploaded, transmitted, and arrive in time electronically. The District will have no responsibility for bids that do not arrive in a timely manner, no matter what the reason.

4.1.6.3 The top three bidders will be required to submit their original Bid Proposal Package within the time stated on the Contract Documents cover page. Failure to do so may result in forfeiture of the Bidder's bid security and/or rejection of bid. The District reserves the right to request any other original Bid Proposal Packages.

4.1.6.4 In the case of a discrepancy between the electronic bid and the original Bid Proposal Package, the electronic bid will be the accepted bid.

4.1.7 PROPOSALS

4.1.7.1 Bids to receive consideration shall be made in accordance with the following instructions:

4.1.7.1.1 Bidder will download: (a) a bound Bid Proposal Package, (b) the bound specifications, and (c) plans. The Bid Proposal Package submitted by the Bidder may sometimes be referred to herein as the “bid(s)” and/or the “proposal(s).”

4.1.7.1.2 Bids shall be made electronically and only upon the forms included in the Bid Proposal Package, which form a part of the Contract documents. Bid Proposal Package forms cannot be altered or modified. All bid items in the Bid Proposal Package shall be properly and completely filled in electronically with a unit price or lump sum and totals. The signature of all persons signing shall be in longhand. Any document which is detached from the bound Bid Proposal Package documents or altered or modified or not properly completed, may render the bid non-responsive and may result in rejection of the bid. In addition to the documents contained in the Bid Proposal Package, no Contract documents shall be altered or modified.

4.1.7.1.3 All notations in the bid must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in with ink adjacent thereto, and must be initialed in ink by the person or persons signing the bid.

4.1.7.1.4 Bids shall not contain any recapitulation of the work to be done. Alternate or alternative proposals will not be considered unless called for. No oral, telegraphic or telephone proposals or modifications will be considered.

4.1.7.1.5 The District reserves the right to consider the financial responsibility and general competency of each bidder, as well as its reputation within the industry, to determine if the apparent low bidder has the apparent ability to meet and complete successfully the requirements of the Contract. Upon request, the apparent low bidder shall provide a financial statement, audited if necessary, in addition to any other requested information.

4.1.7.1.6 Each Bidder shall list its proposed subcontractors which are required to be listed by Public Contract Code section 4100, et seq. by name, Contractor's state license number, location and portion of work on the Subcontractor

tab in the electronic system. (See also Subsection 5.4.1)

4.1.7.1.7 Each Bidder must accompany its bid by a cashier's check of the Bidder drawn upon some responsible bank, or a check of the Bidder drawn upon such bank properly certified, or an approved corporate surety bid bond payable to the San Diego Unified Port District, for a sum not less than ten (10) percent of the aggregate sum of the bid, which said check or bid bond and the moneys represented thereby shall be held by the District as security that the Bidder, if awarded the Contract, will in good faith enter into such Contract and furnish the required labor and materialmen's bond and a faithful performance bond. Said corporate surety bid bond shall be from an admitted surety, as defined in Code of Civil Procedure Section 995.210, authorized to do business as such in the State of California, possess an AM Best Rating of VII or better, and be listed on the Federal Registry Circular 570. The Bidder, upon its failure or refusal to execute said Contract and give said labor and materialmen's bond and a faithful performance bond required within fourteen (14) days as required by these documents, shall forfeit to the District as liquidated damages for such failure or refusal, such security deposited with its bid. Bidder will be required to submit a copy of their bid bond or acknowledge a cashier's check or certified check when submitting their electronic bid. The original cashier's check, certified check or approved bid bond must accompany the original Bid Proposal Package. An electronic bid or bid received and not accompanied by such cashier's check, certified check or approved bid bond, may be rejected.

4.1.7.1.8 A copy of the Bid Proposal Package shall be attached to the electronic bid on or before the day and hour set for the opening of bids. The original Bid Proposal Package shall be delivered to the District office as specified in the “Notice Inviting Bids,” and on the date and time indicated on the Contract Documents cover page. Failure to provide the original Bid Proposal Package may result in forfeiture of the Bidder's bid security and/or rejection of bid.

4.1.7.1.9 A Bidder may withdraw its bid personally or by a written request by an authorized representative prior to the Bid Opening. A Bidder may not withdraw its bid for 120 calendar days after the Bid Opening. A Bidder considering withdrawing their bid should be familiar with the provisions of the Public Contract Code Sections 5100 to 5107 regarding

relief of bidders. Bid bonds shall be returned within 60 days after award of this Contract.

ARTICLE 4.2 – BID OPENING

4.2.1 OPENING OF BIDS

4.2.1.1 Bids will be opened electronically at the time and place set in the "Notice Inviting Bids" in the General Services & Procurement Building, National City, California. Bidders or their representatives, and other interested persons, are invited to be present at the opening of bids.

4.2.2 AWARD OR REJECTION OF BIDS. The Contract may be awarded to the lowest responsive and responsible Bidder under the schedule or schedules complying with these and with all other Contract documents. The District reserves the right to reject any or all bids, and to waive any informality or technicality in bids received and any requirements of these specifications as to bidding procedures.

4.2.3 BID PROTESTS

4.2.3.1 Time for filing. Any protest must be submitted in writing to the Director/Chief, Procurement Services Department, Port of San Diego, 1400 Tidelands Avenue, National City, California 91950 before 5:00 p.m. of the 10th business day following bid opening.

4.2.3.2 Form of protest:

4.2.3.2.1 The initial protest document shall contain a complete statement of the basis for the protest.

4.2.3.2.2 The protest shall refer to the specific portion of the document that forms the basis for the protest.

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

4.2.3.2.4 The party filing the protest shall 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 include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.2.3.3 The Board of Port Commissioners will issue a decision on the protest. If the Board of Port Commissioners determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future Contract awards.

4.2.3.3.1 In the situation that the Contract does not require Board action, decision on the protest shall be issued by authorized Port designee.

4.2.3.4 The procedure and time limits set forth in this section are mandatory and are the Bidder's sole remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any rights to further pursue the bid protest, including filing a Government Code claim or legal proceeding.

ARTICLE 4.3 – AWARD

4.3.1 THE CONTRACT

4.3.1.1 The Bidder to whom award is made shall execute all Contract documents (including, but not limited to, the Letter of Assent to the PLA as described and set forth in Subsection 4.5.1) with the San Diego Unified Port District and shall furnish the required Faithful Performance and Labor and Material bonds within fourteen (14) days after receipt of a form of Contract for execution, unless an extension of time is granted to the Bidder in writing. The Contract shall be made in the form adopted by the District. If the Bidder to whom the award is made fails to furnish said bonds and execute the Contract as required, the award may be annulled, and an award may be made to the next lowest responsible Bidder and such Bidder shall fulfill every Contract stipulation as if it were the party to whom the first award was made. A corporation to which an award is made shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bonds for the corporation is duly authorized to do so. After the District's receipt of the executed Contract form and the bonds, and the Contractor's original, executed Bid Proposal Package will be bound together with the remainder of the documents which form the Contract and documented with the District clerk, excluding the plans which will be documented with the District clerk but will not bound together with the remainder of the Contract documents.

4.3.1.2 The surety supplying the surety bonds must be an admitted surety insurer, as defined in

Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California, have an AM Best Rating of VII or more, and be listed on Federal Registry Circular 570.

ARTICLE 4.4 – NOTICE TO BIDDERS

4.4.1 EMPLOYMENT OF APPRENTICES

4.4.1.1 Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

4.4.1.1.1 Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprenticeable occupations shall be with the General Contractor.

4.4.1.1.2 Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.4.2 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CLAUSE. It is the policy of the District that all contractors and lessees interested in conducting business with the District shall not discriminate against any employee or applicant for employment because of age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, and shall take action to assure applicants are employed, and that employees are treated during employment, without regard to age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status.

4.4.3 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.4.3.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4.4.3.2 No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

4.4.3.4 The Bidder and its Subcontractors, upon failure to comply with Section 4.4.3 above may be deemed non-responsive and bid may be rejected.

4.4.4 CALIFORNIA AIR RESOURCES BOARD (CARB) REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS

4.4.4.1 The California Air Resources Board approved amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) on November 17, 2022, aimed at further reducing emissions from the off-road sector including the addition of new contracting requirements.

4.4.4.2 Bidders are directed to the provisions of California Code of Regulations Title 13, §2449. Beginning January 1, 2024, prime contractors and public works awarding bodies are subject to the requirements in Section 2449(i)(1) – (4).

4.4.4.3 In accordance with Section 2449, for a project involving the use of vehicles subject to this regulation, Bidders must submit valid Certificate(s) of Reported Compliance at time of bid opening and include as part of the Bid Proposal Package.

4.4.4.4 The Bidder and its Subcontractors, upon failure to comply with section 4.4.4.3 above may be deemed non-responsive and bid may be rejected.

ARTICLE 4.5 – PROJECT LABOR AGREEMENT (PLA) REQUIREMENTS

4.5.1 REQUIREMENT OF PROJECT LABOR AGREEMENT.

Each Bidder agrees that should it be awarded the Contract, the Bidder will be bound to the terms of the San Diego Unified Port District Project Labor Agreement attached hereto as Appendix F in Section 7.0 “Appendices & Exhibits” (the “PLA”). The PLA shall be included in the Contract documents. Prior to the start of the Work, the winning Bidder will execute the Letter of Assent in the form of Attachment A to the PLA (the “Letter of Assent”), pursuant to which the winning Bidder will expressly agree to be bound by the terms of the PLA. In addition, the winning Bidder shall cause all of its subcontractors of whatever tier to be bound to the terms of the PLA by requiring each subcontractor to execute the Letter of Assent prior their commencement of any Work.

*****END OF SECTION*****

SECTION 5.0 – GENERAL CONDITIONS

ARTICLE 5.1 – GENERAL PROVISIONS

5.1.1 THE CONTRACT

5.1.1.1 The Contract documents as defined form the Contract between the District and the Contractor. The Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only as set forth in the Contract documents. The Contract documents shall not be construed to create a contractual relationship of any kind between the District and any other contractor or subcontractor or supplier of any tier other than the District and Contractor.

5.1.1.2 The Contractor's signing of the Contract signifies its acceptance of the time of completion as being sufficient for completion of the Work, as well as acceptance of all of the other terms and conditions of the Contract documents.

5.1.1.3 Contractor acknowledges that it has read every clause in the Agreement, these conditions and the specifications; has examined the location where the Work is to be done; and has made all inquiries and investigations necessary to enable it to understand thoroughly the intent of all parts of the Contract documents, and the nature of the Work; and agrees that it will not make any claim for compensation, extension of time or other allowance of any sort, based upon or arising out of any alleged misunderstanding by it of any part of the Contract documents.

5.1.2 DEFINITION OF TERMS

5.1.2.1 Whenever in these Contract documents the following terms are used, their intent and meaning are as follows:

5.1.2.1.1 The word "allowance" means the allocation of funds for items in the bid schedule for the purpose of identification and budgeting of work where quantities and/or cost are unknown at the time of bidding. If the allowance is either greater or less than the allowance, the contract price shall be increased or decreased accordingly upon proof of the amount expended by the Contractor. Allowances shall include all of the costs of materials, fixtures, or equipment and all costs of delivery, handling, and installations.

Contractor shall make no claim for additional compensation because of any increase, decrease or elimination of any allowance item.

5.1.2.1.2 The term "beneficial occupancy" shall mean the point in progress of the Work when the Project is Substantially Complete and the District, after notice, takes control of the entire Work as provided for herein.

5.1.2.1.3 The word "Board" means the Board of Port Commissioners specified in the San Diego Unified Port District Act.

5.1.2.1.4 The term "Change Order Request" is a written request for either a cost or time adjustment.

5.1.2.1.5 The term "completion" shall mean the formal written acceptance of the Work by the District and the recordation of a Notice of Completion with the county recorder or, in the event formal acceptance does not occur, the recordation of a Notice of Cessation with the county recorder.

5.1.2.1.6 The words "Contract" and "Contract document" mean everything contained in this bound volume and any and all other written instruments and drawings of every kind and nature which are attached to or made a part hereof by reference or by operation of law; such as, but not limited to, Notice Inviting Bids, Instructions to Bidders, Proposal, submitted Bid Proposal Package, Bonds, Addenda (including, but not limited to, the PLA and the Letter of Assent), Specifications (General), General Conditions, Supplementary Requirements, Technical Specifications, Drawings, the Agreement which is prepared for execution by the District and the Contractor, any and all supplemental written agreements, orders or addenda amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. The Contract documents shall not include any other documents or agreements not listed in this section. However, the Contractor may be subject to standards and/or requirements set forth in other documents or agreements to which the Contractor is not a party. When such standards and/or requirements are referenced in the Contract documents and specifically made applicable to the Contractor,

the same are hereby incorporated by reference as though fully set forth herein.

5.1.2.1.7 The term “Contract Change Order” shall mean a written document prepared by the District (See Form 9, Appendix A) and signed by the District and/or the Contractor stating the agreement on one or all of the following: a significant change in the Work; an adjustment in the Contract sum, if any; and an adjustment in the Contract time, if any. All changes in the Work involving price and or time must be authorized by a Contract Change Order.

5.1.2.1.8 The term “Contract Completion Date” shall mean the date for completion of the Work as determined by the Contract time and the Notice to Proceed Date.

5.1.2.1.9 The word “Contractor” means the person, firm or corporation with whom the Contract is made by the District.

5.1.2.1.10 The term “Contract Time” shall mean the Contract duration for the performance of the Work as specified by the Contract terms or as modified by a Contract Change Order.

5.1.2.1.11 The word “District”, “Port” and “Port District” mean the San Diego Unified Port District, a public corporation of the State of California.

5.1.2.1.12 The word “Engineer” means the designated employee of the San Diego Unified Port District, who shall be in charge of the work and who may be represented on the Work by engineers, assistants and inspectors who are authorized to act for him within the scope of the particular entrusted duties.

5.1.2.1.13 The term “Executive Director” means the Executive Director of the San Diego Unified Port District, the chief administrative officer of the District.

5.1.2.1.14 The term “Letter of Assent” means that certain Letter of Assent in the form of Attachment A to the PLA pursuant to which Contractor and all subcontractors shall be bound to the terms of the PLA in connection with the Work. Prior to commencing the Work, Contractor shall be required to execute the Letter of Assent, and additionally, Contractor shall cause all subcontractors of whatever tier to be bound to the terms of the PLA by requiring each subcontractor to execute the Letter of Assent prior their

commencement of any Work.

5.1.2.1.15 The word “Modification” shall mean any written Contract Change Order or supplemental written agreements or any other written and District approved modification to the Contract documents.

Section 5.1.2.1.16 The term “PLA” shall mean that certain San Diego Unified Port District Project Labor Agreement attached hereto as Appendix F in Section 7.0 “Appendices & Exhibits” and as approved on October 10, 2023 by the Board of Port Commissioners pursuant to Resolution No. 2023-092. The PLA shall apply to the performance of the Work under the Contract documents.

5.1.2.1.17 The word “Plans” shall mean the drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions or details of the Work and incorporate into the Contract.

5.1.2.1.18 The terms “Request for Information” or “RFI” are written requests on the form provided by the District (see Form 2, “Request for Information,” Appendix A) from the Contractor to the District requesting information or clarification of the plans, specifications, drawings or Work which requires a written response from the District.

5.1.2.1.19 The term “Request for Proposal” is a written request from the District to the Contractor describing a proposed change in the Work desired by the District and which requires a written response from the Contractor. The Contractor shall respond in the form of a Change Order Request.

5.1.2.1.20 The term “Substantially Complete” shall mean when the Work is completed to a sufficient degree and quality, and in strict accordance with the Contract, so as to allow the total and complete use of the Work for all intended purposes. If the District is not able to use the Work for one or more of its intended purposes, no matter how small the purpose may be, the Work is not Substantially Complete.

5.1.2.1.21 The words “Work” or “Project” mean everything required to be furnished or performed under the Contract documents as defined.

5.1.2.1.22 The term "Work Site" shall mean the physical location of the Work as particularly identified in the Technical Specifications.

5.1.2.1.23 The term "written direction" is a written direction from the Engineer or its authorized representative which may be in response to a Request for Information, bulletin (See Form 4, "Bulletin," Appendix A) or any other written form from the District to the Contractor.

5.1.3 INCORPORATION. Whenever a reference is made to any portion of this Contract or any other applicable law or ordinance, the reference applies to all existing and future amendments and additions.

5.1.4 DIVISIONS OF PLANS AND SPECIFICATIONS

5.1.4.1 All sections of the specification shall be read and interpreted as constituting a whole and not as an aggregation of individualized parts, and whatever is specified in one section shall be construed as applying to all sections.

5.1.4.2 The division of the specifications into a number of sections, articles or specifications is for convenience only, and no other construction or interpretations shall be made. In this respect, no section of the specifications is written for an individualized trade, occupation or profession.

5.1.4.3 The specifications may consist, in part, of abbreviated or "streamlined" type and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "in conformity therewith," "shall be," "as noted on the drawings," "according to the plans," "a," "an," "the," and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "Note" occurs on drawings. Words "shall be," or "shall" will be supplied by inference where colon (:) is used within sentences or phrases.

5.1.5 EFFECT OF PLANS AND SPECIFICATIONS

5.1.5.1 The plans, together with the attached specifications, will govern the Work to be done. Anything mentioned in these specifications and not shown on the plans and detailed drawings, or shown on the plans and detail drawings and not mentioned in these specifications, shall be of like

effect as though shown or mentioned in both. The Contractor shall perform all activities at no extra cost to the District that are reasonably inferable from the Contract documents as being necessary to produce and/or achieve the intended results.

5.1.5.2 The Engineer may furnish from time to time such detail drawings, plans, profiles and information as may be considered necessary for the Contractor's guidance or clarification, unless otherwise provided in the proposal, agreement or detail specifications. In cases where the Contract Work or any portion thereof is to be performed in accordance with drawings, specifications or lists of data submitted by the Contractor and approved by the Engineer, such approved drawings, submittals, etc., shall become portions of the plans and specifications regarding the specific matters to which such approval applies. The Contractor shall be solely responsible for the correctness of the measurements and other essential information submitted by it and for the correlation of the various portions and features of the Work which are or may be affected by such measurements and information.

5.1.5.3 Any change required by the Engineer in the drawings, submittals, etc., submitted for approval by the Contractor, shall be considered as necessary in order to comply with the requirements of the plans and specifications, and shall not be the basis of any claim for extra compensation over and above the bid price for the Work, except where changes involving extra work are expressly authorized and ordered in accordance with the section of these specifications relating to changes and extra work.

5.1.5.4 A copy of the plans and specifications shall be kept upon the Work Site at all times during its progress and access shall at all times be accorded the Engineer.

5.1.5.5 The Contractor shall, for the price bid, furnish all supervision, labor, materials, transportation and equipment necessary to execute the Work in every respect in a thorough, skillful, workmanlike manner in accordance with the Contract documents and to the satisfaction of the Engineer. All work shall, during its progress and until its completion, conform to the lines, elevations and grades shown on said plans and profiles.

5.1.6 PRECEDENCE OF DOCUMENTS. In

case of any conflict, the order of precedence of the following documents in controlling the Work shall be: (1) Permits from outside agencies required by law and applicable codes or laws, (2) Change Orders, (3) Addenda, (4) Supplementary Requirements (5) Technical Specifications, (6) Plan Details, (7) Plans, (8) General Conditions, (9) Specifically referenced Standard Specifications and Drawings, e.g., Greenbook.

5.1.7 INTERPRETATION/NOTIFICATION REQUIREMENTS

5.1.7.1 Interpretation of Plans and Specifications. Should it appear that the Work to be performed or that the Contract documents are not sufficiently detailed or explained, or should any questions or doubts arise as to the true meaning of any part of the Contract documents, or shall an error, conflict, ambiguity or mistake be apparent or discovered in the Contract documents, including the quantity estimates, the Contractor shall make a written request to the Engineer immediately upon discovery for correction, clarification or interpretation of the point(s) in question. Upon receipt of such request, the Engineer shall provide the Contractor a written interpretation correcting, clarifying or interpreting the point(s) in question, which interpretation shall be final and become a part of the Contract. Should any interpretation, in the opinion of the Contractor, exceed the scope of the Contract documents, written notice shall be given to the District within seven (7) calendar days of the receipt of the Engineer's interpretation and prior to proceeding with the Work in question unless directed otherwise by the District. The Engineer may amend its original interpretation, authorize extra work as a Contract Change Order and authorize an extension of time, if applicable, in accordance with the provisions of Article 5.7 (Change in the Work) or the Engineer may direct the Contractor to proceed with the original interpretation. The Contractor's failure to provide such notice or the installation of any such Work without authorization or written direction shall relieve the District of any claim for added costs or for extensions of time.

5.1.7.2 Interpretation of Contract documents.
Tenses – The present tense includes the past and future tenses and the future the past. Gender – The masculine gender includes the feminine and neuter. The neutral gender includes the masculine and feminine. Number – The singular number includes the plural and the plural includes

the singular.

5.1.8 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS. The Contract documents, including Contractor shop drawings and submittals, were prepared for use for the Work of this Contract only and are the sole property of the District. No part of the Contract documents shall be used by the Contractor for any other construction or for any other purpose except with the written consent of the District. Any unauthorized use of the Contract documents is at the sole risk and liability of the user.

ARTICLE 5.2 – DISTRICT

5.2.1 DISTRICT'S RIGHT TO STOP WORK. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract documents or fails to carry out Work in accordance with the Contract documents or for any cause whatsoever, the Engineer may order the Contractor to stop the Work, or any portion of the Work, until the cause for such order has been eliminated; however, the Engineer's right to exercise this provision shall not be for the benefit of the Contractor or any other person or entity. If the Engineer stops the Work because of conduct by the Contractor, its agents, representatives or subcontractors, no compensation in time or money shall be owed to the Contractor for such stoppage.

5.2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out Work in accordance with the Contract documents and fails within ten (10) days or within the time specified, whichever is less, after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may by any means acceptable to it, without prejudice to other remedies the District may have, correct such deficiencies. In such case an appropriate Contract Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost or estimated cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and/or its surety shall pay the difference to the District.

5.2.3 NO WAIVER OF RIGHTS

5.2.3.1 Observation or Inspection by the District or its authorized agents or representatives, any order or certificate for payment of money, any payment for, acceptance of the whole or any part of the Work by the District, any extension of time, any position taken by the District or its authorized agents or representatives shall not operate as a waiver of any provision of this Contract, or of any power herein reserved by the District or any right to damages. No waiver of any breach of Contract shall be held to be a waiver of any other or subsequent breach, and payment shall not be deemed to be the equivalent of acceptance.

5.2.3.2 All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every remedy provided herein, the District shall have any and all equitable and legal remedies that it would otherwise have.

5.2.4 DISTRICT'S ADMINISTRATION OF THE CONTRACT

5.2.4.1 The District will administer the Contract as described in the Contract documents, unless notice is given to the Contractor that a Construction Manager or like entity has been retained to administer the Contract.

5.2.4.2 The Work will be performed under the jurisdiction of the Engineer, who may execute general control over the conduct of the Work as may be necessary to safeguard the interest of the District. The Contractor shall promptly comply with any and all orders and instructions given by the Engineer in accordance with the terms of this Contract. The Contractor assumes all risks and consequences of performing the Contract in accordance with any order, including but not limited to, instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

5.2.5 AUTHORITY OF ENGINEER

5.2.5.1 The Engineer will decide all questions which may arise as to acceptability of:

5.2.5.1.1 Materials furnished.

5.2.5.1.2 Quality of workmanship.

5.2.5.1.3 Manner of work performed.

5.2.5.1.4 Rate of work progress.

5.2.5.1.5 Equipment used in work performance.

5.2.5.1.6 Labor furnished, including acceptability of subcontractors.

5.2.5.1.7 Arrangements for public access.

5.2.5.1.8 Traffic control devices furnished.

5.2.5.1.9 Pay estimates.

5.2.5.1.10 Work hours.

5.2.5.2 The Engineer will decide questions arising under the Contract, including but not limited to:

5.2.5.2.1 Interpretation of Contract documents, including plans and specifications.

5.2.5.2.2 Interpretation of applicable codes.

5.2.5.2.3 Quantity of work performed.

5.2.5.2.4 Acceptable fulfillment of the Contract on the part of the Contractor.

5.2.5.3 Except as otherwise provided herein or by law, the decision of the Engineer will be final. The Engineer has authority to enforce and make effective such decisions that the Contractor fails to promptly carry out.

5.2.6 DISTRICT'S OBSERVATION OF WORK

5.2.6.1 Inspectors employed by or on behalf of the District shall be authorized to observe all work done and all materials furnished. Such observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications or Contract documents. The inspector is authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the specifications and Contract. He shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Engineer.

5.2.6.2 The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of

the Work by the latter. Any advice that the inspector may give the Contractor shall not be construed as binding to the Engineer in any way or as releasing the Contractor from fulfilling all the terms of the Contract.

5.2.6.3 If the Contractor refuses to suspend operations on verbal order, the inspector shall issue a written Notice to Stop Work giving the reason for shutting down the Work. (See Form 8, "Notice to Stop Work," Appendix A) After placing the order in the hands of the Contractor or its agent, the inspector shall immediately leave the job. Work done during the absence of the inspector will not be accepted nor paid for, and any associated expense shall be the sole responsibility of the Contractor.

5.2.6.4 Observation of a method of procedure, process or system of operations of the Contractor, or failure of the Engineer to warn the Contractor that the method or methods of construction adopted by it are hazardous to persons or to property, shall not relieve the Contractor of its obligations hereunder, including the obligations of indemnification of the District, nor give rise to any claims against the District.

5.2.6.5 If the project is wholly or partially federally funded, the Work Site may be inspected at any time by a representative of the funding federal agency.

5.2.7 DEFECTIVE WORK – NOTICE TO CONTRACTOR

5.2.7.1 If, in the opinion of the Engineer, Work is not being done in accordance with any applicable codes or laws or the plans and specifications, written notice as provided in Subsection 5.2.2 shall be given to the Contractor or its authorized agent. (See Form 6, "Nonconformance Report," Appendix A) Written notice to any foreman or agent in charge of any portion of the Work in the absence of the Contractor shall be considered as notice to the Contractor.

5.2.7.2 Work which is defective in its construction or deficient in any of the requirements of these specifications, will not be considered as accepted in consequence of the failure of any employee of the District or inspector connected with the Work to point out said defects or deficiency during construction. The Contractor shall at its sole expense correct any imperfect work whenever discovered. If Contractor refuses

or neglects to replace defective work, such work may be replaced by the District in accordance with 5.2.2, after notice to the Contractor and its sureties, at the expense of the Contractor, and the Contractor and its sureties shall be liable therefor. If directed by the District, the Contractor shall at its sole cost uncover and/or expose work for its inspection by the District.

5.2.8 ACCEPTANCE OF NONCONFORMING WORK. If in the judgment of the District, it is undesirable or impracticable to replace any defective or nonconforming Work, the compensation to be paid to the Contractor shall be reduced by Contract Change Order by such amount as in the judgment of the District shall deem equitable.

5.2.9 RECEIPT OF THIRD PARTY CLAIMS. Upon receipt of any third party claim related to this contract, the District shall notify the contractor of the receipt of any third party claim relating to the contract. The District shall be entitled to recover its reasonable costs providing such notification.

ARTICLE 5.3 – CONTRACTOR

5.3.1 REVIEW OF CONTRACT AND FIELD CONDITIONS

5.3.1.1 The Contract documents are not complete in every detail but show the purpose and intent only and the Contractor shall comply with the Contract documents true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity which appears in the Contract documents, instructions or Work performed by others.

5.3.1.2 The Contract documents are complementary and what is called for by any one shall be binding as if called for by all. This provision does not negate the precedence of documents outlined in Subsection 5.1.6.

5.3.1.3 Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices will be allowed on account of differences between actual measurements, dimensions, elevations and quantities and those indicated on

the drawings and in the specifications; any difference therein shall be submitted to the Engineer in accordance with Subparagraph 5.1.7.1 for consideration before proceeding with the Work. The quantities noted in the schedules of the proposal are estimates for comparing bids only.

5.3.1.4 The Contractor shall notify the District in writing immediately or no later than five (5) calendar days upon the discovery of errors, omissions, discrepancies or ambiguities in the Contract documents as provided in Article 5.1, at Subsection 5.1.7.

5.3.1.5 If the Contractor proceeds with the work without receiving an interpretation as provided in Article 5.1, at Subsection 5.1.7, the District shall be relieved of any liability and Contractor shall be responsible for all resulting damage and defects.

5.3.1.6 As required to maintain the progress of the Work, the Contractor shall review the appropriate portions of the Contract documents a minimum of thirty (30) days prior to the commencement of the related Work for the express purposes of checking for any manifest errors, omissions, discrepancies or ambiguities and shall notify the District of any as required by Subparagraph 5.3.1.4, above. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract documents.

5.3.1.7 The Contractor shall be responsible for its costs to implement and administer a Request for Information (RFI) system throughout the Contract Time. Regardless of the number of RFIs (or written directions) issued, the Contractor will not be entitled to additional compensation or additional Contract time unless the cause and impacts of each RFI are identified and attributable to parties other than the Contractor. The Contractor shall be responsible for the District's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract documents; such costs may be deducted from progress payments. If the RFIs alter the design of the Work without altering its intent, the Contractor shall be responsible for the District's administrative costs including engineering costs for such alteration, revision or substitution.

5.3.2 SUPERVISION AND CONSTRUCTION

PROCEDURES

5.3.2.1 The Contractor shall supervise and direct the Work, using its best skill and attention, and shall determine, subject to applicable law, the means and methods to be implemented. The Contractor is at all times responsible for the Work Site until acceptance of the project as defined in Article 5.9. The Contractor shall at all times during the performance of the Contract prosecute the Work with such forces and equipment as, in the opinion of the Engineer, are appropriate to complete the different portions of the Work in the order required and within the specified time, and to secure a satisfactory quality of Work. Whenever requested by the Engineer, Contractor shall submit a Daily Activity Report to the Engineer for each Work day including weekends and holidays, which shall include the information addressed as required in the pre-construction conference and on the form provided by the District. Failure to submit daily the required report shall be a material default and justify withholding Progress Payments and, following reasonable notice of not less than seventy-two (72) hours, termination for default. The delivery of Daily Activity Report to the District shall not be deemed the acceptance of the accuracy of the information contained therein. The District shall have no obligation to correct any discovered discrepancies or errors therein, but may, at its discretion, notify the Contractor of any such error or discrepancy.

5.3.2.2 Supervision:

5.3.2.2.1 General: The Contractor shall at all times, while the Work is in progress, be represented on the Work in person, or by superintendents, foremen, managers, or other duly designated and authorized representatives or agents. The work of such representatives shall be limited to supervisory duties only. The Contractor shall not designate a subcontractor as its representative. In the event the Contractor's representative's authority is limited in any way, the Contractor shall notify the District within ten (10) days after entering into the Contract of such limitation.

5.3.2.2.2 Contractor's Residence: The Contractor or its authorized representative shall reside in San Diego County from the start of the Work to final acceptance of the Work and its residence in San Diego County shall have an active telephone.

5.3.2.2.3 Contractor's Headquarters: Before starting Work, the Contractor shall give the Engineer a written statement of the address and telephone number of the Contractor's headquarters in San Diego County for the duration of the Work.

5.3.2.2.4 Contractor's Representative: When a Contractor cannot be in person on the Work site during its progress, it shall designate in writing to the Engineer the name of its authorized representative in charge of the Work. When a Contractor consists of a multiple entity such as, but not limited to, two or more persons, partnerships, corporations, firms or other entities, such Contractor shall designate in writing to the Engineer the name of the authorized representative in charge of the Work.

5.3.2.2.5 Contractor's Representative – Responsibility of: In the absence of the Contractor, its authorized representative shall be empowered in writing to act for the Contractor. Any order given by the Engineer to the Contractor's authorized representative shall be construed to have been given to the Contractor.

5.3.2.2.6 Contractor – Availability of: The Contractor or its authorized representative shall be available day and night for all the calendar days during the Contract Time. The Contractor or its authorized representative shall provide the District with a prioritized list of personnel to be contacted during emergency situations who can respond to emergencies and/or have the authority to direct other employees to respond to such emergencies. This list shall contain the names and local telephone numbers of these individuals and shall be submitted on or before commencement of construction of the Work. The listed personnel shall be subject to call by the Engineer at any time (24 hours a day) during the Contract Time, when, in the opinion of the Engineer, its presence is required on the Work Site or for any other purpose related to the Work.

5.3.2.3 The Contractor shall conduct the Work in compliance with all laws and regulations of the United States Government, the State of California, the County of San Diego, the District and the appropriate municipal jurisdiction, limiting or controlling the Work in any manner. Unless otherwise provided by the Contract, the Contractor shall at its own expense obtain all necessary permits, including but not limited to

building permits, licenses and pay all fees and taxes required by law. The District will provide at its own cost all required permits and licenses to construct works within the respective rights-of-way and properties owned by the United States Government, the State of California, the County of San Diego, cities comprising the District, the District, and railroads or other public utilities.

5.3.3 LABOR AND PREVAILING WAGES

5.3.3.1 Labor: None but skilled personnel shall be employed on Work requiring special qualifications, and when required by the Engineer, the Contractor shall take the necessary action to remove from the Work any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. Such removal shall not be the basis of any claim for compensation or damages against the District or any of its officers.

5.3.3.1.1 Eight Hour Day: Unless as otherwise excepted by law, neither Contractor nor any subcontractor doing work pursuant to the terms of this Contract shall require or permit any worker to work more than eight (8) hours per day and forty (40) hours in any one week, provided, however, work performed in excess of eight (8) hours per day shall be compensated at the rate of no less than one and one-half times the basic rate of pay.

5.3.3.1.1.1 Contractor shall, as a penalty to District, forfeit twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in one calendar day and forty (40) hours in any one calendar week unless compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week is not less than as required by law.

5.3.3.1.1.2 Contractor and each subcontractor shall keep an accurate record showing the name, labor classification and actual hours worked each calendar day and each calendar week by each worker employed by it in connection with the Work performed pursuant to this Contract, and shall make such records available for inspection at all reasonable hours by the District and the Division of Labor Standards Enforcement. Neglecting to comply with this section is a misdemeanor.

5.3.3.1.2 A Contractor or subcontractor who has been debarred pursuant to Labor Code section 1777, et seq. shall not bid, work on or be awarded any District Contracts.

5.3.3.2 Wage Rates (Prevailing Wages):

5.3.3.2.1 In accordance with the provisions of Labor Code section 1773, the District has ascertained from the Department of Industrial Relations the general prevailing rate of per diem wages (which rates include employer payments for health and welfare, vacation, pension and similar purposes) and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed under this Contract for each craft, classification or type of worker needed to perform the Contract, which rates are on file and available for inspection at District offices at 1400 Tidelands Avenue, National City, California. A copy of the wage rates shall be posted on the Work Site by the Contractor.

5.3.3.2.2 Contractor and each subcontractor shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Contract. As allowed by law, the Contractor shall, as penalty to District, forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under this Contract, including Work for any subcontractor. The amount of said forfeiture shall be determined by the Labor Commissioner in accordance with Labor Code section 1775. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor pursuant to the provisions of Labor Code section 1775. The District shall not be liable or responsible in any manner to any subcontractor or worker who is paid less than the prevailing rate.

5.3.3.2.3 The District shall not recognize or be responsible for any claim for additional compensation because of payment by the Contractor for any wage rate in excess of the wage rate set forth in the Contract. The possibility of wage increases is one of the

elements to be considered by the Contractor in determining its bid.

5.3.3.2.4 Any Contractor who is awarded a public works Contract and who intends to use a craft or classification not shown on the general prevailing wage determinations shall pay the wage rate of that craft or classification most closely related to it as shown in the general wage determinations effective on the bid date of the project.

5.3.3.2.5 The Contractor shall comply with Labor Code section 1775, (b).

5.3.3.3 Payroll records:

5.3.3.3.1 Contractor and each subcontractor shall keep an accurate, certified payroll record of the name, address, social security number, work classification, occupation, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with Work performed under this Contract. The Contractor shall submit, on a weekly basis, a certified copy of each payroll via LCPTracker to the District. In accordance with Section of the Submittal Procedures, the Contractor shall submit, on a weekly basis, a certified copy of each payroll electronically via the software LCPTracker. Electronic submission is a web-based system, accessed on the World Wide Web by a web browser. Each contractor will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system. Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. Contractor must require all lower-tier subcontractors the mandatory requirement to use LCPTracker to provide required labor compliance documentation. Lower-tier subcontractors will be given a Log-On identification and password from the Contractor. Training options will be provided to the Contractor. The use of LCPTracker by the Contractor is mandatory. Access to LCPTracker will be provided at no cost to the contractor. In order to utilize LCPTracker, the contractor needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login,

go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District. Certified copies of all such records and the U.S. Department of Justice Form I-9 (or its equivalent) shall be made available for inspection or furnished upon request to the District, the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement in accordance with the provisions of Labor Code section 1776. Certified copies of such record shall be made available to the public as provided in Section 1776. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its representative on request. Contractor shall be responsible for compliance with these provisions and with the requirements of Labor Code section 1776.

5.3.4 SUBMITTALS

5.3.4.1 The term "submittals" includes shop drawings, drawings, diagrams, layouts, schematics, description literature, illustrations, schedules, samples, product, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.

5.3.4.2 If this Contract requires submittals or if requested by the Engineer, the Contractor shall submit such submittals as required to maintain the progress of the Work or as specified by the Contract documents. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness and compliance with the Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Submittals provided to the Engineer without evidence of the Contractor's approval will be returned for re-submission. The Engineer will indicate its approval or disapproval of the submittals as specified in Subparagraph 5.3.4.4 below and if not approved as submitted shall indicate its reasons. No work shall be performed without an approved submittal for such specific work, and any Work done prior to such approval shall be at the Contractor's risk. Approval by the Engineer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, nor shall said review relieve the Contractor of any obligation thereunder, including without limitation the removal and replacement of

defective Work, materials and equipment which may be rejected by the Engineer notwithstanding such review, except with respect to variations described and approved in accordance with Subparagraph 5.3.4.3 below. Submittals are part of the Contract Work.

5.3.4.3 Submittal Variations: If the submittals show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Engineer approves any submittals with unidentified variation(s), the Contractor's failure to specifically identify each variation as set forth above, shall waive any implied or express approval obtained by the District.

5.3.4.4 The Contractor shall submit to the Engineer for approval six (6) sets (unless otherwise indicated) of all submittals as called for under the various headings of these specifications. Four (4) sets (unless otherwise indicated) of all submittals will be retained by the Engineer and two sets will be returned to the Contractor. Submittals will be reviewed by the Engineer and returned to the Contractor within 21 working days and will be: (1) returned marked "Approved," (2) returned marked "Approved With Corrections Noted," or (3) returned marked "Disapproved, Revise and Resubmit as Noted."

5.3.4.5 Submittals marked "Disapproved, Revise and Resubmit as Noted" and returned to the Contractor shall be corrected by the Contractor to indicate compliance with design requirements and resubmitted for review before proceeding with fabrication. Drawings marked "Approved with Corrections Noted" shall be corrected, and may be issued by the Contractor for fabrication without further review and the Work shall be performed pursuant to the noted corrections.

5.3.4.6 Full compensation for furnishing and revising all submittals shall be considered as included in the prices paid for the Contract items of Work to which such submittals relate and no additional compensation will be allowed.

5.3.4.7 Trade Names and Alternatives: Certain materials, products, things or services to be incorporated in the Work may be designated in the specifications by specific brand or trade name of comparable quality or utility followed by the words "or equal" so that the Contractor may furnish any equal material, product, thing or

service. The District shall, if aware of an equal product manufactured in California, name such product in the specifications. Only one such "or equal" item will be permitted per submitted item. The Contractor may submit a request for a substitution of "an equal" item; provided, however, said data need not be submitted less than thirty-five (35) days after the award of the Contract. Any such submission after said thirty-five (35) day period shall be provided in ample time so as not to delay progress of the Work. If the District rejects the substitution of an "or equal" item, the Contractor shall provide the specified material, product, thing or service without extra cost to the District.

5.3.5 MATERIALS AND SAMPLES

5.3.5.1 All materials shall be new and of the specified quality and fully equal to samples, where samples are required or requested. The Contractor shall furnish to the Engineer for review or test, whenever requested and free of charge, samples of all materials proposed to be used in the Work. It shall also submit any required detailed drawings of articles or equipment for District approval. Rejected materials must be immediately removed from the Work Site and shall not be brought again upon the Work or used in the Work.

5.3.5.2 Materials furnished by the District:

5.3.5.2.1 In cases where the District furnishes all or a portion of the equipment or materials to be used in the Work ("materials"), the Contractor shall accept delivery of such materials as may be provided. If the Contractor is required to haul such materials under this Contract to the Work Site, it shall pick them up promptly after notification by the Engineer, and shall pay at its own cost any demurrage or other charges which have accrued due to its failure to pick up the materials promptly.

5.3.5.2.2 Contractor shall be responsible for the materials including proper storage and handling from the time it receives them until final acceptance of the Work and it shall replace or repair, at its own cost in a manner satisfactory to Engineer, any of the materials which are lost or damaged after the Contractor's receipt of same.

5.3.5.2.3 Any District furnished materials which remain unused at the completion of the Work shall be delivered by the Contractor to the

District's storage yard designated by the Engineer.

5.3.5.2.4 All compensation to be received by the Contractor for handling and protecting District furnished material is included in the Contract price, and no extra compensation will be paid to the Contractor for complying with the provisions of this section.

5.3.6 GUARANTEE. In addition to, but not in limitation of, the provisions of California Code of Civil Procedure sections 337.1 and 337.15, all work shall be guaranteed by the Contractor for a period of one (1) year unless otherwise specified from the date of acceptance of the Work or part thereof (see Section 5.9.4) against defective workmanship and materials furnished by the Contractor. The Contractor shall promptly replace or repair, in a manner satisfactory to the Engineer, any such defective work after notice to do so from the Engineer, and upon the Contractor's failure to make such replacement or repairs promptly, the District may perform this Work and the Contractor and its sureties shall be liable for the cost thereof. For any Work which is replaced or repaired pursuant to this provision, a new one (1) year guarantee period shall begin after acceptance by the District of the repaired or replaced Work.

5.3.7 SCHEDULES

5.3.7.1 Schedule of Values: Within ten (10) days after the award of the Contract, Contractor shall furnish a schedule of values (cost itemization), which after being approved by the Engineer, will become the basis for computing periodic payments. Failure to timely provide a schedule of values shall be grounds for withholding payment to the Contractor.

5.3.7.2 Before the preparation of the Contractor's Progress Schedule, Contractor shall inspect the project Work Site in order to familiarize itself with the condition of the existing area where it will perform the Work.

5.3.7.3 Contractor shall submit a practicable Progress Schedule, in quadruplicate, to the Engineer at the pre-construction conference and be prepared to discuss the Progress schedule, events and construction procedures at the time. No Work shall be allowed to proceed unless and until a Progress Schedule is submitted. In the event a Notice to Proceed has issued, no time

extension or compensation will be allowed to Contractor for failure to comply with this provision.

5.3.7.4 The Contractor may furnish the Progress Schedule on a form of its choice or, if requested, the Engineer will furnish a form for the Contractor's use. However, the form shall clearly show the order in which the Contractor proposes to carry out the Work, the dates on which it will start the salient features of the Work (including procurement of materials, plant and equipment), production rates and the proposed dates for completing said salient features. The Progress Schedule submitted shall be consistent in all respects with the time constraints and sequencing requirements of the Contract.

5.3.7.5 An updated Progress Schedule shall be submitted monthly, or as requested by the Engineer, to show the progress of the Work. In any event, if the Contractor fails to submit said updated Progress Schedule within ten (10) calendar days after a written request by the Engineer, the Engineer shall have the right to withhold progress payments for any work until a satisfactory Progress Schedule is submitted to the Engineer.

5.3.7.6 The capacity of the construction plant, sequence of operations and methods of operations shall be such as to ensure the completion of the Work within the time specified in the Progress Schedule.

5.3.7.7 When the Contractor is to furnish major items of equipment or materials, the Progress Schedule shall include the proposed dates of manufacture and shipment of these items and the names and locations of factories or other sources from which said items are to be obtained.

5.3.7.8 Total Float is the number of days by which a part of the Work in the schedule may be delayed from its early dates without necessarily extending the Contract Time. Contract Float is the number of days between the Contractor's anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time. Total Float and Contract Float belong to the project and are not for the exclusive benefit of any party. They shall be available to the District, its agents, or the Contractor to accommodate changes in the Work or to mitigate the effect of events which may delay performance or completion. Each party will monitor and optimize

the use of float for the benefit of the project.

5.3.7.9 An early completion schedule is one which anticipates completion of all or specified part of the Work ahead of the corresponding Contract Completion Date. Because Contract Float belongs to the Project, the Contractor shall not be entitled to any extension in Contract Time, or recovery for any delay incurred because of extensions in an early completion date, until all Contract Float is used or consumed and performance or completion of the Work extends beyond the Contract Completion Date. The Contractor shall adjust or remove any float suppression techniques, e.g., preferential sequencing (crew movements, equipment use, form reuse, etc.) extended durations, imposed dates, scheduling of Work not required for a Contract Time as required Work, and others, as prerequisite to a request for an increase in Contract price or Contract Time.

5.3.8 RECORD DRAWINGS AND TESTS

5.3.8.1 The Contractor shall maintain at the Work Site a record set of full-size project drawings upon which all field changes are recorded on a daily basis. The Contractor shall provide and maintain in good order, in the field office at the initial cap work site, one complete set of blue-line prints recording the exact location, by dimensions, and the exact depth, by elevation, of all underground or otherwise concealed utilities. It shall record, by dimension and/or scale drawings, all such concealed work as actually installed. All information necessary to maintain and/or service any concealed work shall be noted on these record drawings. This data shall be legibly recorded on blue-line prints (furnished by the Engineer) to the satisfaction of the Engineer. Records shall be kept up to date with all entries checked by the Engineer before the work is buried or otherwise concealed. In the event the Contractor fails to maintain record drawings up to date (see Form 3, "As Built Drawing Certification," Appendix A), Engineer may withhold progress payments, or any part thereof, until satisfactory, up to date record drawings are produced by the Contractor.

5.3.8.2 Upon completion of the Work and as a condition precedent to acceptance and the issuance of final payment, the Contractor shall deliver to the Engineer a complete set of corrected prints, in good condition and with complete installation and every change in the

Work indicated thereon whether concealed or visible.

5.3.8.3 Any work showing faults under test, and any Work not in accordance with the specifications and the accompanying drawings, shall be made good by the Contractor at its own expense.

5.3.8.4 Should the Contractor refuse or neglect to make any tests necessary to satisfy the Engineer or its representative that it has carried out the true intent and meaning of the specifications, the District may make such tests and charge the expense to the Contractor, to be retained out of a progress or final payment as provided in these General Conditions.

5.3.8.5 The District may require the testing of materials by a competent testing laboratory of its selection or by other means. The cost of the material to be tested, delivered to the point of testing, shall be borne by the Contractor and the cost of the initial tests will be borne by the District. The Contractor shall pay all costs for subsequent tests where work or material fails to pass initial tests. Any Work or material showing faults under test shall be corrected by the Contractor at its own expense.

5.3.9 UTILITIES. Contractor shall provide at its own cost all utilities, including water, which are necessary for performance of Work. Said utilities, including water, shall be from sources approved by the Engineer.

5.3.10 RIGHT-OF-WAY. The right-of-way for Work to be constructed under this Contract will be provided by the District. Right-of-way Agreements may be inspected at the office of the Engineer.

5.3.11 SANITATION. The Engineer may establish sanitary and police rules and regulations for all forces employed under this Contract and the Contractor shall be responsible for compliance therewith, and in the event of noncompliance, the Engineer may enforce them at the expense of the Contractor. The Contractor shall provide its own sanitary facilities unless permission to use District facilities is granted by the District in the Supplementary Requirements.

5.3.12 PRESERVATION OF MONUMENTS. The Contractor shall not disturb any monuments or stakes without permission of the Engineer, and

Contractor shall bear the expense of resetting any monuments or stakes which may be disturbed without permission.

5.3.13 DATUM PLANE AND MEASUREMENTS. All distances shown on the plans, profiles or other drawings are in feet and decimals of the foot or in feet and inches. Depth or elevations are in feet and decimals of a foot, and are above (plus) or below (minus) the U.S. Coast and Geodetic Survey zero or mean lower low water as established for the Bay of San Diego, unless another datum plane is indicated on the drawings.

5.3.14 SETTING STAKES. The Contractor shall lay out its work from District established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated by the District. The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the District until authorized to remove them. If such marks are destroyed by the Contractor or its agents before their removal is authorized, the District may replace them and deduct the expense of the replacement from any amount due or to become due to the Contractor.

5.3.15 TRENCHES OR OTHER EXCAVATIONS AND HAZARDOUS OR CONTAMINATED CONDITIONS

5.3.15.1 In Contracts exceeding \$25,000.00, the Contractor shall comply with Labor Code section 6705. In the event an excavation is five (5) or more feet in depth, the Contractor shall cause a competent person to be placed at the site of the Work for the purposes of observing backfilling operations in those cases where the backfill operator is unable to see into the excavation. The Contractor shall make sufficient excavation to construct all of the Work shown on the drawings or specified herein and shall abide by the Construction Safety Orders issued by the Division of Industrial Safety of the State of California. The Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection. If such plan varies from the shoring system standards established by the Division of

Industrial Safety, the plan shall be prepared by a registered civil engineer or structural engineer. No shoring, sloping or protective system less effective than that required by the Division of Industrial Safety shall be used. All permits for excavating in excess of five (5) feet shall be obtained by the Contractor and shall be the Contractor's sole responsibility.

5.3.15.2 If this Contract involves digging trenches or other excavations below the surface no matter the depth, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any:

5.3.15.2.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

5.3.15.2.2 Subsurface or latent physical conditions at the site differing from those indicated.

5.3.15.2.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

5.3.15.3 The District shall promptly investigate the conditions, and if it finds that the conditions materially differ, or involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, may issue a Contract Change Order under the procedures described in this Contract.

5.3.15.4 In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests.

5.3.15.5 In the event conditions involve

hazardous waste or contaminated material or other materials which may require remediation or special handling, the Contractor shall not move or disturb the materials or objects and shall immediately notify the Engineer both verbally and in writing. The District may take all action necessary to remediate or handle such materials, including, but not limited to, hiring a third party Contractor to perform the remediation or other work or issue a Contract Change Order to the Contractor.

5.3.16 EXISTING UTILITIES, IMPROVE-MENTS AND OBSTRUCTIONS

5.3.16.1 Whenever any pole, structure, culvert, conduit, cable or other obstruction, either above or below ground surface within the area to be utilized by the Contractor in the performance of the Work is, or may be affected by the Contractor's operations, the Contractor shall preserve the same intact or it shall make such arrangements with the owner of same for its protection, support, alteration or removal and reinstallation, as may be required by the conditions encountered.

5.3.16.2 The Contractor shall notify in advance and cooperate with each owner of poles, structures, pipes, culverts, conduits, cables or other improvements that may be encountered or affected in any way by the Work under this Contract. It shall be the responsibility of the Contractor to verify the existence and exact location of existing utilities prior to construction.

5.3.16.3 Where water mains or services are altered or removed and reinstalled either to avoid interference with the Work under this Contract or for the convenience of the Contractor, such alteration, removal and reinstallation shall be performed in accordance with the rules and regulations of the owner, and the cost shall be borne as outlined in the following paragraphs.

5.3.16.4 It shall be the Contractor's responsibility at its sole expense to verify the existence and the exact location of existing underground utilities prior to excavation. Contractor shall pothole to determine depths and exact location of utilities prior to excavation in the area. The Contractor shall uncover sewer laterals, telephone and electric conduits, water mains and gas mains or any other major utility crossing and other high-risk underground facilities in advance of trenching operations sufficient to permit grade changes,

should such changes be required. The cost of such work shall be included in the Bid for items of work necessitating such location.

5.3.16.5 Unless otherwise specifically provided in these Contract documents, all costs of protecting, potholing, supporting, altering, obliterating, removing, salvaging, reconstructing and reinstalling pipes, poles, structures, trees and other obstructions, shall be borne by the Contractor, including facilities which are altered or removed and reinstalled for the Contractor's convenience, except:

5.3.16.5.1 Unless otherwise provided, where a subsurface obstruction is encountered which is not shown on the Contract drawings or mentioned in the specifications.

5.3.16.5.2 Where it is necessary to remove or alter obstructions which are maintained under a District franchise, ordinance, Contract, permit or other agreement by the terms of which the obstruction is required to be moved or adjusted.

5.3.16.5.3 The District shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the District from identifying main or trunklines in the plans and specifications. The District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

5.3.16.6 Except as otherwise expressly provided herein, the Contractor shall not be entitled to any additional compensation due to the presence of, or interference, delays or expense caused by obstructions, or the removal and/or replacement of obstructions where such obstructions could have been reasonably anticipated and such removal and/or replacement is required for proper completion of the Work. The Contractor shall not be assessed liquidated damages as provided by Subsection 5.8.3 for delay in the completion of the Work, when such delay was caused by the failure of the District or the owner of the utility

facilities as provided by Government Code section 4215.

5.3.16.7 Where the Work requires the removal of or damage to existing pavement, sidewalks, curbs, lawns, shrubbery, trees, hedges, gardens, drives, walls, fences, buildings or other improvements, the Contractor shall take precautions to limit the removal or damage to the least practicable amount; and it shall at its own cost replace or restore said improvements to as near its original location and condition as it reasonably possible, except as otherwise provided. Great care shall be exercised in placing and compacting backfill in areas where improvements are to be placed upon said backfill.

5.3.16.8 Trees shall not be removed without the express permission of the Engineer or as shown in the Contract documents. Damage to or excessive trimming of trees in the street or right-of-way shall be avoided. If directed by the District, the Contractor shall replace with like kind any tree removed and/or overly trimmed in violation of this provision.

5.3.17 ROYALTIES AND PATENTS. The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, or any damages, claims for damages, costs or expenses in law or equity, including attorneys' fees therefor, for or on account of any infringement of the patent rights, copyright or trademark of any person of any patented invention, article or appliance included in the material or supplies furnished under this Contract, and should the Contractor, its agents, servants, employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other articles, materials or appliances in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitutions, to have supplied and to retain and use any such invention, article, material or appliance as may by this Contract be required to be supplied, then the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable the District, its officer, agents, servants and employees, or any of them, to use such invention, article, material or

appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event, the Engineer shall have the right to make such substitution, or the District, its agents, officers, servants and employees, may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the District or recover the amount thereof from its sureties, notwithstanding final payment under this Contract may have been made. The provisions of this paragraph do not apply to articles which the Contractor is required to manufacture or furnish in accordance with detail drawings furnished by the District, its officers, agents, servants, employees or any of them included in this Contract. The provisions of this paragraph shall apply, however, where such drawings and the specifications cover only the type of device without restrictions as to details.

5.3.18 INDEMNIFICATION

5.3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District, its agents, officers and employees, from and against any and all claims, damages, liability, judgments, demands, losses and expenses, including, but not limited to, attorneys' fees and costs including consultants' fees, for damage to property of any kind whatsoever including the loss of use thereof, and to whomever belonging, including Contractor, and/or for injury to or death of any person or persons, including employees for Contractor or subcontractor of any tier. Such indemnity shall apply to any conduct arising out of or in any way connected with the acts or omissions, willful misconduct or negligent conduct, whether active or passive, of Contractor, Contractor's agents or employees including subcontractors and their agents and employees, arising and/or relating directly or indirectly out of the obligations undertaken in this Contract, including the performance of Work under the Contract by Contractor, Contractor's agents or employees. This indemnity shall further apply to including subcontractors and their agents or employees, products installed and/or furnished on the Project by Contractor, Contractor's agents or employees including subcontractors and their agents, or

arising from the use of the premises, facilities or services of the District, its agents, officers or employees, save and except claims or liability arising through the sole negligence, willful misconduct or active negligence (as provided by California Civil Code section 2782) of District, its agents, officers or employees, and Contractor shall reimburse District for any expenditures, including reasonable attorneys' fees and costs, which District may incur by reason of such indemnified matters and, if requested by District, Contractor shall defend any such lawsuit, matter or proceeding at the sole cost and expense of the Contractor. Failure to defend immediately may, at the sole discretion of the District, be grounds for termination or suspension by the District of the Contract as provided herein. Such indemnity shall also extend to claims, damages, liabilities, judgments, demands, losses and expenses or injuries occurring after completion of the Project as well as during the Work's progress.

5.3.18.2 In addition to the foregoing, the Contractor shall defend, indemnify and hold harmless the District, its agents, officers and employees, from and against any and all claims, damages, liability, judgments, demands, losses and expenses, including but not limited to, attorneys' fees and costs (including consultants' fees), to which the District may be subject as a result of the non-completion of the Contract which negatively affects separate contractors on adjoining or overlapping work. The obligations set forth in this subparagraph and subparagraph 5.3.18.1, above, are not limited by, but are in addition to, the performance bonds required by this Contract.

5.3.18.3 In the event Contractor or Contractor's insurance carrier fails or refuses to accept the tender of defense of a claim by the District or any other such claim exceeds the limits of the Contractor's insurance limits, District shall have the right to estimate the amount of damage to third parties to which the District may be liable and any estimated amounts for attorneys' fees and costs to defend itself, and to cause the Contractor to pay same, and the amount due the Contractor under this Contract, or the whole or so much of the money due or to become due to the Contractor under this Contract as may be considered necessary by the District, shall be retained by the District until such suit or claim for damages, or other remedy shall have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished the District.

The District's election to exercise or not exercise rights pursuant to this provision shall be in addition to any common law rights which the District may possess.

5.3.19 ASSIGNMENT OF CONTRACT

5.3.19.1 The Contractor shall not assign this Contract or any rights or duties herein without the prior written consent of both the District and the surety in each instance; provided, however, that the Contractor may, with the consent of District and surety, make an assignment of any sums of money due or to become due under this Contract as collateral for financial purposes in connection with the Contract.

5.3.19.2 Any such assignment shall contain a clause in the instrument of assignment to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to all liens or claims of any kind whatsoever authorized by law, whether prior or subsequent, for services rendered or materials supplied for the performance of the Work called for in the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

5.3.20 ANTITRUST CLAIMS

5.3.20.1 These provisions are included in this Contract as required by California law:

5.3.20.1.1 In entering into a public works Contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the District 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. section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

5.3.20.1.2 In submitting a bid to the District, the Bidder offers and agrees that if the bid is accepted, it will assign to the District 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. section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidders, without further acknowledgement by the parties.

5.3.21 BANKRUPTCY OF CONTRACTOR. The Contractor shall immediately notify the District of its own or of any of its subcontractor's filing for bankruptcy protection and provide the District with a copy of the Bankruptcy Case Number and title of the Court in which the petition for bankruptcy was filed. Filing for bankruptcy protection shall be a default of this Contract and grounds for termination as provided by Article 5.11.

5.3.22 CONTACT WITH MEDIA. Contractor shall refer all media inquiries to the District's Department of Public Relations at (619) 686-6222 and shall not speak to media personnel about District projects without written permission from the District. No media personnel shall be allowed on the Work Site without written permission of the District.

5.3.23 CLEANING UP

5.3.23.1 At all times, maintain the Work Site in a neat and orderly condition. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site. Weekly, and more often if necessary, remove from the site and dispose of all collected scrap, debris, and waste material.

5.3.23.2 Abate nuisance dust by cleaning, sweeping, and sprinkling with water or other means as necessary.

5.3.23.3 Weekly, and more often if necessary, inspect arrangements of materials stored on the site, restack, tidy, or otherwise service arrangements to meet the requirements specified above.

5.3.23.4 Keep the streets in and adjacent to the

construction area clean at all times. When required by the plans or specifications, the contractor shall operate a self-loading motor sweeper at least once each day for the purpose of keeping paved areas acceptably clean.

5.3.23.4 Contractor shall be responsible for Health and Welfare of employees, trades, and the public as relates to maintaining a clean and orderly site.

ARTICLE 5.4 – SUBCONTRACTORS

5.4.1 REQUIREMENTS AT BID

5.4.1.1 List of subcontractors:

5.4.1.1.1 Every Bidder shall comply with the Subletting and Subcontracting Fair Practice Act, Public Contract Code sections 4100, et seq., and shall set forth in its bid:

5.4.1.1.1.1 The name, Contractor's state license number, and location (city and state) of the place of business for each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement to be performed hereunder or who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings in the plans and specifications, in an amount in excess of one-half of one percent (1%) of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1%) of the Contractor's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.

5.4.1.1.1.2 A description of the Work to be performed by each subcontractor. The Contractor shall list only one subcontractor for each portion of the Work as is defined by the Contractor in its bid.

5.4.1.1.2 If Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of Work to be performed under this Contract, Contractor agrees that it is fully qualified to perform that portion itself and that Contractor shall perform that portion itself.

5.4.2 SUBCONTRACTUAL RELATIONS

5.4.2.1 The Contractor shall require each

subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract documents, assume toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Contract documents with respect to the Work to be performed by the subcontractor so that subcontracting will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. Prior to the execution of the subcontract agreement, the Contractor shall make available to each proposed subcontractor, copies of the Contract documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective sub-subcontractors.

5.4.2.2 Contractor may be required to furnish the District with information as to the technical experience, financial status, location of shop, factory or plant and adequacy of the shop, factory, plant or equipment of each subcontractor identified in its proposal. The Contractor, upon the written request of the District, shall provide a copy of any subcontract entered into by the Contractor to the District for its review. The Contractor shall not begin Work until the information required herein has been provided to the District.

5.4.2.3 The District will promptly notify the Contractor in writing if the District, after due investigation, has a reasonable objection to any such proposed subcontractor.

5.4.2.4 The Contractor shall not Contract with a proposed person or entity to whom the District has made a reasonable and timely objection. If the District has a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the District has no reasonable objection, such substitution shall be at no cost to District.

5.4.2.5 Contractor shall include in all subcontracts and in all purchase orders a clause

specifically binding the respective subcontractor and supplier to the dispute resolution provisions of these Contract documents.

ARTICLE 5.5 – PROTECTION OF PERSONS AND PROPERTY

5.5.1 SAFETY PRECAUTIONS AND PROGRAMS

5.5.1.1 The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

5.5.1.2 The Contractor shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

5.5.1.3 Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturer's warning and application instructions listed on the Material Safety Data Sheet and on the product container label.

5.5.1.4 Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided.

5.5.1.5 The Contractor shall be required to perform any Work relating to the hazardous materials if so directed by the District.

5.5.2 ACCIDENT PREVENTION, BARRICADES, LIGHTS, SAFETY MEASURES AND DETOURS

5.5.2.1 Contractor shall provide for the protection of persons, employees, the Work and materials

and equipment to be incorporated into the Work, and other property at the Work Site and adjacent thereto and shall observe the safety provisions of applicable laws, building and construction codes and safety regulations. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5.5.2.2 The Contractor shall take all necessary measures to protect the Work and prevent accidents during the construction. It shall provide and maintain sufficient night-lights, barricades, guards, temporary sidewalks, temporary bridges, danger signals, watchmen and necessary appliances and safeguards to properly safeguard life and property. It shall also protect all excavation, equipment and materials with barricades and danger signals so that the public will not be endangered. It shall maintain temporary detours, if required by the Engineer, and keep same in usable condition. The Contractor shall be particularly careful in providing barricades and signalmen on any of the Work that is constructed along or in highways or streets.

5.5.2.3 The Contractor shall designate a responsible member of the Contractor's organization as the Safety Representative whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District.

5.5.2.4 The Contractor will be required to conduct its work so as to cause a minimum of inconvenience to District tenants holding valid permits or lease agreements. Safe entrances and exists shall be constructed and maintained for the use of such tenants at all times during construction and until final acceptance of the Work. The Contractor shall promptly provide necessary bridges across excavations for ingress and egress to places of business or residences and shall promptly remove surplus materials from the immediate vicinity of places of business.

5.5.2.5 Other portions of District property may be closed to traffic with the approval of the Engineer. Alternate cross streets shall be kept open at all times. Free access shall be provided at all times to all fire hydrants unless otherwise authorized by the Engineer.

5.5.3 EMERGENCIES. In an emergency affecting safety or protection of persons or property or the Work, the District may act without notice to the Contractor and the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss, and shall promptly as conditions permit notify the insurance carrier and the District of the nature of the emergency and related circumstances. Immediately thereafter, the Contractor shall prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.

5.5.4 CARE AND CUSTODY OF WORK/ LOSS AND DAMAGE

5.5.4.1 The Contractor shall be held responsible for, and be required to make good at its own expense, all damage to persons or property caused by Contractor or its subcontractors, agents or the employees of either of them, during the progress of the Work and until its final acceptance.

5.5.4.2 All loss or damage to the Work arising from any unforeseen difficulties which may be encountered in the progress of the Work or from any action of the elements, fire or acts of God, or from any act or omission by the Contractor or any agent or person employed by it, shall be sustained by the Contractor. There shall be no apportionment of any such loss or damage between the District and Contractor and the fact that periodic or other type payments may be made shall not make this Contract divisible and severable, the intent of the parties being that the Contract is entire, unqualified and absolute and must be performed no matter what the cost to the Contractor. Notwithstanding the foregoing, in the event any such loss or damage is proximately caused by an act of God as defined in Public Contract Code section 7105, Contractor shall repair or restore said loss or damage at its sole cost and expense to the extent of five percent (5%) of the full original Contract amount and perform and complete the entire Contract, provided, however, in the event such loss or damage from said cause exceeds said five percent (5%), District shall have the option to require Contractor to perform and complete the entire Contract and require the Contractor to pay at Contractor's sole cost and expense for all said loss or damage to the extent of five percent (5%)

of the full Contract amount (the District to pay for the remainder of such loss or damage in accordance with Article 5.7), or the District may terminate the entire Contract. If the District exercises the option to terminate the entire Contract, Contractor shall be paid under the terms of the Contract for work actually performed prior to said loss or damage, less payments previously made, which shall constitute payment in full. Furthermore, in the event of such termination, Contractor shall be relieved from the obligation to repair or restore the loss or damage to the extent of five percent (5%) of said Contract amount and from the further obligation to perform and complete the Work.

5.5.4.3 The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times. All costs of maintenance during construction and before final acceptance shall be included in the price bid and the Contractor will not be paid additional amounts for such work, unless otherwise noted.

5.5.4.4 Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such water and such drainage shall be diverted or removed when necessary to prevent damage to excavation, embankments, surfacing, structures, or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Contractor shall prevent storm and wastewater and storm debris from reaching the Work Site from any source to avoid damage to the Work. Contractor shall be responsible for any damage to person or property on or off the Work Site due to its operations, interrupting or diverting such storm or wastewater.

5.5.4.5 In the event the Contractor fails to maintain the Work Site as required by this Contract, the Engineer shall notify the Contractor of such failure. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours of receipt of the notice, the Engineer may

immediately proceed with adequate forces and equipment to maintain the Project and the entire cost of such maintenance will be deducted from any monies due the Contractor.

ARTICLE 5.6 – INSURANCE AND BONDS

5.6.1 CONTRACTOR'S INSURANCE

5.6.1.1 No work shall be done under this Contract unless there is in effect insurance required under this section and the Supplementary Requirements and approved by the District; nor shall the Contractor allow any subcontractor to commence Work until all its insurance has been obtained and approved.

5.6.1.2 Types of Insurance: The Contractor shall maintain in full force and effect, for the period covered by the Contract, the following insurance:

5.6.1.2.1 The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance in accordance with California Labor Code section 3700 to secure the payment of compensation to its employees and employees of any subcontractor under it who may come within the protection of such workers' compensation laws of the State of California, and shall provide or cause to be provided employer's liability insurance for the benefit of its employees and the employees of any subcontractor under it not protected by such compensation laws.

5.6.1.2.2 The Contractor shall take out and shall furnish satisfactory proof, by certificate or otherwise, as may be required, that it has taken out "OCCURRENCE FORM" Commercial General Liability insurance, including completed operations and Contractual liability coverage, with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 0001, to protect said Contractor against loss from liability imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this Contract or any subcontract thereunder, and also to protect said Contractor against loss from liability imposed by law for damage to any property, caused directly or indirectly by the performance or execution of this Contract or any subcontract thereunder.

5.6.1.2.3 Contractor shall take out and furnish satisfactory proof, by certificate or otherwise, as may be required, that it has taken out Commercial Automobile Liability insurance covering accidents arising out of the use and operation of all owned, non-owned and hired automobiles and trucks at least as broad as Insurance Services Office Form CA 0001.

5.6.1.2.4 Where the Work includes a new structure or new structures and is not construction on an existing structure subject to loss or damage, the Contractor shall maintain or cause to be maintained Builder's Risk insurance on a complete value form sufficient to protect against such loss or damage in full until the Work is accepted by the District. Coverage shall be all risk of loss including coverage for theft or vandalism; the District shall be included as a named insured; the policy shall stipulate that losses will be adjusted with, and payable to, the District; and any deductible will be borne by Contractor.

5.6.1.3 All liability and property damage insurance shall be maintained by the Contractor in full force and effect during the Contract Time unless otherwise set forth in the Supplementary Requirements. The amount of coverage of said insurance shall be not less than the following:

5.6.1.3.1 Commercial General Liability covering bodily injury and property damage with combined single limits of \$2,000,000.00 per occurrence and \$2,000,000 Project Specific Aggregate.

5.6.1.3.2 Business Auto Liability covering owned, non-owned and hired autos and trucks bodily injury and property damage with combined single limits of \$2,000,000.00.

5.6.1.4 All said commercial general liability insurance policies shall: (1) name, or be endorsed to name, the District, its officers, officials and employees as additional insureds and protect the District against all liabilities, costs, damages, expenses and provide for the legal defense of claims and attorneys' fees and the cost thereof, (2) state, or be endorsed to state that Contractor's insurance is primary and not excess or contributing to any insurance issued in the name of the District, and (3) contain a severability of interest or cross-liability clause. The required Workers' Compensation policy shall be endorsed with a waiver of subrogation clause for the Work under this contract.

5.6.1.5 All said policies of insurance shall have a non-cancellation clause providing that thirty (30) days' written notice shall be given to the District prior to such cancellation except for notice of cancellation for non-payment of premium which shall have a ten (10) day notice of cancellation. All such notices shall be delivered to the District's Construction Administration Department and all insurance companies must be satisfactory to the District.

5.6.1.6 The procuring of such required policies of insurance shall not be construed to limit Contractor's liability hereunder, nor Contractor's obligations under the indemnification provisions and requirements of this Contract.

5.6.1.7 Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damage to persons or property resulting from its operations or the operations of any subcontractor under it.

5.6.1.8 Certificates evidencing all required insurance and endorsements effecting coverage required by this clause shall be delivered to the Construction Administration Department prior to the signing of the Contract by the District and shall be in a form acceptable to the District.

5.6.1.9 The District reserves the right to require complete, certified copies of all required insurance policies at any time.

5.6.2 PERFORMANCE AND LABOR AND MATERIAL BONDS

5.6.2.1 The Contractor shall furnish within fourteen (14) calendar days after the Notice of Award of Contract along with an executed Contract the following bonds:

5.6.2.1.1 The Contractor shall furnish a labor and material bond in an amount not less than one hundred percent (100%) of the estimated Contract price, to be paid to the San Diego Unified Port District, conditioned upon the payment by the Contractor for all materials, services, supplies and transportation furnished in the performance of the Work contracted to be done by the terms of said Contract, and for any work or labor of any kind done thereon by an admitted surety, as defined in Code of Civil Procedure Section 995.210, authorized to do

business as such in the State of California, possess an AM Best Rating of VII or better, be listed on the Federal Registry Circular 570. Bonds shall cover the Contractor's obligations during the guarantee and/or warranty periods as well as the construction period. Bonds shall comply with California Civil Code section 3248, subdivisions (b), (c) and (d), and shall be enforceable pursuant to California Civil Code sections 3249, 3250, 3251 and 3252. California Civil Code section 3248(a) shall not apply.

5.6.2.1.2 The Contractor shall also concurrently furnish a faithful performance bond in an amount not less than one hundred percent (100%) of the estimated Contract price, to be paid to the District, conditioned upon the faithful performance by the Contractor of all covenants and stipulations in the Contract by a surety acceptable to the District which is an admitted surety, as defined in Code of Civil Procedure Section 995.210, authorized to do business as such in the State of California, possess an AM Best Rating of VII or better, be listed on the Federal Registry Circular 570. Bonds shall cover the Contractor's obligations during the guarantee and/or warranty periods as well as the construction period.

5.6.2.2 If, during the continuance of the Contract, any of the sureties, in the opinion of the Board, evidenced by resolution, are or become irresponsible, the Board may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of said Board, within ten (10) days after notice, and in default thereof, the Contract may be suspended by the Board evidenced by resolution, and the materials may be purchased or the Work completed as elsewhere provided in these specifications.

5.6.2.3 If the Contract sum is increased, the Contractor shall advise the surety of the increased amount and the performance bond and labor and materialmen's bond shall be increased accordingly.

ARTICLE 5.7 – CHANGES IN THE WORK

5.7.1 CHANGES AND EXTRA WORK

5.7.1.1 Changes are alterations made to the Contract after the bids are opened, which modify the character or increase or decrease the limits of the Work, such as but not limited to, those affecting design, materials, installation,

construction, shapes, dimensions, quantities, locations or schedules. The District, before the final acceptance of the Work, may order changes in the Work and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply and diligently carry out such orders in accordance with the Contract documents. The District reserves the right to make changes which may increase, decrease or have no effect on the amount of Work to be done or the time duration in which the work is to be performed

5.7.1.2 A variation between estimated quantities in the bid schedule and actual quantities of work or material required to construct the Work as it is shown on the Contract documents as they exist at the time the bids are opened does not constitute a change or extra Work and does not require additional authorization and all quantities shall be paid for at the unit or lump sum prices established in the bid.

5.7.1.3 Changes in the Work and extensions of Contract Time by reason of the change shall not in any way release any guarantees/warranties given by the Contractor pursuant to the provisions of the Contract, nor shall such changes in the Work relieve or release the sureties of bonds issued for the Work. The sureties in executing such bonds shall be deemed to have expressly agreed to any such change in the Work or increase in the Contract amount and to any extension of Contract Time.

5.7.2 FORM OF CHANGES. The Engineer shall have the authority to order changes in the work involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract documents. Such changes may be affected by written direction from the Engineer and shall be binding on the District and Contractor. The Contractor shall carry out such written orders promptly. Such written directions may be in the form of a response to a RFI, a written direction, a CCO, or in any other written form determined by the District. In the event the Contractor contends that a written direction will increase the Contract sum, it shall commence the noted Work and submit a Change Order Request, as provided in Section 5.7.3.2.4. If such Change Order Request (COR) is denied, the Contractor will not be entitled to additional compensation for Work performed pursuant to the written direction. A CCO can be of two types: A Bilateral Change that

is agreed upon and signed by the District and the Contractor or a Unilateral Change that is not signed by the Contractor. All changes in the Work involving price and/or time must be authorized by CCO. Until such time as a bilateral change order is entered into concerning the District's written direction, the Contractor shall conduct the Work as Force Account Work as outlined in 5.7.3.3 and shall be subject to the same requirements found therein.

5.7.3 BILATERAL CHANGES

5.7.3.1 There are two types of Bilateral Changes: fixed price and force account.

5.7.3.2 Fixed Price Changes: If changes in design, workmanship, materials or time duration are of such a nature as to increase or decrease the cost of the Work, the price fixed in the Contract shall be increased or decreased by the amount as the Contractor and the District may agree upon as reasonable. Proper allowance for the increase or decrease in the cost of the Work shall be computed at the Contract rate, so far as possible. If the change involves an increase or decrease in a unit price item, the increase or decrease shall be the changed quantity multiplied by the unit price.

5.7.3.2.1 No order for alteration, modification or extra work which shall increase or decrease the cost of the Work shall be invoiced or payable unless the resulting increase or decrease in price or Contract Time shall have been agreed upon in writing and the CCO signed by the Contractor and the District, or their agents and authorized representatives or, in the event of a Unilateral Change Order, signed by the District.

5.7.3.2.2 The Contractor, in its price proposals for changes in the Work that will increase the Contract amount, shall individually and specifically list its costs and use percentage markups as described hereinafter. The Contractor shall require its subcontractors to do the same, and the subcontractors' price proposals shall accompany the Contractor's price proposals.

5.7.3.2.3 The Contractor shall upon request of the District permit inspection of the original unaltered bid estimate, subcontract agreements and purchase orders relating to the change and documents substantiating all costs associated with the cost proposal.

5.7.3.2.4 The Contractor shall submit a Change Order Request ("COR") on Form 9, Appendix A, within fifteen (15) calendar days, or sooner if so requested based on schedule restrictions, upon receipt of a Request for Proposal ("RFP") or a written direction from the District. Any COR by the Contractor shall include a complete breakdown of costs of both credits and extras itemizing materials, labor, taxes, overhead and profit on a form approved by the District. Subcontract Work shall be so indicated and written proposals for subcontractors shall be included with similar breakdowns furnished. Following submissions of cost breakdowns, the Contractor shall meet with the District if requested to discuss all aspects of the scope, costs, scheduling and construction methods, to ensure agreement.

5.7.3.2.5 If the Contractor fails to timely submit the COR, the District has the right to order the Contractor in writing to commence the Work immediately on a Force Account Change Order basis or a Unilateral Change Order to the Contract price in accordance with the District's estimate of cost. If the change is issued based on the District's estimate, the Contractor waives its right to dispute the action unless within fifteen (15) calendar days following completion of the specified added or deleted Work, the Contractor presents written proof that the District's estimate was in error.

5.7.3.3 Force Account Change Order

5.7.3.3.1 In the discretion of the District for any reason, a Force Account Change Order may fix a maximum price which shall not be exceeded unless authorized by the District in writing, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items in Subparagraphs 5.7.3.3.1.1 through 5.7.3.3.1.6, inclusive, and as further defined as Subsection 5.7.5:

5.7.3.3.1.1 Prevailing wage or actual rate paid to workers.

5.7.3.3.1.2 Markup for labor burden, including premium on compensation insurance and charges for social security taxes and other taxes pertaining to labor and the proportionate cost of premiums of public liability, property damage and other insurance applicable to the extra work

involved and required by the Contract for off site work and auto only.

5.7.3.3.1.3 Materials, including sales tax and other applicable taxes pertaining to materials.

5.7.3.3.1.4 Plant and equipment rental, at rates previously agreed to or required by the Contract. No charge for the cost of repair to plant or equipment will be allowed and equipment items having a capital cost of under Five Hundred Dollars (\$500.00) are considered small tools and are included in the stipulated markup percentages for overhead and profit.

5.7.3.3.1.5 Markup for overhead and profit is limited in these General Conditions. Special attention is directed to 5.7.5.1.1, in these General Conditions.

5.7.3.3.1.6 The proportionate actual costs for bonds required in accordance with these General Conditions.

5.7.3.3.2 The District reserves the right to furnish such materials as it may deem expedient and no allowance will be made for profit thereon.

5.7.3.3.3 Whenever any Force Account Change Order Work is in progress, the amount, but not the price, of all extra Work performed shall be entered by the Contractor upon report sheets furnished by the Engineer (see Form 1, "Time and Materials Report," Appendix A) and signed by both parties on the date the particular Work is performed, which daily reports shall be the true record of extra Work done. No claim for compensation for such extra Work will be allowed unless such report shall have been made by the Contractor daily and countersigned by the District's representative. It is the Contractor's responsibility to obtain the District representative's countersignature.

5.7.3.3.4 In the event the Contractor and the District reach a negotiated, signed agreement while the work is proceeding under a Force Account, the Contractor's signed written daily reports shall be discontinued and all previously signed daily reports shall become invalid for purposes of payment.

5.7.3.3.5 The Contractor shall bear all of its costs of administering Force Account Change Orders. These costs are considered included within the markup for overhead and profit referenced above.

5.7.3.3.6 The Contractor shall at all times during the performance of the contract prosecute the Force Account Change Order work with such forces and equipment as, in the opinion of the District, are appropriate to complete the different portions of the work in the order required and within the specified time and to secure a satisfactory quality of work.

5.7.4 UNILATERAL CHANGE ORDERS. If the District and the Contractor fail to agree as to a Bilateral Change Order, if adequate cost information is not provided as required, or for any other reason whatsoever in the discretion of the District, the Contractor shall proceed immediately with the changed Work upon receipt of a Unilateral Change Order or written direction from the District. If the Contractor disputes the Unilateral Change Order or written direction, the Contractor may make a claim as required by this Contract but shall be obligated to conduct the Work addressed by the Unilateral Change Order or written direction.

5.7.5 PRICING FOR ALL TYPES OF CHANGES

5.7.5.1 The following limitations shall apply in the calculation of the costs of changes in all changed work:

5.7.5.1.1 Markups for Overhead and Profit:

5.7.5.1.1.1 For Work performed by the Contractor shall equal a maximum of fifteen percent (15%) of the direct cost (as defined herein) unless Contractor's overhead is stipulated as a daily rate in the bid schedule, in that event, the bid daily rate shall apply.

5.7.5.1.1.2 For Work performed by a subcontractor of any tier shall equal a maximum of fifteen percent (15%) of its direct costs (as defined herein). Both the Contractor and subcontractor shall receive a five percent (5%) markup on the total cost of their respective subcontractors.

5.7.5.1.1.3 In no case shall the markup exceed twenty-five percent (25%) of the direct cost as described in Subparagraphs 5.7.5.1.1.1 and 5.7.5.1.1.2, above, regardless of the number of Contract tiers actually existing.

5.7.5.1.1.4 For deleted Work of any Contract tier

described in 5.7.5.1.1.1 through 5.7.5.1.1.3 above, the credit markup shall be ten percent (10%). For deleted Work, neither the Contractor nor subcontractor shall be allowed a positive markup on their respective subcontractor to administer the credit Change Order.

5.7.5.1.1.5 Where the total direct cost of a Change Order exceeds Fifty Thousand Dollars (\$50,000.00), the markup for the affected Contract tiers, as provided in Subparagraphs 5.7.1.1 and 5.7.1.2 herein shall be reduced from fifteen percent (15%) to ten percent (10%). All other markup percentages shall remain unchanged.

5.7.5.1.1.6 The markup for overhead and profit for the Contractor and subcontractors of any tier shall be considered to include insurance required by the Contract of the Contractor other than mentioned herein, field and office supervisors, salaries for project managers, engineers, superintendent, timekeeper, storekeeper and secretaries, assistants, inspectors, watchmen, use of small tools, consumables, incidental job burdens and general field and home office expenses, including the preparation of Change Orders, and no separate allowance will be made thereof. Payment for markup, which includes overhead and profit, shall constitute satisfaction of all costs incurred as a result of performing the Change Order work. Incidental job burdens include, but are not limited to, office equipment and supplies, computer services, small tools, reproduction costs and services, temporary toilets, telephone, facsimile, office personnel and conformance to regulatory requirements. Items such as, but necessarily limited to, review and coordination, estimating, recording, detailing, engineering and expediting relative to Contract changes are associated with field and office supervision and are considered to be included in the Contractor's markup percentages for profit and overhead.

5.7.5.1.1.7 The mark-up for overhead and profit for the Contractor and subcontractors of any tier shall not include the actual cost of scheduling services required for the preparation of the time impact evaluation resulting from excusable and compensable delays. The fully burdened rate for this work shall not exceed one hundred dollars (\$100) per hour.

5.7.5.1.2 Direct costs:

5.7.5.1.2.1 Direct costs for the purposes of markup shall include basic rates for labor and the actual cost to the Contractor for the equipment and materials directly required for the performance for the changed Work. Direct costs shall not include any employer payments to or on behalf of the workers for health, welfare, vacation and similar purposes.

5.7.5.1.2.2 Unless otherwise agreed in writing, labor rates will not be recognized nor owing when in excess of those prevailing in the locality at time the Work is being performed. Premium and/or overtime rates shall not be paid by the District unless specifically authorized or directed by the District in writing. The costs for all supervision, including general superintendents and foremen, shall be included in the markups established by the Contract. The only exception to this may be working foreman who performed actual manual labor or superintendents in excess of Contract Work, in the discretion of the Engineer. No labor charges will be accepted for engineering or proposal preparation. These costs shall be included in the markups established by the Contract. If not previously submitted, a breakdown of the payroll rates for each trade shall be furnished for all Change Orders within fifteen (15) days after issuance of a notification to commence with the change order work, including the base rate and labor burden, including but not limited to benefits, payroll taxes and insurance.

5.7.5.1.2.3 Equipment Costs: The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall not exceed that as recommended by the rental rates established by the Rental Rate Blue Book.

5.7.5.1.2.3.1 In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown or for non-workdays. Whenever equipment is ordered by the Engineer to be held on the Work on a standby basis, or when the District is obligated for other reasons to pay for idle equipment, the rate will be seventy five percent (75%) of the rental rate with no allowance for operating costs. Standby or idle time cannot exceed eight (8) hours per day and will not be allowed for Saturday, Sunday, or holidays. Non-operating time for equipment required for account work is not considered standby or idle time if the equipment is operated

and used at least once during each working day. In addition, the rental time shall not include the time required to move the equipment to the Work Site for rental of such equipment and to return it to the source. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed Work.

5.7.5.1.2.3.2 Individual pieces of equipment having a replacement value of Five Hundred Dollars (\$500.00) or less shall be considered to be small tools or small equipment and no payment will be made thereof. Small tools are part of the Contractor's markup.

5.7.5.1.2.3.3 The amount to be paid to the Contractor for the use of the equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of the equipment.

5.7.5.1.2.3.4 The District shall only compensate the Contractor for equipment that is properly operated and appropriate for the changed Work.

5.7.5.1.3 Taxes and Insurance:

5.7.5.1.3.1 Federal excise tax shall not be included.

5.7.5.1.3.2 State and City sales taxes and payroll taxes and insurance for auto and off-site only shall be shown separately and will be allowed on extras and shall be credited on credits. No markup for overhead and profit will be allowed on taxes and insurance.

5.7.5.1.4 Bond Premiums. The actual rate of bond premiums paid on the total cost of the Change Order will be allowed. No markup for overhead and profit will be allowed on bond premiums.

5.7.5.1.5 Records.

5.7.5.1.5.1 The Contractor shall maintain its

records in such a manner as to provide a clear distinction between the direct costs of extra work and the cost of the original Contract Work. This requirement pertains to CORs, Contract Change Orders and Work the Contractor considers to be potential Change Orders.

5.7.5.1.5.2 The Contractor shall furnish within seven (7) days after issuance of Notice to Proceed a certified statement and detailed calculations from its accountant establishing the job site and pro rata home office overhead rates for itself and its major subcontractors, as determined by the District. Such shall be updated quarterly.

No oral instruction of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

5.7.6 AUDIT

5.7.6.1 The District shall have the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit the Contractor's accounting procedures and internal controls of the Contractor's financial systems and to examine any cost, revenue, payment, claim or other records or supporting documentation resulting from any items set forth in the Contract documents including any insurance documents required to complete the Alternate Bid Schedule - Insurance. Any such audit(s) shall be undertaken by the District or its representative(s) after notice and at reasonable times and in conformance with generally accepted auditing standards. The Contractor agrees to fully cooperate with any such auditor(s) and shall make office and support facilities available to the District's representative(s) as may be reasonably necessary to complete any such audit(s) and inspections.

5.7.6.2 This right to audit shall extend during the length of the Contract and for a period of three (3) years or longer, if required by law, following the date of final payment. The Contractor agrees to retain all necessary records/documentation for the entire length of this audit period.

5.7.6.3 The Contractor will be notified in writing of any exception taken as a result of any audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall

be made within thirty (30) days from presentation of the District's findings to the Contractor. If the Contractor fails to make such payment, the Contractor agrees to pay interest, accruing monthly, at the rate of ten percent (10%) per annum. Interest will be computed from the date of written notification of exception(s) to the date the Contractor reimburses the District for any exception(s).

5.7.6.4 If an audit inspection or examination discloses overcharges (of any nature) by the Contractor to the District in excess of one percent (1%) of the value of that portion of the Contract that was audited, the actual cost of the audit shall be reimbursed to the District, in addition to any other remedies allowed by law.

5.7.6.5 Subcontractor Audit Clause. The Contractor shall include a clause in its agreement with subcontractors reserving the right for audits to be performed by its representatives from or agents of the District, who shall have the right to audit the accounting procedures and internal controls of the financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in its agreement including any insurance documents required to complete the Alternate Bid Schedule - Insurance. This right shall extend during the length of this Contract and for a period of three (3) years or longer if required by law, following the date of final payment to the Contractor. The Contractor shall require its subcontractors to agree in writing to retain all necessary records/documentation for the entire length of this audit period.

ARTICLE 5.8 – TIME

5.8.1 PROGRESS AND COMPLETION

5.8.1.1 Unless otherwise specified, the Contractor shall commence the Work on or before seven (7) calendar days from the date of issuance of the Notice to Proceed or the date specified within the Notice to Proceed (the "Notice to Proceed Date") and shall diligently prosecute the Work to its completion. A Notice of Completion shall be recorded for the Work, but the District's failure to do so, timely or otherwise, shall not be raised as a defense to the untimely assertion of any rights by Contractor, its subcontractors or suppliers of any tier.

5.8.1.2 The continuous prosecution of the Work

by the Contractor shall be subject only to the delays defined in this Contract. The start of Work shall include attendance at pre-construction conferences, preparation and submittal of submittals, equipment lists, and schedule of values, schedules, requests for substitutions and other similar activities. Submittals shall be prepared in accordance with the Contract documents and shall be made in the time limits indicated. Except as specifically authorized by the District, no Work shall commence on site before the Notice to Proceed Date or after the Notice to Proceed Date but before all applicable Contract requirements have been satisfied. The Contract Time shall begin on the Notice to Proceed Date.

5.8.1.3 The Work shall be brought to completion, as determined by the District, in the manner provided in the Contract documents and in the number of calendar days set forth in the Supplementary Requirements (Contract Time).

5.8.1.4 The Contractor shall allow for the following review time periods: RFIs, seven (7) calendar days; submittals, 21 calendar days; substitution requests, 45 calendar days.

5.8.1.5 Failure to reach completion as determined by the District within the Contract Time and in the manner required by the Contract documents shall subject the Contractor to liquidated damages as stipulated in the Supplementary Requirements and General Conditions unless extensions of time are granted in accordance with these General Conditions.

5.8.1.6 The Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at a rate necessary to reach completion of the Work required within the Contract Time and in accordance with the initial Contract schedule. Work shall not start nor shall the Work be left in an incomplete state for an indeterminate period of time, while equipment and materials are in transit.

5.8.1.7 It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the schedules of other contractors and workers who may be employed by the District on any Work in the vicinity of the Work to be done pursuant to this Contract, and it shall conduct its operations so as not to interfere with the Work of such contractors

or workers. The Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors or workers in order to complete the Work within the Contract Time. Except as otherwise provided, no additional compensation will be paid for such cooperation. If the Contractor delays the progress of the Work or the progress of other contractors or workers, it shall be the responsibility of the Contractor to take some or all of the steps outlined below to improve its progress. See Subsection 5.3.15.

5.8.1.8 If, in the opinion of the District, the Contractor falls behind with the Work or current update of the Contract schedule and is not entitled to an extension of time, the Contractor shall take some or all of the steps outlined below to improve its progress at no additional charge to the District, and shall submit operation plans to demonstrate the manner in which the desired rate of progress may be regained.

5.8.1.8.1 Increase construction personnel in such quantities and crafts as will substantially eliminate the backlog of Work and allow the Contractors to complete the Work within the Contract Time.

5.8.1.8.2 Increase, when permitted, the number of working hours per shift, shifts per working day, working days per week or the amount of construction equipment or any combination of the foregoing, sufficient to substantially eliminate the backlog of Work.

5.8.1.8.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities; and/or

5.8.1.8.4 Expedite delivery of materials and equipment.

5.8.1.9 Should the Contractor at any time during the progress of the Work, refuse, neglect or be unable for avoidable reasons to supply sufficient material, supervision or workers to prosecute the Work at a rate necessary to complete the Work within the Contract Time or in accordance with the currently accepted updated construction schedule, the District shall have the right to terminate the Contract or it may give the Contractor written notice, specifying the default and requiring its correction as provided in Subsection 5.2.2. If the Contractor does not comply with a notice or termination from the District within the time specified in the notice, the District shall have the right to provide the

materials and workers to finish the Work and/or terminate the Contract. The expenses incurred by the District to complete such Work shall be deducted from any monies due or which may become due under the Contract and/or the construction fund for the Work. In the event the expenses incurred exceed the amounts due to the Contractor of the construction fund for the Work, the Contractor or its surety shall reimburse the District for any such shortage in funds.

5.8.1.10 The Contractor shall submit to the Engineer when the project is fifty percent (50%) complete, a list of proposed maintenance and instruction manuals and the scheduled dates of all required field instruction to be provided by the Contractor of the manufacturer's representatives. Copies of the maintenance and instruction manuals must be furnished to the Engineer at least two weeks prior to the scheduled dates of any required Contractor furnished field instructions or at least one month prior to project completion, if no Contractor-furnished field instructions are required.

5.8.2 LIQUIDATED DAMAGES

5.8.2.1 The Contractor and District agree that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract and that the District will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultant's expenses), delay and/or loss of public use if the Work is not completed within the Contract Time; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on the Notice to Proceed date as defined by this Contract. The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the District that the time for the completion of the Work is a reasonable time for its completion, taking into consideration the average climatic range prevailing in the locality.

5.8.2.2 If the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time or any portion of the Work as indicated by Contract Time milestone, or any proper extension granted by the District, then the Contractor agrees, as a part consideration for the awarding

of this Contract, to pay to the District the daily amount specified in the Supplementary Requirements and/or Technical Specifications of the Contract, not as a penalty but as liquidated damages for such breach of Contract, for each and every calendar day that the Contractor shall be in default after the Contract Completion Date or Contract Time milestone. Liquidated damages shall not be assessed when the delay is due to excusable causes beyond the control of and without the fault or negligence of the Contractor, including acts of the District, as defined in Subsection 5.8.3 below.

5.8.2.3 The liquidated damages amount is fixed and agreed upon by and between the Contractor and the District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the District would in such event sustain, and the amount is agreed to be the amount of damages which the District would sustain and the amount shall be retained from time to time by the District from current periodical estimates. Contractor and the District also recognize the delays, expense and difficulties involved in the calculation and proof of the actual loss suffered by the District if the Work is not completed on time. Accordingly, instead of requiring such proof, the District and Contractor agree that the amount of Liquidated Damages specified in Supplementary Requirements and/or Technical Specifications, which amount shall be presumed to be the damages suffered by the District resulting from the delay in completion of the Work. It is agreed that the amount of liquidated damages to be paid by the Contractor for failure to complete the Work within the Contract Time shall be in the daily amount as set forth in the Supplementary Requirements and/or Technical Specifications. The Contractor specifically agrees at the time of Contracting that the amount of liquidated damages is manifestly reasonable under the circumstances for this Work.

5.8.2.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Beneficial occupancy of the Work or partial utilization of the Work by the District prior to completion of the Work does not

waive the Contract completion date for purposes of computing and assessing liquidated damages. In addition, any applicable warranty periods do not begin to accrue until completion and acceptance of the work by the District.

5.8.2.5 If specified in the Supplementary Requirements, the District may make a payment of extra compensation to the Contractor, as a bonus, for completion prior to the Contract completion date.

5.8.3 DELAYS AND EXTENSIONS OF TIME

5.8.3.1 Delays:

5.8.3.1.1 Excusable Delays:

5.8.3.1.1.1 Excusable delay is an interruption of the Work beyond the control of the Contractor and which interruption the Contractor could not have avoided by the exercise of care, prudence, foresight and diligence. A Contractor experiencing an excusable delay will be entitled to a Contract Time extension but will not be entitled to additional costs. Such delays include and are limited to acts of God; acts of the public enemy; unreasonable or unusual adverse weather conditions, fires, floods, windstorms, tornadoes, wars, riots, insurrections, epidemics, quarantine restrictions, strikes, lock-outs, labor shortages caused by war or other Federal hindrances, fuel shortages, freight embargoes, accidents, delays caused by an injunction, judgment or other decree or order of a court of competent jurisdiction, priorities or privileges established for the manufacture, assembly or allotment of material by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority, the prevention of the Contractor from commencing or prosecuting the Work because of the acts of persons or entities not parties to this Contract, excepting the Contractor's subcontractors or agents or suppliers, and the inability to procure or the failure of public utility services. The duration of said excusable delays shall be limited to the extent that the commencement, prosecution and completion of the Work are delayed thereby, as determined by the Engineer.

5.8.3.1.1.2 The Engineer may provide by resolution for extensions of time for causes other than those stated in Subparagraph 5.8.3.1.1.1,

which the Contractor could not have avoided by the exercise of care, prudence, foresight and diligence.

5.8.3.1.1.3 The Engineer may order the Contractor to suspend any Work because of climatic conditions. When delay is caused by an order given to suspend Work on account of climatic conditions, which in the opinion of the Engineer could have reasonably been foreseen, the Contractor will not be entitled to any extension of time or other compensation on account of such order.

5.8.3.1.1.4 Delays due to adverse weather conditions will not be considered for weather conditions that could have been reasonably anticipated. Rain day delays shown in Table 1 below are to be included in the contract time limits. The Contractor's schedule will be considered to have incorporated these anticipated rain day delays. Contract time extensions due to delays caused by excessive precipitation will only be considered if the delay caused by excessive precipitation can be shown to delay a task on the critical path; and precipitation is greater than 0.10 inches per any one day; and the number of days for rain delays is more than the average number of rain days anticipated for any given month as defined in the following table.

Table 1

MONTH	AVERAGE RAIN DAYS
January	7
February	5
March	7
April	2
May	1
June	1
July	0
August	0
September	1
October	2
November	3
December	5

5.8.3.1.2 Inexcusable Delays: A Contractor experiencing an inexcusable delay will not be entitled to a time extension or additional costs. Inexcusable delays in the prosecution or completion of any work shall include:

5.8.3.1.2.1 All delays that could have been avoided by the exercise of care, prudence,

foresight and diligence on the part of the Contractor; are caused by the Contractor or are directly attributable to the Contractor.

5.8.3.1.2.2 Delays in the prosecution of parts of the Work, which may in themselves be excusable but do not necessarily prevent or delay the prosecution of other parts of the Work, nor the completion of the whole Work within the Contract Time.

5.8.3.1.2.3 Delays arising from the interruptions occurring in the prosecution of the Work on account of the reasonable interference from other Contractors employed by the District, which do not impact the Contractor's critical path.

5.8.3.2 Notice of Delay. The Contractor shall promptly notify the District in writing of any anticipated delay in the prosecution of the Work, and, in any event, promptly upon the occurrence of the delay. Said notice shall constitute an application for an extension only if the notice requests such extension and sets forth the Contractor's estimate, if feasible, of the additional time required together with a full recital of the cause of the delay relied upon. The District may take steps to prevent the occurrence or continuance of the delay and may determine to what extent the completion of the Work is delayed. The determination of the existence of any delay for which an extension of time will be granted will be based on whether such delay can be demonstrated by the Contractor to extend the Contractor's current critical path on the construction schedule or require the formulation of a new critical path. A critical path method schedule indicating the occurrence of delays along the critical path is the only method of demonstration that will be accepted by the District to document and claim delays. If notice of a delay is not submitted on or prior to seven (7) consecutive working days after the start of the occurrence of such a delay, the Contractor admits the occurrence had no effect on the length of its duration of Work, that no extension of time is necessary, and that no extension of time or extra compensation will be granted by the District or is due to the Contractor.

5.8.3.3 No damages for Delay. Except as otherwise provided by law or the provisions of these Contract documents, no monetary damages or compensation for any kind shall be paid the Contractor, or any subcontractor or any supplier because of delays which are not the

responsibility of the District, which are reasonable under the circumstances involved and were within the contemplation of the parties. To the fullest extent permitted by law, the Contractor and all subcontractors and all suppliers waive all claims against the District, its consultants and their respective directors, officers, members, employees and authorized representatives for any loss or damage sustained by reason of delays in the Completion of the Work beyond the Contract Completion Date which are not the responsibility of the District, which delays are reasonable under the circumstances, and which delays were within the contemplation of the parties. However, an extension of time for the Completion of the work may be granted for a period equal to the period of delay, as defined in these General Conditions.

5.8.3.4 Extensions of Time.

5.8.3.4.1 Should the Contractor seek an extension of time for the Completion of the Work under these provisions, the Contractor must submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract documents with respect to requests for extension of time.

5.8.3.4.2 Neither this provision, nor any other provision of the Contract documents, is intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision, nor any other provision of the Contract documents, has for its objective, directly or indirectly, the exemption of the District, its consultants and their respective directors, officers, members, employees and authorized representatives, from responsibility for their own sole negligence, violation of the law or other willful injury to the person or property of another.

5.8.3.4.3 Warranties. In the event it is deemed necessary by the District to extend the time of completion of the Work, such extensions shall in no way release any guarantees/ warranties given by the Contractor pursuant to the provisions of the Contract documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay as determined by the District. The

granting of an extension of time because of delay shall in no way operate as a waiver on the part of the District of the right to collect damages or of any other right which the District is entitled.

ARTICLE 5.9 – PAYMENTS AND COMPLETION

5.9.1 PERIODIC PAYMENTS

5.9.1.1 Each month there shall be paid to the Contractor a sum equal to ninety-five percent (95%) of the value of the Work (based on the schedule of values) performed up to the last day of the previous calendar month, less the aggregate of the previous payments. The monthly payments shall be made on the basis of monthly Progress Estimates (See Form 5, Appendix A) that shall be submitted by the Contractor and approved by the Engineer. Quantities used in computing partial payments shall be considered as estimates only and shall be subject to revision in subsequent estimates. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the Contractor or any surety from damages arising from such work or from the enforcement of each and every provision of this Contract and the District shall have the right subsequently to correct any error made in any Progress Estimate for payment. Materials delivered but not incorporated or installed in the Work will not be included in Progress Estimates and/or payments unless allowed by Supplementary Requirements and/or Technical Specifications. If a Progress Estimate received from the Contractor is undisputed and properly submitted, payment shall be made within thirty (30) days after received, and if not so paid, Public Contract Code section 20104.50 may apply. If, however, the Progress Estimate (or Payment Request as denoted in Section 20104.50) is determined not to be proper or correct, the District may at its option correct the Progress Estimate and pay the amended amount or return the Progress Estimate no later than seven (7) days after receipt, accompanied by a document setting forth in writing the reasons it is not proper. The number of days available to make payment without incurring interest shall be reduced by the number of days the District exceeds the seven (7) day return requirement. Improper or incorrect payment estimates include, but are not limited to: the amount invoiced is inconsistent with the Contract; the estimate or performance under the Contract is in dispute and

the Contractor has failed to otherwise comply with the Contract requirements; the item or services have not been accepted; the quantity of items delivered is less than the quantity invoiced; the items or services do not meet the quality requirements of the Contract; proper backup documentation for changed work was not attached to the estimate.

5.9.1.2 Notwithstanding any other provision in this Contract, as provided in Public Contract Code section 22300 and subject to the requirements thereof, Contractor may substitute securities for monies withheld by the District to ensure proper performance under this Contract. The substitution of securities or the deposit of the amount retained shall be at the sole expense of and request of Contractor.

5.9.1.3 The Contractor shall pay each subcontractor, materialmen and/or supplier in the time periods required by law.

5.9.2 APPLICATIONS FOR PAYMENT (PROGRESS ESTIMATES)

5.9.2.1 In Contracts with a duration of sixty (60) days or longer, on or before the 15th day of each calendar month, the Contractor shall submit to the Engineer a Progress Estimate of the value of work done and materials used to the last day of the previous calendar month. Progress Estimates shall be made in the form of itemized invoices in duplicate on a form provided by the District (see Form 5, "Progress Estimate," Appendix A) and shall be submitted together with the data set forth below:

5.9.2.1.1 A detailed estimate of work completed to date including items of Work, unit price and total value of completed Work for each item of the proposal.

5.9.2.1.2 A recapitulation showing balance due current month as follows:

Basic Contract Work Completed to Date	xxx
Change Order Work Completed to Date	xxx
Gross Value of Work Completed to Date	xxx
Less 5% Retention	xxx
Gross Value to Date Less Retention	xxx
Less Previous payments	xxx
Balance Due This Estimate	xxx
Less Deductions (e.g., stop notices, liquidated damages	xxx

5.9.2.2 Contractor warrants that upon submittal

of the Progress Estimate that all work for which previous Progress Estimates have been made and payments received from the District shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers or other persons, or entities making a claim by reason of having provided labor, materials and equipment related to the Work and that all work for which payment is demanded has been performed in accordance with the Contract and that the amount claimed is due. With each Progress Estimate, Contractor shall certify that the as-built drawings have been updated and jointly reviewed with the District for the month that payment is requested. (see Form 3, "As-Built Drawing Certification Form", Appendix A)

5.9.2.3 Beginning with the second Progress Estimate, each Progress Estimate shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Progress Estimates.

5.9.2.4 Contractor agrees to furnish, if and when required by District, receipts, vouchers, releases and/or waivers of claims for labor, material, equipment and services performed by Contractor and any and all subcontractors performing Work or furnishing materials under this Contract or any subcontract with Contractor, all in a form satisfactory to District, and it is agreed that no payment shall be made except at District's option until and unless such receipts, vouchers or releases and/or waivers, or any and all of them, have been furnished. Any progress payment made prior to acceptance of the Work by District shall not be construed as evidence of acceptance of any part of Contractor's Work.

5.9.3 ACCEPTANCE AND PAYMENT

5.9.3.1 When the Contractor considers the Work complete, it shall request in writing a final inspection. Upon inspection and acceptance by the District, a Punch List of items that are not in accordance with the Contract documents or otherwise complete will be prepared and furnished to the Contractor. At the direction of the District, the District may withhold from the final payment up to one hundred and fifty percent (150%) of the value of the Work to be completed or corrected. Upon acceptance of those Punch

List items, the retained amount shall be released or, in the case of retention held in escrow, approval given to release the funds.

5.9.3.1.1 Acceptance of the Work on behalf of the District shall occur upon the recordation of a Notice of Completion. To the extent permitted by law, such acceptance shall not constitute a waiver by the District of guarantees provided by the Contractor or "completion" as defined by Public Contract Code section 7107. When the Work has been accepted, there shall be paid to the Contractor a sum equal to ninety-five percent (95%) of the Contract price.

5.9.3.1.2 To the extent permitted by law, the Work shall not be "complete" and the final five percent (5%) shall not become due and payable until all Punch List items are completed and accepted by the District, all final paper work required by Contract documents of the Contractor is submitted including, but not limited to, certified payrolls, completed Record Drawings, certification of record drawings, and an executed final Release of Claims against the District in a form provided or approved by the District, provided, however, said release(s) may specifically exclude disputed Contract claims.

5.9.3.2 Final payment of the Contract price shall include full compensation to the Contractor for all labor, materials (except as otherwise expressly provided herein), equipment use and expense required for or incidental to the completion of the Work in accordance with the drawings and specifications and to the satisfaction of the Engineer. Acceptance by the Contractor of the final payment shall constitute a waiver of all claims against the District arising under the Contract documents except those previously made in writing and identified by the Contractor as unsettled at the time of the final pay request.

5.9.3.3 In case of suspension of the Contract, any unpaid balance shall be and become the sole and absolute property of the District to the extent necessary to repay to the District any excess in the cost of the Work above the Contract price.

5.9.3.4 Any Punch List items shall be completed in good faith and within thirty (30) days or ten percent (10%) of the Contract Time Period, whichever is greater. Final payment shall not be due and owing until all Punch List items have been completed and accepted by the District. Failure to complete all Punch List items within the

prescribed time period shall be a default of the Contract. The District reserves the right to perform Punch List Work and to back charge the Contractor for the actual cost to perform the Work plus any attendant administrative charges.

5.9.4 PARTIAL UTILIZATION AND BENEFICIAL OCCUPANCY

5.9.4.1 The District shall have the right to utilize or place into service any item of equipment or other usable portion of the Work that is substantially complete prior to completion and acceptance of all the Work. Whenever the District plans to exercise said right, the District will perform an inspection and formulate a punchlist of unfinished work, the Contractor will then be notified in writing with a Notice of Partial Utilization signed by the Engineer identifying the specific portion of the Work to be utilized or otherwise placed into service and a copy of the punchlist of unfinished work.

5.9.4.2 The District shall have the right to take control of the entire Work if it is substantially completed. Whenever the District plans to exercise said right, the Contractor will be notified in writing with a Notice of Beneficial Occupancy and a copy of the punchlist of unfinished work.

5.9.4.3 The Contractor understands that until a Notice of Beneficial Occupancy or Notice of Partial Utilization is issued or plant start up begins, all responsibility for the care and maintenance of all of the Work shall be the responsibility of the Contractor. Upon issuance of any Notice of Beneficial Occupancy or Notice of Partial Utilization the District will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice except for those items included on the accompanying punchlist. The Contractor shall retain full responsibility for the completion of all of the Work, regardless of whether a portion of the Work has been partially occupied or utilized by the District. The Contractor shall not refuse to allow the District to partially utilize or beneficially occupy the Work.

5.9.4.3 The District may follow the provisions of Public Contract Code section 9203 in Beneficial Occupancy or Partial Utilization circumstances or in circumstances where the Contract work is clearly divisible.

5.9.5 QUANTITY UNITS, PAYMENTS AND

MEASUREMENTS

5.9.5.1 Quantity Units. The quantity units, such as tons, square feet, cubic yards and other units listed in the proposal, shall be the basis for payment. All Work to be paid for at the Contract price per unit of measurement will be measured by the Engineer in accordance with United States standard measures.

5.9.5.1.1 The Contractor shall accept the compensation as provided by the Contract unit prices and by measurement and/or Contract lump sum prices as full payment for furnishing all supervision, labor, materials and equipment to perform all Work shown on the plans and specified herein, and for all expenses, loss, damage or risk of every description connected with the prosecution of the Work.

5.9.5.2 Area and Linear Measurements. Unless otherwise indicated on the plans and/or specified in Supplementary Requirements and/or Technical Specification, area and linear measurements of surface or underground improvements shall be made horizontally.

5.9.5.3 Earthwork. Quantity of earthwork within the limits indicated on the plans and/or specified in Supplementary Requirements and/or Technical Specifications may be computed in cubic yards by the method of average end areas and centerline distances. Correction for curvature may not be applied to quantities within the roadway prism as indicated on the cross sections. The Engineer shall make the computation of the quantity by the method which, in its opinion, is best suited to obtain accurate results.

5.9.5.4 Concrete: When payment for concrete is on the basis of cubic yards, it will be measured by certified weighmaster delivery tickets as proscribed by Business and Professions Code section 12700, et seq., or other applicable law. At the discretion of the Engineer, volumes may be verified by measurement of dimensions shown on the plans or such other dimensions as determined by the Engineer.

5.9.5.5 Asphalt Concrete and Cement Treated Base: When payment for asphalt concrete or cement treated base is on the basis of tons and the price includes the cost of placing asphalt concrete or cement treated base as pavement, and the completed pavement exceeds the thickness specified, then the computed weight of

the asphalt concrete or cement treated base in the excess thickness up to but not exceeding one-fourth (1/4) inch, will be included in payment quantity.

5.9.5.6 Weight – Measurements: Weight measurements shall be in pounds or tons consisting of 2,000 pounds avoirdupois. Unless otherwise specified, material paid for by weight shall be weighed on platform scales furnished by the Contractor or on public scales. Scales furnished by the Contractor shall be satisfactory to the Engineer and shall be inspected and sealed by a representative of the State Division of Weights and Measures as often as the Engineer may deem necessary to insure their accuracy. The Contractor shall furnish to the Engineer on the date the materials are delivered to the Project licensed weighmaster's original certified weight tickets for each load.

5.9.5.6.1 If the material is shipped by rail, the car weights will be accepted provided the actual weight only of material will be paid for and not the minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.

5.9.5.6.2 Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as Engineer directs, and each truck shall bear a plainly legible identification mark. Full compensation for all expense involved in measuring and weighing shall be included in the prices bid, and no additional payment will be made therefor.

5.9.5.6.3 Quantities of material wasted or disposed of in a manner not called for under this Contract, or rejected loads of material, including material rejected after it has been placed, material not unloaded from vehicles, material placed outside the plan lines or material remaining on hand after completion of the Work, will not be paid for and such quantities will not be included in the final total measured quantities. No compensation will be allowed for disposing of rejected or excess material.

5.9.5.6.4 Unless otherwise specifically provided, when mineral aggregate, imported borrow or other specified roadway material is being paid for on a weight basis, the weight of material to be paid for will be determined by deducting from the weight of material delivered to the Work, the

weight of water in the material at the time of weighing, in excess of six percent (6%) of the dry weight of the material, except that when the material is to be bituminous treated, deduction will be made for the weight of water in excess of three percent (3%). No compensation or other allowance will be made for the weight of such water deducted. The procedure followed for the determination of water shall be in accordance with the "Standard Method for Determination of Moisture of Volatile Distillates in Bituminous Mixtures" of the American Association of State Highway Officials, Serial Designation T-110-42, with the exception that commercial xylene shall be used as the solvent and the percentage of water shall be expressed on the basis of the dry weight of the material according to the following formula:

$$\% \text{ Water} = \frac{\text{Volume of water in trap in milliliters} \times 100}{\text{Weight of wet samples in grams} - \text{Volume of water in milliliters}}$$

ARTICLE 5.10 – CLAIMS AND DISPUTES

5.10.1 CLAIMS AND DISPUTES

5.10.1.1 Definitions:

5.10.1.1.1 "Dispute" or "claim" means a written demand or written assertion by one of the Contracting parties seeking, as a matter of right, the payment of money in a sum certain, the extension of Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract including, but not limited to, questions or doubts as to the true meaning of the Contract documents should any error, ambiguity or mistake be apparent in the Contract documents including quantity estimates. A claim arising under a Contract, unlike a claim relating to that Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by that claimant. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim or dispute under the Contract. The submissions may be converted to a claim under the Contract by complying with the submission requirements of the Contract documents, if it is disputed either as to liability or amount.

5.10.1.1.2 A claim by the Contractor shall be made in writing and submitted to the District for a written decision. A claim by the District against

the Contractor shall be made in writing.

5.10.1.2 Procedure:

5.10.1.2.1 Mediation. The Contractor and the District shall make a good faith attempt to resolve all claims and disputes that may arise from time to time during the performance of the Work. If the parties are unable to resolve the claim or dispute by direct negotiation or such other procedures as may be agreed upon at a Partnering Workshop or as required by law, and if the claim is not time barred, the parties agree first to attempt to settle the dispute by mediation administered at San Diego, California by the American Arbitration Association under its Construction Industry Mediation Rules, or by such other agreed upon provider.

5.10.1.2.2 Arbitration. If the mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association under its Construction Industry Arbitration Rules, or by such other agreed upon provider, provided however, that any arbitration award shall be non-binding and advisory only. Any resultant agreements shall be documented and may be used as the basis for a Change Order as appropriate.

5.10.1.3 Procedure for Protest of Disputed Work:

5.10.1.3.1 Protect of Disputed Work: If the Contractor considers any Work required of it to be outside the requirements of the Contract, or if it considers any instruction, meaning, requirement, ruling or decision of the District or its representative to be unauthorized pursuant to the Contract, it shall within fourteen (14) calendar days after such demand is made, or instruction given, or receipt of a decision, file a written protest with the District stating clearly and in detail its objections and reasons therefor.

5.10.1.3.2 The Contractor shall promptly comply with the Work required of it even though a written protest has been filed. If a written protest is not issued within fourteen (14) calendar days, said claim shall be time barred and the Contractor's failure to provide such notice or the installation of any such Work without authorization shall be construed as relieving the District of any claim either for added costs or for extensions of time.

5.10.1.3.3 The District will review the Contractor's timely written protest and provide a decision within 45 days. If after reviewing the District's decision, the Contractor still considers the Work required of it to be outside the requirements of the Contract, the Contractor shall notify the District in writing within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty (30) days of receiving the decision, the Contractor shall submit its claim in writing with the documents required as set forth in Subparagraphs 5.10.1.3 and 5.10.1.4, infra. Failure to furnish notification within seven (7) days and all justifying documentation within thirty (30) days shall render the claim time barred and shall constitute a waiver of Contractor's claim.

5.10.1.3.4 Upon receipt of the Contractor's formal claim including all required documentation supporting Contractor's position, the District or its designee will review the issue and within thirty (30) days from receipt of the Contractor's claim render a final determination. In the event the District does not respond, the claim shall be deemed denied.

5.10.1.4 Certification:

5.10.1.4.1 The Contractor shall submit under penalty of perjury with each claim its and each subcontractor's written certification that:

5.10.1.4.1.1 The claim is made in good faith.

5.10.1.4.1.2 Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.

5.10.1.4.1.3 The amount requested accurately reflects the Contract adjustment for which the Contractor believes the District is liable.

5.10.1.4.1.4 If the Contractor is an individual, the certification shall be executed by that individual.

5.10.1.4.1.5 If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

5.10.1.4.1.6 The Contractor understands that if a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution and any other available relief

pursuant to Governmental Code section 12650, et seq.

5.10.1.4.2 Submission of a claim, property certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the District, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.

5.10.1.5 Claim Format:

5.10.1.5.1 The Contractor shall submit the claim justification in the following format:

5.10.1.5.1.1 Summary of claim merit and amount and that Contract provision under which the claim is made.

5.10.1.5.1.2 List of documents relating to the claim:

5.10.1.5.1.2.1 Specifications.

5.10.1.5.1.2.2 Plans.

5.10.1.5.1.2.3 Clarifications/Requests for Information.

5.10.1.5.1.2.4 Schedules.

5.10.1.5.1.2.5 Other.

5.10.1.5.1.3 Chronology of events and correspondence.

5.10.1.5.1.4 Analysis of claim merit.

5.10.1.5.1.5 Analysis of claim cost.

5.10.1.5.1.6 Analysis of schedule delays.

5.10.1.5.1.7 Cover letter and certification.

5.10.1.5.1.8 Attachments:

5.10.1.5.1.8.1 Specifications.

5.10.1.5.1.8.2 Plans.

5.10.1.5.1.8.3 Clarifications/Requests for Information.

5.10.1.5.1.8.4 Correspondence.

5.10.1.5.1.8.5 Schedules (all schedules relating to delays must be in a critical path method

indicating the cause and occurrence of the delay. No other type of schedule will be accepted).

5.10.1.5.1.8.6 Other.

5.10.2 CONSTRUCTION CLAIMS LESS THAN \$375,000

5.10.2.1 Construction Claims:

5.10.2.1.1 These provisions are included in this Contract as required by the California Public Contract Code:

5.10.2.1.1.1 This section applies to all public work claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) or less which arise between a Contractor and the District.

5.10.2.1.1.2 "Claim" means a separate demand by the Contractor for: (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by the District.

5.10.2.1.2 For any claim filed under this section, the following requirements apply:

5.10.2.1.2.1 The claim shall be in writing and include the documents necessary to substantiate the claim as defined in Section 5.10.1.4. Claims must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

5.10.2.1.2.2 For claims of less than Fifty Thousand Dollars (\$50,000.00) the District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further

documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

5.10.2.1.2.3 For claims of over Fifty Thousand Dollars (\$50,000.00) and less than or equal to Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

5.10.2.1.2.4 If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

5.10.2.1.2.5 If following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subparagraph 5.10.2.1.2.1, above until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer progress.

5.10.2.1.2.6 The proceeding sections do not apply to non-Contract claims and do not effect any applicable time periods for filing such claims.

5.10.2.2 Unless this Contract provides otherwise, all claims, counter-claims, disputes and other matters in question between the District and the Contractor arising out of or relating to this Contract or its breach shall be decided in a court of competent jurisdiction within the County of San Diego in the State of California and shall be governed by the laws of the State of California.

ARTICLE 5.11 – TERMINATION OR SUSPENSION OF THE CONTRACT

5.11.1 TERMINATION OR SUSPENSION FOR CAUSE

5.11.1.1 If the Contractor fails to begin the delivery of the material, to commence Work as provided in the Contract, to make delivery of material promptly as ordered, to maintain the rate of delivery of material or progress of the Work in such a manner as in the opinion of the Engineer will insure a full compliance with the Contract Time, files for bankruptcy protection, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the Contract in their true intent and meaning or persistently disregard laws, ordinances, Contract terms or rules or regulations or orders of a public authority having jurisdiction, persistently fails to timely pay its subcontractors, materialmen, or suppliers as required by law or otherwise has breached a provision of the Contract documents, written notice will be served on the Contractor to provide satisfactory compliance with the Contract within a specified time period. In the event Contractor neglects or refuses to comply with such notice, the Engineer may with the written consent of the Executive Director and consent of the Board evidenced by resolution, terminate the operation of all or any part of the Contract, or the Engineer may in its discretion after such notice, at the expense and for the account of the Contractor, cause to be performed any part of the Work, or purchase any or all of the material included in the Contract or required for its completion, without terminating the Contract.

5.11.1.2 If the Contractor is debarred by the Board pursuant to District ordinance, this Contract and any other existing Contract by and between the District and the Contractor shall be terminated. Notwithstanding the foregoing, the

Board may continue this Contract, and any other existing Contract, upon advice from the Executive Director as to the effect of termination of this Contract.

5.11.1.3 Upon termination, the Engineer may, at its discretion, take possession of all or any part of the machinery, tools, appliances, material and supplies used in the Work covered by the Contract or that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the District or by other parties for it, in the completion of the Work suspended; or the District may employ other parties to perform the Work or may substitute other machinery or material or purchase the materials contracted for in such manner as it may deem proper or hire such force and buy such machinery, tools, appliances, materials and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the Work. When the District terminates the Contract for cause, the Contractor shall not receive future payments until the Work is completed. Any cost to the District in excess of the Contract arising from the suspension of the Contract, or from Work performed or purchases made by the District either before or after suspension and required on account of the failure of the Contractor to comply with this Contract or other orders of the Engineer issued in pursuance thereof, and any costs incurred by the District in locating and/or Contracting with a replacement Contractor, shall be charged to the Contractor and its sureties, who shall be liable therefor. The Contractor shall maintain all insurance required by the Contract as if the Contract had been satisfactorily completed and accepted by the District.

5.11.1.4 A special lien to secure the claims of the District in the event of termination for cause of the Contract is hereby created against any property of the Contractor taken into the possession of the District under the terms hereof, and such lien may be enforced by a sale of such property under the direction of the Board and the proceeds of the sale, after deducting all expenses thereof, and connected therewith, shall be credited to the Contractor. If the net credits shall be in excess of the claims of the District against the Contractor, the balance will be paid to the Contractor or its legal representatives.

5.11.1.5 The Contractor shall not make any

disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the Work, either by sale, conveyance or encumbrance, inconsistent with the special lien of the District expressly created by this Contract.

5.11.1.6 The decision of the Engineer, when approved by the Executive Director and by the Board evidenced by resolution, shall be final and binding upon both parties. In the event it is determined that cause did not exist for termination pursuant to these provisions, the termination shall be without further notice considered termination for convenience. Suspension of the Contract or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the Work covered by the Contract or the suspended portions thereof. The provisions of the Contract permitting the District to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes, and all other stipulations of the Contract except those giving the Contractor the right to proceed with Work on the item covered by the suspension, shall be and remain in full force and effect after such suspension and until the Contract shall have been completed and final payment or final adjustment of account made.

5.11.2 TERMINATION OR SUSPENSION FOR CONVENIENCE. The District may, without cause, order the Contractor in writing to suspend, interrupt or terminate performance of the Work in whole or in part for such period of time as the District may determine. An adjustment may be made for an increase in the cost of performance of the Contract including profit on the increased cost of performance, if any, caused by any such suspension or interruption or termination. An equitable adjustment may be made of the price or prices specified in the Contract relating to the portion of the Work not suspended, interrupted or terminated by the notice of suspension, interruption or termination. No adjustment shall be made to the extent:

5.11.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

5.11.2.2 An equitable adjustment is made or denied under another provision of this Contract.

5.11.3 EFFECT OF SUSPENSION, INTERRUPTION OR TERMINATION FOR CAUSE OF CONVENIENCE

5.11.3.1 Any such suspension, interruption or termination for cause or convenience shall be effected by delivery to the Contractor of a written notice of suspension, interruption or termination specifying the extent to which performance of Work under the Contract is suspended, interrupted or terminated and the date upon which such suspension, interruption or termination becomes effective. After receipt of the notice of suspension, interruption or termination and except as otherwise directed by the District, the Contractor shall:

5.11.3.1.1 Stop Work under the Contract on the date and to the extent specified in the notice of suspension, interruption or termination;

5.11.3.1.2 Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the Contract which is not suspended, interrupted or terminated;

5.11.3.1.3 Place no further equipment at the Project except as necessary to complete the portion of the Work under the Contract which is not suspended, interrupted or terminated;

5.11.3.1.4 Terminate all orders or subcontracts to the extent they relate to the performance of Work suspended, interrupted or terminated by the notice of suspension, interruption or termination;

5.11.3.1.5 Assign to the District in the manner, at the times, and to the extent directed by the District, all the right, title and interest of the Contractor under the orders and subcontracts so suspended, interrupted or terminated. The District shall have the right, in its discretion, to settle or pay any or all claims arising out of the suspension, interruption or termination of such orders and subcontracts;

5.11.3.1.6 Settle all outstanding liabilities and all claims arising out of such suspension, interruption or termination of orders and subcontracts, with the approval or ratification of the Board to the extent the Board may so require. The Board's approval or ratification shall be final for all purposes of this clause;

5.11.3.1.7 Transfer title to the District, and deliver

in the manner, at the times, and to the extent, if directed by the District, the fabricated or unfabricated parts, work in process, completed Work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of suspension, interruption or termination, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District;

5.11.3.1.8 Use its best efforts to sell, in the manner, at the times, and to the extent, and at the price or prices that the District direct or authorized, any property of the types previously referred to herein, but the Contractor shall not be required to extend credit to any purchaser and may acquire any such property under the conditions prescribed and at a price or prices approved by the District. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct;

5.11.3.1.9 Complete performance of such part of the Work as shall not have been suspended, interrupted or terminated by the notice of suspension, interruption or termination;

5.11.3.1.10 Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest;

5.11.3.1.11 The Contractor shall maintain the Work site and provide such ingress and egress for local resident or tenants or the public as may be necessary during the period of suspended work or until the Contract has been declared terminated; and

5.11.3.1.12 Maintain all required insurance as if the Contract had been satisfactorily performed and accepted by the District.

5.11.3.2 After receipt of the notice of suspension, interruption or termination, the Contractor shall submit to the District a certified suspension, interruption or termination claim. Such claim shall be submitted promptly but in no event later than

ninety (90) days from the effective date of the notice of suspension, interruption or termination. If the Contractor fails to submit a suspension, interruption or termination claim at any time after such ninety (90) day period, the District may determine, on the basis of information available to it, the amount, if any, due to the Contractor. The District shall then pay to the Contractor the amount so determined.

5.11.3.3 After receipt of a certified claim, the District and the Contractor may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial suspension, interruption or termination of the Contract. The amount may include a reasonable allowance for profit on Work performed. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not suspended, interrupted or terminated and any claims the District may have against the Contractor. Nothing in Subparagraph 5.11.3.5 of this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

5.11.3.4 After receipt of a certified claim, if the Contractor and District fail to agree on the amounts to be paid to the Contractor, the District shall determine, on the basis of the information available to it the amount, if any, due to the Contractor by reason of the suspension, interruption or termination and shall pay the Contractor the amount which shall be determined as follows:

5.11.3.4.1 For all work specified in the Contract which is performed before the effective date of the notice of suspension, interruption or termination, the total of:

5.11.3.4.1.1 The reasonable cost to the Contractor, without profit, for all Contract Work performed prior to the notice of suspension, interruption or termination, including the Work done to secure the project for termination. In determining the reasonable cost, the District may utilize the schedule of values, Contract unit prices, Contract lump sum, the percentage of Work completed and any other method available to it. For purposes of determining reasonable costs, deductions will be made for the cost of

materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the Work. When in the opinion of the District the cost of an item of Work is unreasonably high, the reasonable cost to be allowed will be the estimated reasonable cost of performing such Work in compliance with the requirements of the plans and specifications and excessive actual cost shall be disallowed.

5.11.3.4.1.2 Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of ten percent (10%) of direct costs of such Work.

5.11.3.4.1.3 A reasonable allowance for profit on the cost of the Work performed as determined under Subparagraph 5.11.3.4.1.1 provided the Contractor established to the satisfaction of the District that it would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of the cost of the Work completed.

5.11.3.4.1.4 The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District or otherwise disposed of as directed by the District.

5.11.3.5 In no event shall the District be liable for costs incurred by the Contractor or any of its subcontractors after receipt of a notice of suspension, interruption or termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Contract post-suspension, post-interruption or post-termination, employee salaries, administrative expenses, overhead or unabsorbed overhead, the costs of preparing and submitting the bid, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under this subparagraph of this section.

***** END OF SECTION *****

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SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A This section provides a summary of the Work described in the Contract Plans and Specifications. This summary is a brief description of the Work and the requirements for executing the Work. This information is supplemented by the information contained in the Contract Plans and Specifications and by any regulations, codes, certifications, notices, etc. that may be enforced or required by jurisdictions that have authority over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 13 00 - SUPPLEMENTARY REQUIREMENTS
 2. SECTION 01 14 00 - WORK RESTRICTIONS
 3. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 4. SECTION 01 41 00 - REGULATORY REQUIREMENTS

1.3 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A The Work Includes
1. In accordance with Contract Documents, the Contractor shall furnish all labor, materials, equipment, supplies, transportation, and disposal as necessary to complete the construction of CST Staging Lot Improvements at 1550 W Palm St, San Diego, California.
 2. The work shall include, but not limited to the following as shown on the Plans Drawing No. HI-2024-01 and as described in these Specifications No. 2024-20 of the San Diego Unified Port District.
 - a. This Base Bid schedule includes restriping and other improvements to an existing staging lot to accommodate cruise terminal truck staging and screening. In addition to restriping, the scope of work includes selective demolition, concrete pavement, asphalt pavement, a Type A ADA concrete ramp, new gate installation and procurement of two (2) security booths.
 - b. Additive Bid Schedule B includes the purchase and installation of a 4' x 6' security booth.
 - c. Additive Bid Schedule C includes the purchase and installation of a 6' x 8' security booth.
 3. It is intended that the Work be completed in every respect under the Contract Document, and such items or details not mentioned above or not included in the

Bid Schedule that are required by the Contract Documents shall be furnished, performed, placed, constructed, or installed by the Contractor.

1.4 CONTRACT INFORMATION

A Type of Contract

1. Project will be constructed under a single prime contract.

B Contractor License Information

1. State of California Class A, General Engineering Contractor or C-32, Parking and Highway Improvement Contractor License, in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California.

C Small Business Enterprise (SBE) Goal

1. The District has set a goal of five percent (5%) of the total dollar value of the prime Contract to small business (SBE) concerns. A bidder can meet this goal by being an SBE prime or through the use of SBE subparticipants. See detailed Specifications in Section 01 13 00 - SUPPLEMENTARY REQUIREMENTS.

1.5 PROJECT INFORMATION

A Contract Document Specifications and Drawings

1. Project Title: CST Staging Lot Improvements at 1550 W Palm St
2. Project Location: 1550 W Palm St, San Diego, California
3. Specification No: 2024-20
 - a. Division 01 General Requirements: Requirements of Section in Division 01 apply to the Work of all Sections in the Specifications.
 - b. Specification Requirements: Specification requirements are to be performed by Contractor unless specifically stated otherwise.
4. Drawing Number: HI-2024-01
 - a. Drawing Coordination: Requirements for materials and products identified on Contract Drawings are described in detail in the Specifications.
 - b. Drawing Convention: Given dimensions shall be followed in preference to scaled dimensions in all cases. It is the intention of the drawing to convey the impression that all parts of the work to be done shall be complete in every detail, regardless of an omission thereon to name or show fully any element or part. The Contractor shall report any error, omission, or inconsistency in the drawings and/or specifications before commencing work.
 - c. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - d. Abbreviations: Materials and products are identified by abbreviations scheduled on Contract Drawings.

- e. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this document.

1.6 CONTRACT TIME LIMITS AND LIQUIDATED DAMAGES

A Commencement of Work

1. Contractor shall commence work under this Contract within seven (7) calendar days of the issuance of the Notice to Proceed (NTP) or on the date specified within the Notice to Proceed and the project shall be completed within 60 **calendar days** from that date, including Saturdays, Sundays and District Holidays.

B Liquidated Damages

1. Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as provided in Article 5.8.2, "LIQUIDATED DAMAGES", of the General Conditions. In determining the number of days this Contract, or portions thereof, remains incomplete, the completion date shall be as defined in Article 5.1.2.1.8.

1.7 OWNER INFORMATION

A District: San Diego Unified Port District

1. Mailing Address

San Diego Unified Port District
Engineering-Construction Department
P.O. Box 120488
San Diego, CA 92112-0488

2. Hand or Courier Delivery Address

San Diego Unified Port District
Engineering-Construction Department
3165 Pacific Highway
San Diego, CA 92101-1128

3. District's Engineer

Ernesto Medina
Chief Engineer
Tel No: (619) 686-7229
Email: emedina@portofsandiego.org

4. District's Project Manager:

Hector Arias
Associate Engineer
Tel No: (619) 643-1445
Email: harias@portofsandiego.org

5. District's Construction Manager

Pierce Hardin
 Assistant Engineer
 Tel No: (619) 643-4597
 Email:phardin@portofsandiego.org

B Engineer's Consultants: The Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents.

1. Civil Engineer

RICK Engineering
 Salvador Galvan
 (619) 688-1487
 5620 Friars Road, San Diego, CA 92110

C Project Management Documentation & Administration:

1. The District reserves the right to utilize an online cloud-based project management system. Virtual Project Manager (VPM) allows for paperless documentation and project administration. For more information, go to www.new.virtual-pm.com.

- a. See Section 01 33 00 - SUBMITTAL PROCEDURES and Section 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION for requirements for administering and using VPM.

D Labor Compliance Documentation

1. The District reserves the right to utilize an online cloud-based Labor Compliance System. LCPtracker allows for weekly submittal of certified payrolls and related labor compliance documentation. LCPtracker is available to Contractor involved with the project using the internet. For more information, go to www.lcptracker.com.

- a. See Section 01 33 00 - SUBMITTAL PROCEDURES for requirements for administering and using LCPtracker.

1.8 WORK RESTRICTIONS AND REGULATIONS

A Work Restriction, General: Comply with restrictions to construction operations listed in this Section, Section 01 13 00, Section 01 14 00, Section 01 41 00, and in other portions of the Contract Documents.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
2. Comply with all local, state, and federal requirements for the disposal of materials and debris. The Contractor shall provide valid documentation, when requested by the Engineer, to demonstrate the disposal of materials and debris is in compliance with local, state, and federal requirements.

- B On-Site Work Hours: Limit work in staging lot to normal business working hours of 7:00 AM to 3:30 PM, Monday through Friday, unless otherwise indicated.
 - C Weekend Hours: 7:00 am to 3:30 pm, or as approved by the Engineer..
 - 1. Early Morning Hours: shall be allowed upon approval by the Engineer.
 - 2. Hours for Utility Shutdowns: shall be coordinated with the Construction Manager..
 - D Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by District or tenants unless permitted under the following conditions and only after providing temporary utility services according to requirements indicated.
 - 1. Notify District's Construction Manager not less than seventy-two (72) hours in advance of proposed disruptive operations.
 - 2. Obtain District's Construction Manager written permission before proceeding with utility interruptions.
 - E Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruptions to the District or Public.
 - 1. Notify District's Construction Manager not less than **seventy-two (72) hours** in advance of proposed disruptive operations.
 - 2. Obtain District's Construction Manager written permission before proceeding with utility interruptions.
 - F Smoking: Smoking is not permitted within buildings or within twenty (20) feet (6 m) of entrances, operable windows, or outdoor-air intakes.
 - G Controlled Substances: Use of controlled substances on Project site is not permitted.
- 1.9 ACCESS TO SITE**
- A General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 13 00 SUPPLEMENTARY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A This section describes the supplementary requirements for the Work. Information provided in this section may be addressed in further detail elsewhere in the Specifications. These requirements are in addition to those appearing elsewhere in the Specifications.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 14 00 - WORK RESTRICTIONS
 2. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 3. SECTION 01 41 00 - REGULATORY REQUIREMENTS
 4. SECTION 01 50 13 - TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

1.3 COMMUNICATIONS REGARDING THE WORK

- A Authorization: No directions or information regarding the Work shall have a contractual effect unless directed to the Contractor and authorized by the District. Afterwards, all communications shall be addressed to the Construction Manager, or alternate District Representative determined by the Construction Manager, and mailed to:
- San Diego Unified Port District
Engineering-Construction Department
P.O. Box 120488
San Diego, CA 92112-0488
- B Prioritization: The Contractor shall prioritize all communications regarding the Work that require a response by the District. The Contractor shall initiate all communications regarding work as far in advance as is practical to permit timely District response.
- C Standard Communication Forms: **Appendix A** contains standard communication forms that shall be used by the Contractor in communications regarding the Work unless otherwise directed by the District. The Contractor shall fill in all information required by the forms. If a space on the forms calls for information that is not applicable to the specific communication involved, the Contractor shall fill in "None," or "N/A," or other similar comment. If additional information is required beyond that called for on the forms, it shall be provided by the Contractor as an attachment to the form.

1.4 DISTRICT REVIEW TIME

- A Contractor shall allow the following review time periods:
1. Requests for Information (RFI's): Seven (7) calendar days unless stated otherwise in the Contractor Documents.
 2. Storm Water Pollution Prevention Plan (SWPPP): Thirty (30) calendar days. Resubmittals shall be allowed the same for review as the time permitted for the initial submittal.
 3. Construction Best Management Practices (BMP) Plan: Fourteen (14) calendar days. Resubmittals shall be allowed the same for review as the time permitted for the initial submittal.
 4. Submittals: Twenty-one (21) calendar days unless stated otherwise in the Contract Documents. Resubmittals shall be allowed the same for review as the time permitted for the initial submittal.
 5. Substitution Requests: Fourteen (14) calendar days unless stated otherwise in the Contract Documents.
 6. Other Requests: Fourteen (14) calendar days unless stated otherwise in the Contract Documents.

1.5 PROTECT AND MAINTAIN EXISTING FACILITIES

- A Contractor shall protect and maintain all the existing facilities within the project limit. The facilities include, but not limited to, fencing, pavement, curbs, light poles, landscaping, and utilities.

1.6 EXISTING UTILITIES, IMPROVEMENTS AND OBSTRUCTIONS

- A Known existing utilities, improvements have been located with as much care as possible with the aid of office records. However, the District assumes no responsibility as to their exact location. Contractor shall take measures necessary to protect existing utilities and improvements. Any damages on existing utilities and improvements not included for demolition shall be repaired and or restored by the Contractor without cost to the District.
- B Contractor is directed to and shall comply with Section 4216 et seq of the California Government Code, and Article 5.3.16, "EXISTING UTILITIES, IMPROVEMENTS AND OBSTRUCTIONS" of the General Conditions of this Contract and this Section
- C Contractor shall contact Underground Service Alert of Southern California (DigAlert) at least two (2) working days prior to beginning any digging or excavation work.
- D Underground utilities shall be marked in accordance with the APWA Uniform Color Code for Marking Underground Utilities as referenced below.
1. <https://www3.apwa.net/content/library/colorcc.pdf>

1.7 CLEANUP

- A Throughout all phases of construction and until final acceptance of the specified Contract Work, Contractor shall keep the pavement surfaces and project site clean and free from rubbish, debris, gravel, and other loose materials generated by contractor operations. In addition to the requirements contained in the section, the following requirements shall also apply:
1. Contractor shall provide the necessary personnel, equipment, and materials needed to maintain cleanliness. Conduct daily inspections to verify that requirements of cleanliness are being met.
 2. Use cleaning materials and equipment, which are compatible with the surfaces being cleaned. Such cleaning materials and equipment shall be approved by the Engineer. The Contractor shall use broom and vacuum cleaner to remove gravel and other loose materials generated by the Contractor operations to keep job site surfaces clean. The District reserves the right to withhold approval of payment requests for failure on the part of the Contractor to regularly clean the project site in conformance with the requirements of this section. The District also reserves the right to clean any work areas that have not been acceptably cleaned by the Contractor and charge the Contractor for the District's cleaning costs.
- B Upon completion of Work, and prior to final acceptance, the Contractor shall remove from the vicinity of work and dispose of off Tidelands all surplus materials and equipment used by the operations, and completes all the cleaning and removal of rubbish and debris.
- C The Contractor shall submit documentation to demonstrate the disposal site for all materials, equipment and debris is in compliance with all federal, state, and local regulations.

1.8 WARRANTIES

- A General.
1. Refer to Article 5.3.6 "GUARANTEE " of the General Conditions for additional information.
 2. All Warranties including standard one year warranty shall start at date of Final Completion of the Contract, or when work of an area is substantially completed, accepted and taken over for use by the District. Ensure that all warranties comply with this stipulation prior to submission of same.
 3. The District shall give prompt notice in writing to the Contractor of any defects noted during the warranty periods(s) promptly requesting Contractor to remedy such defects.
 4. During the month prior to the end of the standard one year warranty period, the District and the Contractor, shall conduct an inspection of the project, the Contractor shall promptly remedy any defects due to faulty materials or workmanship.

5. At the expiration of the standard one year warranty period the Contractor shall formally submit to the District all extended warranties given by Subcontractors for their work on the project and such Subcontractors for their work on the project and such Subcontractors shall be formally advised of the assignment.

1.9 EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS (WITH SBE GOAL)

- A Bidders should be fully informed regarding the Equal Opportunity Contracting Requirements. In order to be considered a responsive bidder, the bid must either meet the Small Business Enterprise (SBE) participation goal established for this Contract in accordance with Section E or comply with the good faith efforts requirements in accordance with Section F. Award of the Contract will be conditioned upon meeting the Equal Opportunity Contracting Requirements.
- B Board of Port Commissioners Policy No. 359: Equal Opportunity Contracting - Policy Statement
 1. It is the policy of the San Diego Unified Port District (District) that all businesses be provided equal opportunity to participate in the performance of District contracting and leasing opportunities; and to ensure that workers on public works projects of one thousand dollars (\$1,000) or more are paid the general prevailing rate of per diem wages for regular, holiday, and overtime work as provided by California Labor Code Section 1771.
 2. The District is committed to take all necessary and reasonable steps to increase its utilization of small businesses for a positive economic impact to the region. District policy prohibits discrimination against any person because of age (over 40), ancestry, color, disability (mental and physical), gender (including identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the person's sex at birth), marital status, medical condition, military status, national origin, pregnancy, race, religion, sexual orientation, genetic information, or veteran status, in the award or performance of District contracts or leases.
 3. The District will create a level playing field on which small businesses can compete fairly for District contracts. This policy will help remove barriers to the participation of small businesses in District contracts and assist in the development of firms to compete successfully in the marketplace outside the District's Equal Opportunity Contracting Program.
- C SBE Program
 1. SBE eligibility is based on economic size standards determined by number of employees or gross receipts and varies by industry. The District recognizes both federal and State of California size standards.
 2. The District utilizes external resources to confirm status of SBE bidders and SBE subparticipants. The information is maintained and updated by those external resources and their registered clients. Businesses that are registered by those external resources claim they meet the applicable federal or State of California

size standards in their industry to qualify as a small business for each such resource in which they are listed.

3. The District does not control or guarantee the accuracy or completeness of the external resource's information.
4. Questions or challenges regarding a small business size or industry must be addressed with the external resource.

D SBE Certification

1. In order for credit to be allowed toward an SBE goal, an SBE must be certified as of the date of bid opening.
2. SBE participation may be as a prime, subcontractor, material supplier or wholesaler, trucker, partner, joint venture, or broker.
3. In order for credit to be allowed toward an SBE goal, an SBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work; and must carry its responsibility by performing, managing, or supervising the work.
4. Credit will be based on the dollar amount of the SBE award for this project and the industry that the SBE is certified under.
5. For example, an SBE certified as a broker will only count their broker fee towards the SBE goal. Additionally, for a partnership or joint venture with an SBE, credit would only be the SBE dollar value of the SBE partner or joint venturer, unless the partnership or joint venture is certified as an SBE.
6. An SBE qualifies as such, in their designated industry by any of the following methods:
 - a. Being certified as a Disadvantaged Business Enterprise (DBE) by the State of California Department of Transportation (CALTRANS)
 - b. Being certified by the U.S. Small Business Administration and registered as such in the System for Award Management (SAM) database or the Dynamic Small Business Search database
 - c. Being certified by the California Department of General Services (DGS) small business database
 - d. Being certified by a government agency using size standards no greater than the higher of the federal or State of California criteria for the relevant industry.
7. The District and the bidder will count toward the SBE goal 100 percent of expenditures for materials and supplies required under a Contract and obtained from an SBE regular dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business.

- a. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase, and sale of the products in question. Brokers and packagers will not be regarded as regular dealers under the District's SBE Plan.
- 8. The District and its bidders will count toward the SBE goal 100 percent of such expenditures obtained from an SBE manufacturer.
 - a. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by a contractor. Brokers or packagers will not be regarded as manufacturers.
- 9. Credit for trucking by SBEs may be credited toward goal achievement if the fees charged for the services required on the job site when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies. Credit for trucking will be the amount paid to the truckers.

E SBE Goal

- 1. The bidder must satisfy the SBE Requirements for this Contract by meeting the SBE Goal set forth in accordance with this Section or by meeting the good faith efforts requirements in the following Section F.
- 2. The District has set a goal of **5 percent** of the total dollar value of the prime Contract to small business (SBE) concerns. A bidder can meet this goal by being an SBE prime or through use of SBE subparticipants.
- 3. If the bidder for this solicitation qualifies as an SBE, the Contract goal shall be deemed to have been met.
- 4. All bidders must complete the SBE Subparticipant Form and submit it electronically prior to the bid deadline with their SBE participants. The following information concerning an SBE is required: (1) the name and address of each SBE; (2) a description of the work to be performed by each SBE; and (3) the dollar value of the work of the SBE.
- 5. The SBE Subparticipant Form shall be completed and then **submitted with the original Bid Proposal Package**.
- 6. The completion of the SBE Subparticipant Form in no way relieves the Contractor of the requirements of California State Law to list required subcontractors at the time of bidding on the Subcontractor Listing Information Form pursuant to the California Subletting and Subcontracting Fair Practices Act
- 7. Additionally, nothing herein is intended to allow any change or addition to the information provided on the Subcontractor Listing Information Form.

F Good Faith Efforts

- 1. The bidder must satisfy the SBE Requirements for this Contract by meeting the good faith efforts requirements in this Section or meeting the SBE Goal set forth in accordance with Section E above. Bidders relying on good faith efforts to

meet the SBE requirements shall submit information and documentation of the actions taken to actively and aggressively achieve the SBE goal in accordance with this Section F at the time it is required to submit its original Bid Proposal Package. Only actions taken prior to submission of the electronic bid may count towards good faith efforts.

2. **Good faith efforts must be specific to each Contract opportunity. Activities related to multiple projects or general efforts will not count.**
3. The District will determine whether a good faith effort was made in compliance with the following requirements. In order for a bidder to meet the SBE requirements for this Contract based on good faith efforts, a bidder must comply with which **each** subsection a through e:
 - a. The bidder must have accomplished one or more of the following below (1, 2, or 3), documentation shall include verification of pre-bid attendance or verification of advertisement, and/or verification of contact with community organizations such as telephone records, fax, or email transmittal.
 - 1) Attended any pre-solicitation or pre-bid meetings to inform contractors of Equal Opportunity Contracting Requirements,
 - 2) Advertised in general circulation, trade association, and minority-focused media soliciting bids, including SBEs, for this contract opportunity,
 - 3) Effectively used the services of available community organizations; contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.
 - b. The bidder must have accomplished one or more of the following below (1, 2, 3 or 4), documentation shall include verification of any of the actions such as listed areas of subcontracted work along with verification of telephone records, fax, or email transmittal, and other confirming documents.
 - 1) Selected portions of the work to be performed by subcontractors in order to increase the likelihood of meeting the SBE Goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate subcontractor participation),
 - 2) Provided interested businesses with adequate information about the plans, specifications, and requirements of the Contract,
 - 3) Made efforts to assist interested businesses in obtaining bonding, lines of credit, or insurance required by the District or contractor; and,
 - 4) Made efforts in establishing delivery schedules, where the requirement permits, which encourage participation by small businesses.

- c. The bidder must have provided written notice to at least three (3) businesses in each subcontracted portion of work, or can demonstrate that none exist, and that their interest in the Contract was solicited with five (5) days to allow the businesses to participate effectively.
- d. The bidder must have followed up on initial solicitations of interest prior to three (3) days before bid opening by contacting businesses to determine with certainty whether the SBEs were interested.
- e. The bidder must have negotiated in good faith with interested businesses, not rejecting businesses as unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. In order to count, good faith efforts must be those that could reasonably be expected to result in goal attainment by a bidder who aggressively and actively seeks to obtain SBE participation.
- g. The District will make a determination of compliance by confirming that bidder met the requirements of a through e above based on information submitted by bidder with its original Bid Proposal Package. The District may request additional information and conduct follow up to confirm any claimed good faith efforts.

G Substitution of an SBE

- 1. If after submission of electronic bids or award of Contract, it is determined that a claimed SBE subparticipant is unable to perform the Contract successfully, the prime contractor must make good faith efforts to replace that SBE subparticipant with another SBE. This is separate from any requirements under the California Subletting and Subcontracting Fair Practices Act and any provisions of the Contract and Specification relating to subcontractors which must still be complied with.
- 2. Any substitutions of an SBE during Contract performance requires consent and approval of the District. In these instances, the District reviews good faith efforts made to replace SBEs with another SBE and verifies the eligibility of the substitute firm.

H Resources

- 1. The District's Equal Opportunity Contracting Information is provided for you on our website, www.portofsandiego.org. Click on "About the Port", which takes you to the "Doing Business" page. Click on "View Equal Opportunity Contracting Program" which contains websites that will provide you with small business subparticipants to contact in your good faith efforts for sub-contracting opportunities on specific work categories pertaining to this project, a list of Outreach Organization's and Good Faith Effort Documentation forms.
- 2. If you do not have access to the Internet, please contact Equal Opportunity Contracting at (619) 686-7245.

I Equal Employment Opportunity Program Information

01 13 00

1. As prescribed under BPC Policy No. 358, the District requires all service providers, vendor, contractors and lessees to comply with all applicable Federal, State, and local law or regulation relating to equal employment opportunity and nondiscrimination, including any such law, regulation, and policy hereinafter enacted for the promotion of equal employment opportunities and nondiscrimination.
2. Questions regarding the Equal Opportunity Program Requirements of this opportunity should be directed to:

Shirley Parsons

Manager - Diversity, Equity, & Inclusion

Phone: (619) 686-7245, Fax: (619) 686-6408

E-mail: sparsons@portofsandiego.org

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00 WORK RESTRICTIONS

PART 1 GENERAL

1.1 SUMMARY

- A This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 13 00 - SUPPLEMENTARY REQUIREMENTS
 2. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 3. SECTION 01 35 23 - OWNER SAFETY REQUIREMENTS
 4. SECTION 01 41 00 - REGULATORY REQUIREMENTS
 5. SECTION 01 50 13 - TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

1.3 WORKING HOURS, HOLIDAYS AND OTHER LIMITS

- A Work or activity of any kind shall be limited to the hours **from 7:00 AM to 3:30 PM, Monday through Friday**, unless otherwise approved by the Engineer.
1. Construction trucks hauling sediment or materials to or from the Project site shall not occur between the AM peak hours of 7:00 a.m. and 9:00 a.m., and shall be limited to no more than five (5) loads per hour during the PM hours of 4:00 p.m. and 6:00 p.m.
- B Work in excess of eight (8) hours per day, on Saturdays, on Sundays, or on District Holidays (except emergency work) must be approved by the Engineer and shall be scheduled at least **seventy-two (72) hours** in advance with the Engineer. Contractor shall allow ample time to enable Engineer to make satisfactory arrangements for inspection of work in progress.
- C District Holidays are:
- New Year's Day
 - Martin Luther King Day (3rd Monday in January)
 - President's Day (3rd Monday in February)
 - Cesar Chavez's Birthday (March 31)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19th)

Independence Day

Labor Day (1st Monday in September)

Veteran's Day

Thanksgiving Day and following Friday

Christmas Eve

Christmas Day

New Year's Eve

- D Demolition and Removal: All materials and equipment removed or demolished during the Contract work shall be removed from the site and properly disposed of off of Tidelands.
- E Hauling. Construction trucks hauling sediment or materials to or from the Project site shall not occur between the AM peak hours of 7:00 a.m. and 9:00 a.m., and shall be limited to no more than five (5) loads per hour during the PM hours of 4:00 p.m. and 6:00 p.m.
- F Truck transport/disposal operations will not be allowed to idle on site for more than five (5) minutes.

1.4 COST OF OVERTIME CONSTRUCTION INSPECTION

- A Overtime construction work performed at the option of, for the convenience of, or due to negligence of the Contractor will be inspected by the District at the expense of the Contractor or for the convenience of the Contractor will be inspected by the District at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or District Holidays, the charges will be as shown in the following schedule:
 - 1. District Inspection: \$187.50/hour
- B There will be no charges for the inspection of overtime work ordered by the Engineer or required by the Specifications.

1.5 CONTRACTOR'S WORK PLAN

- A The Contractor has the responsibility of determining an overall sequence of pre-construction and construction/remediation activities, provided that it meets the requirements set forth in this section, other sections and the drawings for this project.
- B The Contractor shall submit an overall Work Plan to the Engineer for approval. This plan shall address the general order of work as well as the overall approach as applies to the entire facility. The Contractor shall be responsible for incorporating into the Work Plan all procedures and steps necessary in order to accomplish the work within the contract timeline. In addition, this plan shall summarize the proposed methodology for performing various phases of the work. It shall describe possible equipment and personnel to be used, general sequencing of the work activities, the use of the site for staging, stockpiling and other activities, and security.

1.6 CHANGES TO THE WORK

- A Changes to the Work will be set forth in written Contract Change Orders that specify the Work to be done or change to be made, and the payment to be made or credit to be taken and the adjustment of time, if any. Attention is directed to Article 5.7.1, "CHANGES AND EXTRA WORK", of the General Conditions.
- B A copy of the District's standard Contract Change Order Request form is included in **Appendix A.**

1.7 CONTRACTORS USE OF PREMISES

- A Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.
- B Contractor shall protect existing improvements during the construction period and shall minimize any noises and repair all damage caused by Contractor operations. Contractor shall schedule deliveries of equipment and materials before or after District hours to minimize disruption or normal District activities.

1.8 CONTRACTOR COORDINATION WITH OTHERS

- A Other Contractors: Contractor shall cooperate with all other contractors and other forces within or adjacent to the limits of the Contract Work to the end that delay or hindrance to their work will be avoided.
- B District: Contractor shall coordinate the construction activities with District. The District's Construction Inspector and Construction Manager will be available to assist with coordination efforts.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)****END OF SECTION**

SECTION 01 27 00 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- A This section defines the bid schedule, and describes measurement and payment provisions for each of the bid items.
 - 1. Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidental appurtenances to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
 - 2. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 - 1. GENERAL CONDITIONS, ARTICLE 5.9 - PAYMENTS AND COMPLETION
 - 2. DIVISION 01 and other related Specification Sections
 - 3. BID SCHEDULE

1.3 BASE BID SCHEDULE A - BID ITEM 1 – GENERAL CONSTRUCTION

- A No unit measurement shall be made for this item.
- B Payment for GENERAL CONSTRUCTION will be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for completion of all mobilization, BMPs, temporary facilities and utilities, temporary construction signs, demobilization, traffic control, cleanup, disposal, insurance, supervision, planning, design, design engineering fees, submittal of a valid CARB Certificate of Reported Compliance, construction progress documentation, preparation of Injury and Illness Prevention Plan (IIPP) and Construction Site Security Plan (CSSP), and furnishing and constructing all facilities, protection of existing improvements, requirements for access to the work, complete in place as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE.

- C Payment for this item shall be based on the percent complete of the entire Work.

1.4 BASE BID SCHEDULE A - BID ITEM 2 – SELECTIVE DEMOLITION

- A No unit measurement shall be made for this item.
- B Payment for SELECTIVE DEMOLITION shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of SELECTIVE DEMOLITION, complete in place, including but not limited to the demolition of existing guard shack, bollards, entry gate, ramp, curbs, landscape islands, concrete pavement, block wall, removal of conflicting existing striping construction waste management, disposal fees, and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in SECTION 02 41 00 – DEMOLITION AND REMOVAL, SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.5 BASE BID SCHEDULE A - BID ITEM 3 – PAVEMENT IMPROVEMENTS

- A No unit measurement shall be made for this item.
- B Payment for PAVEMENT IMPROVEMENTS shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of PAVEMENT IMPROVEMENTS, complete in place, including but not limited to the replacement of the driveway approach, demolished pavement areas, and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in SECTION 32 12 16 – ASPHALT CONCRETE PAVING, SECTION 32 13 13 – CONCRETE PAVING and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.6 BASE BID SCHEDULE A - BID ITEM 4 – ADA RAMP

- A No unit measurement shall be made for this item.
- B Payment for ADA RAMP shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of ADA RAMP, complete in place, including tactile surfaces and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in the SPECIFICATIONS and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.7 BASE BID SCHEDULE A - BID ITEM 5 – PAVEMENT STRIPING

- A No unit measurement shall be made for this item.
- B Payment for PAVEMENT STRIPING shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of PAVEMENT STRIPING, complete in place, including but not limited to the striping of ADA stalls, truck drive aisles, no parking areas, and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in SECTION 32 17 23 – PAVEMENT MARKINGS and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.8 BASE BID SCHEDULE A - BID ITEM 6 – INSTALLATION OF 40' DOUBLE SWING GATE

- A No unit measurement shall be made for this item.
- B Payment for INSTALLATION OF 40' DOUBLE SWING GATE shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of INSTALLATION OF 40' DOUBLE SWING GATE, complete in place, including but not limited to footings, posts, hardware, gate leaves, braces, hinges and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in SECTION 32 31 13 - Galvanized chain link fence and gates and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.9 BASE BID SCHEDULE A - BID ITEM 7 – INSTALLATION OF 55' DOUBLE SWING GATE

- A No unit measurement shall be made for this item.
- B Payment for INSTALLATION OF 55' DOUBLE SWING GATE shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of INSTALLATION OF 55' DOUBLE SWING GATE, complete in place, including but not limited to footing, posts, hardware, gate leaves, braces, hinges and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in SECTION 32 31 13 - GALVANIZED CHAIN LINK FENCE AND GATES as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.10 BASE BID SCHEDULE A - BID ITEM 8 – ALLOWANCE FOR RELATED WORK

- A At the request of the Engineer, additional work related to these Contract Documents may be requested of the Contractor. Contractor shall submit a detailed cost breakdown and written description of work to be done to Engineer for approval prior to starting this work item.
- B Payment for ALLOWANCE FOR RELATED WORK shall be made at the actual price as negotiated with the Contractor and paid to each related work item which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals and for doing all the work under the ALLOWANCE FOR RELATED WORK and other associated work, complete in place, as defined within these Contract Documents, with the sole exclusion of payments to be made as defined herein for the other items in the BID SCHEDULE.
- C Payment shall be based on the approved method of payment as described in a detailed cost breakdown and written description of work.
- D Payment for work under this bid item will be made only to the extent that such work is specifically authorized in written direction by the Engineer. Payment for additional work due to unforeseen conditions, including removal of unsuitable material or objects not specified in the Contract Documents, will be made in accordance with the provisions of Article 5.7, "CHANGES IN THE WORK", of the General Conditions. This bid item is considered incidental to the Contract and may be adjusted or deleted in its entirety.
- E Payment for this item shall be made only with prior written direction by the Engineer.

1.11 ADDITIVE BID SCHEDULE B - BID ITEM 9 – 4' X 6' SECURITY BOOTH

- A No unit measurement shall be made for this item.
- B Payment for 4' X 6' SECURITY BOOTH shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of 4' X 6' SECURITY BOOTH, complete in place, including but not limited to, purchasing, installing, foundation, and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the BID SCHEDULE. See the Work as specified in section 13 34 23 SECURITY BOOTHS and as shown in the PLANS for this Bid Item.
- C Payment shall be based on the percent complete of this item.

1.12 ADDITIVE BID SCHEDULE C - BID ITEM 10 – 6' X 8' SECURITY BOOTH

- A No unit measurement shall be made for this item.
- B Payment for 6' X 8' SECURITY BOOTH shall be made at the lump sum price named in the BID SCHEDULE, which price shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals; and for doing all the work of 6' X 8' SECURITY BOOTH, complete in place, including but not limited to, purchasing, installing, foundation, and all other associated work as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for

the other items in the BID SCHEDULE. See the Work as specified in section 13 34 23 SECURITY BOOTHS and as shown in the PLANS for this Bid Item.

- C Payment shall be based on the percent complete of this item.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 APPLICATION FOR PAYMENT

- A Submit applications for payment in accordance with Article 5.9.2, "APPLICATIONS FOR PAYMENT (PROGRESS ESTIMATES)", and in "Certified Payroll" and "Invoices" of Section 01 33 00 – SUBMITTAL PROCEDURES.
- B A copy of the Districts' standard Progress Estimate form is included in **Appendix A - FORMS**.

END OF SECTION

SECTION 01 29 73 SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SUMMARY

- A This section includes the requirements necessary for the preparation and submittal of the Schedule of Values for the Work. Refer to Article 5.3.7.1, "SCHEDULE OF VALUES", of the General Conditions Section.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 27 00 - MEASUREMENT AND PAYMENT
 2. SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION
 3. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 4. BID SCHEDULE

1.3 DEFINITIONS

- A Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work, and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A Schedule of Values: Within ten (10) calendar days after Contract Notice to Proceed (NTP), the Contractor shall expand (break down) the lump sum and unit prices entered in the bid schedule in order to submit a detailed Schedule of Values for the Work. The Initial Application for Payment will not be approved until the Schedule of Values has been submitted to and accepted by the District.
- B Format and Content: The Schedule of Values shall conform to the format, content, and numbering system of the Contractor's Construction Schedule. Contractor, subcontractor and suppliers profit and overhead shall be included in each line item. The items identified in the Schedule of Values should relate to both the BID SCHEDULE and the Construction Schedule. Special item numbers may be sequentially numbered.
1. Entries shall match approved Contractor's Construction Schedule. The Schedule of Values has to be updated if revisions have been made to the Construction Schedule.
 2. The Schedule of Values shall be a detailed itemization of the price to provide each item of work and material on the project. No values shall be included for non-construction activities, including, but not limited to, procurement and submittals, unless such items are shown on the BID SCHEDULE.

3. Each line item on the Schedule of Values shall be presented so that the Engineer can easily find that item of work within the pertinent construction period. The Engineer will evaluate whether that line item or any line item is 100 percent or not.
 4. Each line item on the Schedule of Values shall be ascribed a value by the Contractor that represents the value of the Work. If required by the Engineer, the Contractor shall substantiate each value by the use of supplier or subcontractor written quotations, labor rates, hourly estimates, or other industry recognized cost estimating references (as approved by the District).
 5. Each line item of the Schedule of Values shall be coordinated with other line items of work.
 6. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed. Each sheet of the Schedule of Values shall be titled and numbered sequentially.
 - a. Line Item Number
 - b. Description of Item
 - c. Quantity
 - d. Unit of Measure
 - e. Unit Price
 - f. Value of Line Item
 7. Round amounts to the nearest whole dollar, the total sum shall equal the Contract Sum.
- C Schedule Updating: Update and resubmit the Schedule of Values prior to each payment application when approved Change Orders result in a change in the Contract Sum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

- A This section describes the requirements for project meetings and the items that are part of those meetings. These requirements are in addition to those appearing elsewhere in the Specifications.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 1. SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION
 2. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 3. SECTION 01 35 23 - OWNER SAFETY REQUIREMENTS
 4. SECTION 01 57 23 (SF) - TEMPORARY STORM WATER POLLUTION CONTROL

1.3 PRE-CONSTRUCTION CONFERENCE

- A Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the District will arrange a Pre-Construction Conference to be attended by the Contractor's project representative authorized to commit on the behalf of the Contractor and to direct the performance of the Work by others, as well as, the Contractor's superintendent, the Owner, the District or his representative, and representatives of utilities, major sub-contractors, and others involved in the execution of the Work.
- B The purpose of this conference will be to establish a working relationship and understanding between the parties and to discuss project organization, job communications, the construction schedule, shop drawing submittals and their processing, cost breakdown, payment applications and their processing, extra work procedures and such other subjects as may be pertinent for the execution of the Work, including safety and permit requirements.
- C The Contractor shall submit prior to or at the meeting the following items for discussion:
 1. Injury and Illness Prevention Plan (IIPP) per Section 01 35 23 - OWNER SAFETY REQUIREMENTS.
 2. Construction Best Management Practices (BMP) Plan per Section 01 57 23 [SF] - TEMPORARY STORM WATER POLLUTION CONTROL.
 3. Contractor's Work Plan per Section 01 14 00 – WORK RESTRICTIONS
 4. Construction Start-Up Schedule per Section 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION.
 5. Contractor's Onsite Supervision per GENERAL CONDITIONS Articles 5.3.1.

6. Complete list of anticipated submittals Section 01 33 00 - SUBMITTAL PROCEDURES.

- D The Contractor shall not be allowed to start work at the site until the items listed above have been reviewed and approved.

1.4 PROGRESS MEETINGS

- A The District will arrange and conduct weekly progress meetings. The District will prepare and circulate a draft agenda of each meeting. The Contractor may add items as appropriate to the draft agenda.
- B Progress meetings shall be attended by the District, District operations personnel, Contractor's project representative and superintendent, and representatives of all subcontractors involved in the Work at the time of the meeting, required by the Contractor, or requested by the District.
- C The purpose of the meetings will be to facilitate the Work of the Contractor and any subcontractor or other organization that is not on schedule, resolve conflicts, identify and resolve any potential delays or necessary changes in the Work, plan for future activities and in general, coordinate and facilitate the execution of the Work.
- D The agenda of progress meetings shall include review of work progress, the latest construction schedule, and the two (2) week look-ahead schedule (both provided by the Contractor), potential project delays, the status of key shop drawings, submittal reviews, information requests, security awareness, safety concerns, record drawings, extra work items, and other issues related to the progress of the Work.
- E The construction schedule will be reviewed weekly during the progress meeting to verify at a minimum:
1. Actual start and finish dates of activities
 2. Durations and progress of all activities not completed.
 3. Critical submittals/materials delivery problems
 4. Potential project delays
 5. Any activity behind schedule and Contractor's plan to bring it back on schedule
 6. Reason, logic, time, and cost data for change order work that is to be incorporated into the construction schedule or payment request form
 7. Payment due the Contractor based on percentage complete of items in the payment request form
 8. The two (2) week look-ahead schedule for planning purposes.

1.5 OTHER MEETINGS

- A From time to time, other meetings may be needed to coordinate the progress of the Work. The District will arrange and conduct any other necessary meetings. The District will prepare a draft agenda for the meeting. The Contractor may add items as appropriate to the draft agenda.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the administrative and procedural requirements for documenting the progress of construction during performance of the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 13 00 - SUPPLEMENTARY REQUIREMENTS
 2. SECTION 01 14 00 - WORK RESTRICTIONS
 3. SECTION 01 29 73 - SCHEDULE OF VALUES
 4. SECTION 01 31 19 - PROJECT MEETINGS
 5. SECTION 01 33 00 - SUBMITTAL PROCEDURES

1.3 PROJECT MANAGEMENT DOCUMENTATION & ADMINISTRATION

- A The contractor shall submit the items associated with this section via Virtual Project Manager (VPM), an online cloud-based project management system, as specified in Section 01 11 00 - SUMMARY OF WORK and Section 01 33 00 – SUBMITTAL PROCEDURES.

1.4 DEFINITIONS

- A Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the Network.
- B CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
1. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to the Project and is not for the exclusive use or benefit of either Owner or Contractor.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULES, GENERAL

- A Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B Activities: Treat each story, component, or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than shown in "Contractor's Construction Schedules" of this Section, unless specifically allowed by Engineer.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in the schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal and Approval Review Time: Include review, approval, and resubmittal times indicated in "District Review Time" of Section 01 13 00 – SUPPLEMENTARY REQUIREMENTS in the schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than 15 calendar days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for District's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 calendar days for completion of punch list items and final completion.
- C Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
- D Recovery Schedule: When the periodic update indicates the Work is 14 or more calendar days behind current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

- E Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project latest version.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A General: Prepare network diagrams using AON (activity-on-node) format.

1. The Start-up schedule shall be in a Gantt Chart prepared using Microsoft Project or other software, which can be opened, read, and manipulated in Microsoft Project.
2. Activities shall be broken down so that no activity duration exceeds fourteen (14) calendar days.
3. Along with the Start-up Schedule, the Contractor shall submit a complete list of anticipated submittals as specified in "Submittal Log" of Section 01 33 00 – SUBMITTAL PROCEDURES.
4. The start-up schedule shall include review times for the submittals. (Refer to "District Review Time" of Section 01 13 00 - SUPPLEMENTARY REQUIREMENTS.

- B Construction Schedule: The Contractor's Construction Schedule shall be of a size required to display entire schedule for the entire construction period. The schedule shall be submitted for approval within fourteen (14) calendar days of the Pre-Construction Conference. If the initial construction schedule submittal is not acceptable to the District, it shall be revised and resubmitted within three (3) calendar days of the return of the submittal to the Contractor.

1. The Construction Schedule shall be in a Gantt Chart prepared using Microsoft Project or other software, which can be opened, read, and manipulated in Microsoft Project.
2. Activities shall be broken down so that no activity duration exceeds fourteen (14) calendar days.
3. The Construction Schedule shall identify the dates for submittal deliveries, reviews and approvals of major submittals including SWPPP (items requiring approval from jurisdictions having authority over the work) and substitution requests. Time should be allowed for resubmittals and subsequent review times.
4. The Construction Schedule shall identify the dates for testing, start-up, commissioning, and training for District staff. In addition, time shall be shown for punch list walkthrough, preparation of the punch list, completion of punch list activities and the punch list acceptance walkthrough.
5. Each of the activities described in the preceding paragraph shall be identified as a separate activity. Each of the activities shall be performed on separate days; none of the activities can be combined to be performed on the same day.

6. The Contractor shall submit a Schedule Narrative. The Schedule Narrative shall describe at a minimum: The basis for the schedule calendar (calendar days, working days, specified occurrences or dates when work is impacted by identified restrictions, and other pertinent information related to the schedule calendar), the basis used to develop durations for activities (production rates, imposed requirements for start and stop of activities or requirements for curing, etc.), a description of the logic used to sequence activities and a description of the critical path for the Work.
7. The Contractor shall submit a working electronic copy of the schedule and a PDF file.

C Look Ahead Schedule: The Look Ahead Schedule shall be submitted at each weekly progress meeting. The Look Ahead Schedule shall identify the activities that took place during the prior week and identify the activities to be performed in the next two (2) weeks. The activities shown on the Look Ahead Schedule shall relate to the activities shown on the Construction Schedule.

1. The Look-ahead Schedule shall be in a Gantt Chart prepared using Microsoft Project or other software, which can be opened, read, and manipulated in Microsoft Project.
2. Activities shall be broken down so that no activity duration exceeds seven (7) calendar days.
3. The Contractor shall submit paper copies that will be distributed to attendees at the weekly progress meeting.

1.7 CONSTRUCTION SCHEDULE UPDATE AND REVISIONS

- A The schedule update shall reflect the progress of the work to date. The schedule update shall be accompanied by a narrative that identifies the items that were updated, modified, revised, added, or deleted and includes an estimated percent complete for the entire Work. Submit the schedule update with Applications for Payment, per "Summary Report" of Section 01 31 19 – PROJECT MEETINGS at the weekly progress meeting, if required, or when requested by the District.
- B Revisions to the Construction Schedule: If the Contractor is behind schedule by fourteen (14) days, a Recovery Construction Schedule with a narrative of the items that are revised shall be submitted, if requested by the District. The Recovery Construction Schedule shall meet the requirements of the original Construction Schedule regarding activities, descriptions, durations, and narrative. If, in the opinion of the District, the Recovery Construction Schedule does not adequately reflect the performance of the work by the Contractor, the activities, descriptions, durations, narrative, and logic shall be revised to reflect the performance of the Work. Recovery Construction Schedules shall be submitted for approval within five (5) calendar days of receipt of directions from the District to prepare a Recovery Construction Schedule. If the Recovery Construction Schedule submittal is not acceptable to the District, it shall be revised and

resubmitted within three (3) calendar days of the return of the submittal to the Contractor.

1.8 DAILY CONSTRUCTION REPORTS

A Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. List of personnel at Project site including name, class, company, and hours worked.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or wind.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter reading and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Substantial Completion authorized.

1.9 SITE CONDITION REPORTS

A Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for correcting the existing condition. Identify any impacts that may occur to the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A Contractor's Construction Schedule Update: At interval specified in Section 01 31 19 – PROJECT MEETINGS, "Updated Version of The Construction Schedule", update the schedule to reflect actual construction progress and activities. Issue schedule as specified in Section 01 31 19 – PROJECT MEETINGS, "Updated Version of The Construction Schedule" before each regularly scheduled progress meeting.
- B Revisions: The schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each such meeting.
- C Report: Include a report with the updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- D Activity Reporting: As the Work progresses, indicate the final completion percentage for each activity.
- E Distribution of Approved Schedule: Distribute copies of approved schedule to the Engineer, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by the Contractor with a need-to-know schedule responsibility.
- F Posting: Post copies of the schedule in Project Meeting rooms and temporary field offices, if applicable.
- G Distribution of Updates: When updates or revisions are made, distribute updated schedules to the same parties, and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 COORDINATION

- A Submittal: Prepare and submit a schedule for all submittals in accordance with "Submittal Log" of Section 01 33 00 – SUBMITTAL PROCEDURES, and Register of Required Submittals in **Appendix B**.
- B Preparation: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- C Schedule of Values: Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, other required schedules, reports, and contract requirements.
- D Time Commitments for Work: Secure time commitments for performing critical elements of the Work from entities involved, including but not limited to testing, start-up, commissioning, training, and completion of punch list activities.

- E Work Activities: Coordinate each construction activity in the schedule with other activities and schedule them in proper sequence.

3.3 REPORTS

- A Daily Construction Reports: Submit daily construction report at intervals identified in “Progress Meetings” of Section 01 31 19 - PROJECT MEETINGS.
- B Site Condition Reports: Submit site condition report at time of discovery of differing conditions together with recommendations for changing the Contract Document and including all information as described in Part 1 – SITE CONDITION REPORTS of this Section.

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A This section outlines in general the items that the Contractor must prepare or assemble for submittal during the progress of the Work. There is no attempt herein to state in detail all of the procedures and requirements for each submittal. The Contractor's attention is directed to the individual Specification Section in these Contract Documents that may contain additional and special submittal requirements. The District reserves the right to direct and modify the procedures and requirements for submittals as necessary to accomplish the specific purpose of each submittal. The Contractor shall anticipate resubmitting submittals for major pieces of equipment and for control systems. Should the Contractor be in doubt as to the procedure, purpose, or extent of any submittal, he should direct his inquiry to the Engineer.

1.2 RELATED REQUIREMENTS

- A Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections apply to this Section. Refer to:
1. SECTION 01 13 00 - SUPPLEMENTARY REQUIREMENTS
 2. SECTION 01 27 00 - MEASUREMENT AND PAYMENT
 3. SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION
 4. SECTION 01 35 23 - OWNER SAFETY REQUIREMENTS

1.3 VIRTUAL PROJECT MANAGER (VPM)

- A Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.
- B The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.
- C In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to **www.new.virtual-pm.com**. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District.
- D The contractor shall use the following features:
1. Daily Logs: Contractor's daily reports shall be entered electronically here.
 2. Change Order Manager: Contractor requests for change order shall be submitted electronically here.
 3. Transmittals: Schedules, Pay applications, etc. shall be electronically submitted here.
 4. Submittals: Submittals requiring approval shall be submitted electronically here.

5. RFIs: Requests for information (RFIs) shall be submitted electronically here.

1.4 LCPTRACKER (CERTIFIED PAYROLLS)

- A LCPtracker allows for submittal of weekly certified payrolls and related labor compliance documentation. LCPtracker is available to Contractor involved with the project using the internet.
- B The use of LCPtracker by the Contractor is mandatory. Access to LCPtracker will be provided at no cost to the contractor.
- C In order to utilize LCPtracker, the contractor needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.com and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District.

1.5 SUBMITTAL LOG

- A The Contractor shall submit a complete list of anticipated submittals, including Specification and/or drawing references when the Start-up Schedule is submitted (Refer to Section 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION). The submittal list shall be updated with submittal dates on the Contractor's Construction Schedule and periodically thereafter. Any additional submittals shall also be included in updates.

1.6 ADMINISTRATIVE SUBMITTALS

- A Contractor Sanctions: The Contractor is reminded of his obligation as required by law to make required submittals promptly to the applicable federal, state, or local agencies. Failure to comply with this requirement may result in the withholding of monthly progress payments and make the Contractor liable for other prescribed action and sanctions.
- B Communications: The Contractor shall submit to the Engineer a copy of all letters relative to the Contract, transmitting notifications, reports, certifications, certified payrolls, and the like, that he submits directly to a federal, state, or other governing agencies.
- C Contractor Personnel: During the performance of the Contract, the Contractor shall maintain on a daily basis and submit to the Engineer as requested, full and correct information as to the number of person employed in connection with each subdivision of the Work, the classification, rate of pay, citizenship status, and address of each person, and the cost, source, and amount of each class of materials delivered, equipment received, and major construction equipment used in each subdivision of the Work.
- D Certified Payroll: In accordance with Article 5.3.3.3, "PAYROLL RECORDS" of the General Conditions, the Contractor shall submit, on a weekly basis, a certified copy of each payroll electronically via the software LCPtracker

1. Electronic submission is a web-based system, accessed on the World Wide Web by a web browser. Each contractor will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system.
2. Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked, and hours worked on this project, wage and benefit rates paid etc. The Contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
3. Contractor must require all lower-tier subcontractors the mandatory requirement to use LCPTracker to provide required labor compliance documentation. Lower-tier subcontractors will be given a Log-On identification and password from the Contractor.
4. Training options will be provided to the Contractor.

E Invoices: Applications For Payment (Progress Estimates) shall be in accordance with Article 5.9.2 of the General Conditions and shall be submitted to the Project Manager/Construction Manager.

1.7 TECHNICAL SUBMITTALS

A General

1. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.
2. Each submittal shall contain material pertaining to no more than one (1) equipment or material item and shall have the Specification Section and applicable paragraph number clearly identified on the front of the submittal transmittal form. Each submittal shall be sequentially numbered starting with the first one delivered. Re-submittals shall include the number of the original submittal plus the suffix ".1" for the first re-submittal, ".2" for the second re-submittal, etc. (e.g., submittal 3.0, 3.1, 3.2, etc.). Submittals not conforming to these requirements will be rejected.
3. Submitted data shall be fully sufficient in detail for determination of compliance with the provisions and intent of the Contract Documents.
4. Submittals will be acted upon by the Engineer as promptly as possible, and returned to the Contractor no later than the time allowed for review in "District Review Time" of Section 01 13 00 – SUPPLEMENTARY REQUIREMENTS. The Contractor shall provide in his Construction Schedule time for District review of each submittal (and re-submittal for major equipment and control systems) in accordance with the allowable time specified herein and in "District Review Time" of Section 01 13 00 – SUPPLEMENTARY REQUIREMENTS. This required time for District review shall not be a cause for delay in contract completion or a reason for an extension of contract time. If the Contractor is required by the District to resubmit data, then neither the time required for the Contractor to

prepare and resubmit such data, nor the required time for District review, shall be a cause for delay in Contract completion or for an extension of Contract time. Responsibility for time required for preparing and submitting required data shall be assigned solely to the Contractor.

5. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. Additional costs of the Engineer's review beyond the second submission shall be the responsibility of the Contractor and may be deducted from the Contract Amount. This applies to all submittals including shop drawings.
6. After a submittal has been reviewed and accepted, no charges or substitutions in that submittal will be allowed without the Engineer's approval. If allowed, the Contractor will be responsible for the additional time and costs for engineering, administrative, clerical, or other work required for additional review.
7. All submittals including but not limited to layout diagrams, catalog cuts and data, test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the Engineer. For Contractor's convenience, a Register of Required Submittals has been attached to the Specification as Appendix B. Although the District has endeavored to indicate all required Contract submittals in the register, there is no expressed or implied guarantee as to the accuracy or completeness of the information contained in the register. Contractor shall be responsible to provide all submittals required per the Contract Documents, whether or not included in the register.

B Submittal Procedure

1. The Contractor shall utilize the Port's online cloud-based project management system (Virtual Project Manager) for submittals.
2. The Contractor shall submit to the Engineer for his review submittals in accordance with Article 5.3.4, "SUBMITTALS", of the General Conditions (shop drawings, electrical diagrams, certificate of compliance, and catalog cuts for fabricated items and manufactured items furnished under this Contract.
3. Once a submittal has been accepted by the District, it shall be the responsibility of the Contractor to ensure that the product/material is comparable with the project/improvement/system being installed by the Contractor. If for any reason the product/material fails to meet the specifications contained herein, the Contractor, at his/her expense, shall replace, fix, or repair said product/material to be in compliance.

C Submittal of Samples

1. Attention is directed to Article 5.3.5, "MATERIALS AND SAMPLES", of the General Conditions.
2. Contractor shall submit a minimum of five (5) submittals for review, of which the Engineer will retain two (2).

3. Samples for Color/Pattern Selection: One (1) set of manufacturer's complete range for initial selection, and additional samples as requested of selected color/pattern for inclusion in final color schedules.

D Shop Drawings

1. Identification: Include name and location of project, name of Contractor, Port District work order and contract numbers, and cross reference to Contract Documents. Number shop drawings consecutively. Drawings shall be of a sufficiently large-scale to accurately describe the work, and be legible, and complete.
2. Submittals shall be accompanied by letter of transmittal addressed to the District, to parties as identified in the District's letter of instruction to be issued to Contractor at start of project. Each submittal shall be consecutively numbered and shall contain lists of items submitted, properly identified as to drawing numbers, Specification Section or other identification; and number and dates of previous submittals, if a re-submittal. Submittals not adequately identified or incomplete will be returned to Contractor for correction and re-submittal.
3. Mark each set of the submittal to show that it has the Contractor's review and approval. Prior to delivery to the District, the Contractor shall review and affix their Contractor's stamp, with the required information completed, in the exact form as follows:

(SAMPLE STAMP)
(PROJECT)
(CONTRACT NUMBER)
(CONTRACTOR)
DESCRIPTION: _____
SPECIFICATION SECTION: _____
ORIGINAL SUBMITTAL NO. [] RE-SUBMITTAL NO. []
[Contractor's Name] certifies that the submittal has been reviewed and approved for compliance with the Contract Documents and the field measurements have been verified.

4. Stamp Space on Submittals: Provide a 3-inch by 6-inch blank space (minimum) for the Engineer's review stamp on the cover sheet or top page of each submittal. Acceptance of submittals by the Engineer will be general and shall not relieve Contractor from responsibility for proper fitting and construction of work, or from furnishing materials and work required by Contract, which may not be indicated

on submittals. Do not commence work until the District has approved required submittals.

E Certificates of Compliance

1. A Certificate of Compliance shall be furnished prior to the use of any materials for which Technical Specifications specify. In addition, when so authorized in this Section, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material of the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications. A certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
2. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
3. The District reserves the right to refuse to permit the use of materials on the basis of a Certificate of Compliance. Certificates of Compliance shall be issued on a company letterhead from the Supplier with specific reference to this project.

F Record Drawings

1. The Contractor shall maintain a record set of full-size project Drawings upon which all field changes are recorded on a daily basis as described in the General Conditions, Article 5.3.8, "RECORD DRAWINGS", and as required herein. As a condition of final acceptance of the project by the District, this record set of project Drawings with as-built changes shall be signed by the Contractor, shall be delivered to the Engineer within ten (10) calendar days after construction of Work, and shall be considered the property of the District.
2. Original data that is superseded shall be lined out and shall remain legible. Original figures shall not be eradicated, nor corrections be made over the item.

G Quality Assurance

1. Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.
2. Compatibility of Options: Where more than one (1) choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option, which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 23 OWNER SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the owner safety requirements that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications or any regulations, codes, certifications, notices, etc. that may be required by jurisdictions that have authority over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 31 19 - PROJECT MEETINGS
 2. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 3. SECTION 01 50 13 - TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES
- B Abbreviations:
1. California Occupational Safety & Health Administration (Cal/OSHA)
 2. Safety Data Sheet (SDS)
 3. Code of Federal Regulations (CFR)
 4. California Department of Transportation (CALTRANS)

1.3 PUBLIC HEALTH, SAFETY AND CONVENIENCE

- A Conformance: All occupational safety and health standards, public convenience and public safety, through contractor operation areas including construction zones, shall conform to the provisions in Sections 7-1.02K(6) "Occupational Safety and Health Standards", 7-1.03 "Public Convenience", and 7-1.04 "Public Safety" of the 2015 CALTRANS Standards Specifications
- B Precedent: This subsection in no way will change the precedent set forth in accordance with the provisions in Article 5.5, "PROTECTION OF PERSON AND PROPERTY" of the General Conditions of these Specifications.

1.4 WORKPLACE SAFETY

- A The Contractor shall conform to Labor Code Section 6400 to provide a safe workplace for the Contractor's personnel. The Contractor shall comply with OSHA and multiple CAL/OSHA requirements. Attention is directed to Title 8, Group 1, Section 3203, "Injury and Illness Prevention Program" (IIPP) of the General Industry Safety Orders. The Contractor shall submit an IIPP including a Fall Protection Plan, Hot Work Permit, a Safety Data Sheet (SDS), and ear protection for Engineer's review and approval. No work shall be allowed at the site until the IIPP is approved. The IIPP shall be prepared

01 35 23

by a qualified person and developed specifically for the site where work is being performed.

1. Fall Protection

- a. The Contractor shall comply with OSHA and multiple Cal/OSHA requirements for worker fall protection. In general, the Contractor shall ensure that each worker, employee, and subcontractor walking/working with an unprotected side or edge that is six feet or more above a lower level shall be protected from falling by the use of a guardrail system, safety net system, or personal fall arrest system. The following shall be included in the Fall Protection Plan:
 - 1) Name of person or persons who shall be responsible for implementing the Fall Protection Program
 - 2) Methods and procedures for fall protection
 - 3) Communication procedures to report potential fall hazards
 - 4) Applicable structural design of Fall Protection methods shall be prepared and stamped by a registered civil engineer in the State of California
 - 5) Log of inspection schedule shall be signed by person(s) responsible for implementing Fall Protection Program

2. Lockout/Tag-out Program

- a. The Contractor shall comply with OSHA CCR, Title 8, Group 2, Section 3314 - "The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment", including Lockout/Tag-out that includes safety work procedure for electrical equipment. The Contractor shall take action regarding the District Lockout/Tag-out Program of **Appendix C**.

3. Hot Work Permit and Procedures

- a. The Contractor shall comply with applicable OSHA and CAL/OSHA's regulations on hot work procedures for cutting, brazing, soldering, grinding and welding including but not limited to Title 8, Sections 1690, 4848, and 5157.
- b. Tenants and contractors who will be performing, or who will contract to have performed, hot work on or around District facilities, shall follow the notification and procedural guidelines found in the Tenant/Contractor Hot Work Guidelines of **Appendix D**.

4. Hazard Communications

- a. Materials that contain hazardous substances or mixtures may be required on the Work Site. A Safety Data Sheet (SDS) as described in Section 5194 of the California Code of Regulations shall be provided by the Contractor from the manufacturer of any hazardous products used.

- b. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety Requirements and all manufacturer warnings and application instructions listed on the Safety Data Sheet and on the product container label.
 - c. Contractor shall notify, in advance, the Engineer and occupant(s) about any chemicals used in or surrounding the construction area. Included in the notification shall be the hazards, health effects, and precautions. Safety Data Sheet sheets shall be available for occupant(s) inspection.
 - d. Contractor shall take all reasonable precautions to minimize the escape, migration, and infiltration of products requiring a Safety Data Sheet (SDS) outside of the immediate construction areas.
 - e. Occupants in or surrounding the construction area, including contractor's employees and those who cannot evacuate, shall be furnished with personal protective equipment.
 - f. In addition, the Contractor shall conform to Part 29 CFR, Section 1926.500, Subpart M, and all applicable appendices. The Engineer shall have the right to withhold progress payments for any work until a satisfactory IIPP is submitted to the Engineer.
5. Ear Protection
- a. Noise levels at the project site may exceed 85 decibels (dB). When required by Section 5096(b) of the General Industry Safety Orders, ear protection shall be provided to the employee by the Contractor and the Contractor shall require employees to wear ear protection.
6. Safety Protection Requirements for the Work
- a. The workers shall have the basic protection safety glasses, hearing protection, leather gloves, etc.
 - b. When working near water without a rail to prevent workers falling, the workers must wear a life vest. The Contractor shall comply with OSHA Regulations (Standards – 29 CFR), Part 1917 – Marine Terminals; 1917.112(b) – Guarding of Edges; and CAL-OSHA Subchapter 4 – Construction Safety Orders and Article 13 – Work Over or Near Water for Construction Requirement.
7. Site Protection
- a. At the end of the working day and any non-working time, the Contractor shall install a temporary fence or barrier along the perimeter of the work area to prevent persons and equipment from entering the work area.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the regulatory requirements and construction restraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications or in the codes, regulations, notices, etc., of regulatory agencies that may have jurisdiction over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 1. SECTION 01 14 00 - WORK RESTRICTIONS
 2. SECTION 01 57 19 - TEMPORARY ENVIRONMENTAL CONTROLS
 3. SECTION 01 57 23 (SF) - TEMPORARY STORM WATER POLLUTION CONTROL

1.3 CONTRACTOR'S LICENSE REQUIREMENT

- A The Contractor's License Requirement for this Contract is a California State Contractor's License, B, General Building Contractor or C-32, Parking and Highway Improvement Contractor License, in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California.

1.4 APPROVALS, PERMITS, AND FEES

- A Temporary Utilities: All temporary utility services costs, including, without limitation, connection fees and charges during the construction period, shall be at Contractor's expense, and full compensation for all temporary utilities services and related costs (including those costs for construction offices) shall be included in the Contract prices for the appropriate related bid items, and no separate payment or reimbursement will be made therefor.
- B Incidental Permits: Contractor shall also obtain all other permits incidental to the Work, or made necessary by its operation, including but not limited to, those permits required for night work, overload, demolition, disposal, environmental and equipment, and shall pay all fees and costs incurred for an by the permit requirements. Contractor shall not be entitled to reimbursements from the District for said fees and costs unless reimbursement is specifically identified in the Contract Documents.

1.5 CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION

- A The California Air Resources Board (CARB) adopted the Regulation for In-Use Off-Road Diesel-Fueled Fleets (Off-Road Diesel Regulation) in 2007 to reduce diesel particulate matter (PM) and oxides of nitrogen (NOx) emissions from in-use (existing)

off-road heavy-duty diesel vehicles in California and has approved amendments in 2022 to further reduce emissions from the off-road sector including addition of new contracting requirements.

- B If Prime Contractor or its Subcontractors intend to operate on project site any fleet or vehicles subject to this regulation, Prime Contractor or its Subcontractors shall submit a valid Certificate of Reported Compliance to the District prior to contract award.
- C Prime Contractor and its listed Subcontractors are required to comply with all the requirements and provisions in the regulation, as amended, and as defined in Article 4.4.4 of the Instructions to Bidders.

1.6 WATER CONSERVATION

- A Construction Water Conservation: Attention is directed to these Specifications, which require the use of water for the construction of this project. Attention is also directed to state and local ordinances regarding water conservation and storm water pollution prevention.
- B Equipment Maintenance: The Contractor shall, whenever possible, and not in conflict with the Specifications and ordinances, minimize the use of water during construction of the project. Watering equipment, hose, piping and valves shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of the equipment, shall be discouraged. Wash water from such activities shall not be discharged into the storm water conveyance system.

1.7 STORM WATER MANAGEMENT

- A SWPPP: Construction activity subject to the NPDES General Permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Refer to Section 01 57 23 TEMPORARY STORM WATER POLLUTION CONTROL for applicable stormwater requirements.
- B SWPPP Submittal: If a SWPPP is required by Section 01 57 23 [SF] TEMPORARY STORM WATER POLLUTION CONTROL, the Contractor shall submit the Construction BMP Plan as soon as possible but no later than the time identified in "Pre-construction Conference Submittal" of Section 01 31 19. Time is needed to allow for staff review and approval prior to the anticipated start of on-site work.
- C Construction Start Date Requirements: Construction cannot be initiated until the SWPPP has been approved by District Environmental Services. Subsequent modifications and amendments to the SWPPP are subject to the review and approval of District Construction Support or District Environmental Services and accepted by the engineer.

1.8 MATERIAL DISPOSAL SITES

- A All materials shall be disposed of at authorized sites to receive the material, subject to District approval, outside District Tidelands in compliance with all federal, state, and local regulations. Removal and disposal operations shall be done in a manner that will

prevent spillage on street and nearby areas outside the project site. Contractor shall submit documentation, if requested, to demonstrate the disposal site is in compliance with all federal, state, and local regulations.

- B Materials removed from the site shall not be reused, resold, removed, or relocated from the disposal site without written consent from the District.

1.9 CONSTRUCTION AND DEMOLITION DEBRIS ORDINANCES

- A Assembly bill 939, California Integrated Solid Waste Management Act of 1989 requires that localities throughout the State develop source reduction, reuse, recycling and composting programs to reduce the tonnage of solid waste disposed in landfills 25 percent by 1995 and 50 percent by the year 2000. The disposal of materials resulting from all District projects shall, at a minimum, comply with the California Integrated Waste Management Act of 1989 (AB 939).
- B In addition to AB 939, all materials disposed shall be reused or recycled in accordance with any local Construction and Demolition (C&D) debris ordinances in effect for work conducted within the Port's jurisdictional member cities (City of San Diego, City of Chula Vista, City of National City, City of Imperial Beach and City of Coronado). The Contractor must demonstrate that C&D debris ordinance requirements of the jurisdictional member city or cities in which the project is located have been complied with and shall submit such documentation to the District.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 42 00 REFERENCE STANDARDS

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the reference standards that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications or any regulations, codes, certifications, notices, etc. that may be required by jurisdictions that have authority over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES TO STANDARDS, CODES AND RULES

- A Other Publications: Where references are made in these Specifications to other publications, such publications shall be the latest issue available on the bid date of this Specification, except that the Standard Specifications for Public Works Construction (SSPWC) shall be the latest issue adopted by the City of San Diego, complete with the City of San Diego Standard Special Provisions adopted at the same time and the California Building Code (CBC) adopted by the City of San Diego, including CBC revisions adopted therewith. All specified portions of referenced publications shall be a part of these Specifications as though quoted in their entirety herein, except that all measurement and payment clauses included in any references are suspended by the provisions of these Specifications. Any reference to a controlling authority in any referenced portion shall be considered to mean the Engineer of the District.
- B Associations: To the extent specified elsewhere in these Contract Documents, comply with the requirements of the following standards and associations.
1. ACI - American Concrete Institute
Box 19150
Detroit, MI 48219
(313) 532-2600
 2. AGC - Associated General Contractors of America
1957 E. Street, N.W.
Washington, DC 20006
(202) 393-2040
 3. AISC - American Institute of Steel Construction
One East Wacker Drive, Suite 1300
Chicago, IL 60601-2001
(312) 670-2400

4. AISI - American Iron and Steel Institute
 1101 17th Street, N.W.
 Washington, DC 20036-4700
 (202) 452-7100
5. ANSI - American National Standards Institute
 11 West 42nd Street
 New York, NY 10036
 (212) 642-4900
6. ASCE - American Society of Civil Engineers
 1015 15th Street, N.W., Suite 600
 Washington, DC 20005
 (202) 705-7496
7. ASTM - American Society for Testing Materials
 1916 Race Street
 Philadelphia, PA 19103-1187
 (215) 299-5400
8. AWS - American Welding Society
 550 LeJeune Road, N.W.
 P.O. Box 35140
 Miami, FL 33135
 (305) 443-9353
9. BHMA - Builders Hardware Manufacturers Association
 355 Lexington Avenue
 New York, NY 10017
 (212) 661-4261
10. CRSI - Concrete Reinforcing Steel Institute
 933 Plum Grove Road
 Schaumburg, IL 60173
 (708) 517-1200
11. CSI - Construction Specifications Institute
 601 Madison Street
 Alexandria, VA 22314-1791
 (703) 684-0300
12. IMI - International Masonry Institute
 823 15th Street, N.W.
 Washington, DC 20005

- (202) 783-3908
13. IRI - Industrial Risk Insurers
85 Woodland Street
Hartford, CT 06102
(203) 520-7300
 14. NIST - National Institute of Standards and Technology Standards, Codes, Programs and Information
Room A629, Building 101
Gaithersburg, MD 20899-0001
 15. OSHA - Occupational Safety and Health Association
S. Department of Labor Publications
200 Constitution Avenue, N.W.
Washington, DC 20210
(202) 219-4667
 16. PCA - Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077
(708) 966-6200
 17. PS - Product Standard
S. Department of Commerce, Standards and Codes Information
Room A163, Building 411
Gaithersburg, MD 20899
(301) 975-2000
 18. UL - Underwriters' Laboratories, Inc.
UL Directories
333 Pfingston Road
Northbrook, IL 60062
(708) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00 QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the quality control and inspection requirements that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 1. SECTION 01 33 00 - SUBMITTAL PROCEDURES
 2. SECTION 01 42 00 - REFERENCE STANDARDS

1.3 OBSERVATION AND SUPERVISION

- A Engineer Access: The Engineer or his appointed representative will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review.
- B Responsibility for the Work: The Contractor shall be solely responsible to supervise and direct the entire Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to complete the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, quality control, and procedures of construction and safety precautions and programs incidental thereto. The foregoing includes work performed by the Contractor's subcontractors. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- C Contractor's Representative: The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified, English-speaking superintendent, who shall not be replaced without written acceptance of the Engineer. The superintendent shall be the Contractor's representative at the job site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- D Superintendent Availability: The Contractor's superintendent shall be present at the site of the Work at all times while work is in progress. The superintendent shall be available 24 hours a day, seven (7) days a week for communication with the District, and be able to meet at the project site within four (4) hours of request by the District outside of scheduled working hours. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such superintendent is again present at the site.

1.4 RESPONSIBILITY

- A Quality Assurance Testing: The Engineer may conduct periodic independent quality assurance testing and inspection to verify compliance with the Contract Documents.
- B Retesting Costs: The District reserves the right to back charge the Contractor for retesting of deficient or defective work or products upon written notification. Compensation for retesting on behalf of the District will be made through deductions from the Contract Amount.
- C Defective Work Corrections: The Contractor is responsible for correcting all defective work discovered prior to final acceptance of the Contract, despite the failure of the Inspector(s) to previously discover it.

1.5 TESTS AND INSPECTIONS

- A Scheduling: Contractor shall be responsible for scheduling all required tests.
- B Contractor Quality Control Testing Costs: Contractor shall pay for any testing performed by the Contractor for his own quality control.
- C Submittals-Agency or Laboratory Reports: Two (2) copies of the agency or laboratory report of each test or inspection identified in the Contract Documents shall be submitted to the Engineer. All tests of materials shall be made in accordance with the commonly recognized standards of national technical organizations, and such other special methods and tests as are prescribed in the Contract Documents.
- D Submittals-Contractor Purchases: One (1) copy of each of the Contractor's purchase for materials forming a portion of the Work shall be submitted to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the District. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the San Diego Area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other Sections of this Specification.
- E Submittals-Samples of Materials: The Contractor shall submit such samples of materials as are required by the Engineer, without charge. No material shall be used until the Engineer has had the opportunity to test, examine, and approve such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the job site, such as concrete test cylinders, shall be taken or prepared by the Engineer in the presence and with the assistance of the Contractor.

1.6 AUTHORITY AND DUTIES OF INSPECTOR

- A Inspectors employed by the District shall be authorized to inspect all work done and materials and equipment furnished to complement the contractor furnished independent inspector.
- B Such inspection may extend to all or any part of the Work, and to the preparation, fabrication, or manufacture of the materials and equipment to be used.

- C The Inspector shall not alter or waive the provisions of the Contract Documents.
- D The Inspector will keep the Engineer informed as to the progress of the Work and the manner in which it is being done.
- E The Inspector will call the Contractor's attention to nonconformance with the Contract Documents that the Inspector may have observed.
- F The Inspector will not be responsible for the adequacy or correctness of the Contractor's means, methods, techniques, sequences, or procedures for construction.
- G The Inspector will not approve or accept any portion of the Work, issue instructions contrary to the Contract Documents, or act as foreman for construction.
- H The Inspector may reject defective materials, equipment, or work when it is not in compliance with the Contract Documents.
- I The Inspector will not be responsible for:
 - 1. The Contractor's quality control program
 - 2. The Contractor's safety program
 - 3. Coordinating the work or activities of the Contractor or his subcontractor
- J The Contractor shall provide safe access to the Work for the Inspector to perform his/her duties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 13 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A This section describes the temporary construction facilities and utilities that may apply to the Work. These requirements and constraints are in the addition to those appearing elsewhere in the Specifications or any regulations, codes, certifications, notices, etc. that may be required by the jurisdiction that have authority over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section. Refer to:
 1. SECTION 01 35 23 - OWNER SAFETY REQUIREMENTS
 2. SECTION 01 57 19 - TEMPORARY ENVIRONMENTAL CONTROLS
 3. SECTION 01 57 23 (SF) - TEMPORARY STORM WATER POLLUTION CONTROL

1.3 SUBMITTALS

- A Whenever required by safety regulations, the Contractor shall submit design calculations for staging and shoring prior to application of loads.
- B Work Access Plan (WAP). The Contractor shall prepare a Work Access Plan showing his planned access route for deliveries of supplies and mobilization of work force to the District for approval prior to moving onto the site. The WAP shall include the layout of all temporary offices, sanitary facilities, construction routes, storage buildings, and yards, temporary water services, telephones and electrical services. The WAP shall show all temporary and permanent fencing, gates, and all proposed access points to the work area. Prior to removing any existing fences or barriers, the Contractor shall provide security fences and barriers that are equal to the existing fences and barriers to protect the existing facilities and structures. The Contractor shall submit the WAP to the Engineer at the Pre-Construction Conference.

1.4 CONTRACTOR'S STAGING AREA

- A Materials and Equipment Storage: The Contractor shall limit the location of his storage of equipment and materials to the staging area(s) as directed by the Engineer. The Contractor shall make his own arrangements for additional space that may be required and shall bear all associated costs. All stockpiles, materials, vehicles, and equipment shall be stored at the contractor's equipment and stockpile area or removed from the site at the end of each calendar day for the duration of this project.
- B Construction Office: The Contractor shall maintain near the Work in progress a suitable office or other protected area in which shall be kept project copies of the Contract Documents, project progress records, project schedule, shop drawings, and

other relevant documents, which shall be accessible to the District and Engineer during normal working hours.

- C Sanitary Facilities: The Contractor shall provide portable sanitary facilities for its personnel.

1.5 PROJECT SECURITY

- A Storage - General: The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- B Storage Security: The Contractor shall provide its own security for its equipment and materials at its own expense. Subject to approval of the Engineer as to location and type of fencing, Contractor may erect a fence around the equipment and stockpile area; however, Contractor shall repair or restore all surfaces, including pavement and planted areas, to the same condition as existed before the Contractor entered the area, unless otherwise required by the plans and specifications.
- C Protection of the Work: The Contractor shall make adequate provision for the protection of the Work areas against fire, theft, and vandalism and for the protection of the public and District forces against exposure to injury, and for the security of any off-site storage areas. All costs for this protection shall be included within the Contractor's bid.
- D Graffiti Removal: Contractor shall be responsible to remove or cover up any graffiti or other markings that are not necessary for the execution of the Work.

1.6 TEMPORARY UTILITIES

- A Use of District Utilities Prohibited: The Contractor shall provide and pay for all necessary temporary telephones, fuel, power, potable water, sanitary and proper toilet accommodations. Contractor shall not use District owned utilities, unless use of such utilities is allowed elsewhere in the contract documents.

1.7 TEMPORARY LIGHTING

- A The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than lighting levels required by CAL/OSHA standards.

1.8 PROJECT SAFETY

- A The temporary facilities to be provided by the Contractor, as described above, shall conform to all requirements in regard to operation, safety, and fire hazards of Federal, State, local authorities and of Underwriters.

1.9 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

- A Notification to Engineer: At such time or times as any temporary construction, facilities and utilities are no longer required for the Work, the Contractor shall notify the Engineer of his intent and schedule for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the

Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the Engineer, and/or as shown on the Drawings.

- B Restore Unfinished Areas: Contractor shall return the site and facilities to their original “as found” or better condition, unless otherwise specified in the Contract Documents, at the completion of the Project. In unfinished areas, the condition of the site shall be left in a condition that will restore original drainage, evenly graded, seeded or planted as necessary, and left with an appearance equal to, or better than original.
- C Existing Improvements: Contractor shall return the site and facilities to their original “as found” or better condition, unless otherwise specified in the Contract Documents, at the completion of the Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 55 27 TRAFFIC CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the work involved for providing Traffic Control on the Work site. This Work shall include the following:
1. Preparation of Traffic Control Plans. Traffic Control Plans shall be prepared and stamped by a licensed Engineer registered in the State of California.
 2. Providing all materials, labor and equipment for furnishing, constructing and maintaining the traffic control during construction as specified on this Section.
 3. All the necessary traffic controls such as detours, road closures, lights, signs, barricades, temporary pavement delineations, temporary pavement markings, fences, flares, flagmen and other items and services as necessary to adequately safeguard the public from hazard and unnecessary inconvenience through and around the work area during construction as shown on the Traffic Control Plans and on this Section.
 4. Removal of all the traffic controls after construction.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
1. SECTION 01 11 00 - SUMMARY OF WORK

1.3 APPLICABLE DOCUMENTS

- A The following publications referred to thereafter by basic designation only, form part of this Section to the extent indicated by reference thereto. Where this Section exceeds the requirements of the publications listed below, the requirements of this Section shall govern.
1. State of California, Department of Transportation, 2018 CALTRANS Standard Specifications
 2. Standard Plans English/Metric (Current Edition)
 3. Standard Specifications English/Metric (Current Edition)
 4. Manual of Traffic Controls (Current Edition)

1.4 SUBMITTALS

- A Traffic Control Plans stamped by a professional Engineer licensed in the State of California.

- B Contractor shall obtain Traffic Control Permit from City of San Diego. District will reimburse for all City permit fees and charges, see SECTION 01 27 00 MEASUREMENT AND PAYMENT.
- C Traffic Control Plan and City of San Diego Traffic Control Permit shall be submitted to the District on or before Pre-construction meeting, or a minimum of 14 calendar days before commencement of any field activities.

PART 2 PRODUCTS

2.1 MATERIALS

- A All traffic control products and/or equipment shall meet the requirements of the City of San Diego, CALTRANS Standard Specifications, and Chapter VI of the Manual on Uniform Traffic Control Devices (MUTCD).
- B Signs, cones, delineators, or barricades used in the diversion of traffic shall be illuminated or reflectorized when they are used during hours of darkness.

PART 3 EXECUTION

3.1 GENERAL

- A The Contractor shall provide adequate traffic control through or around the designated construction area of the project to assure safety and convenience for motorists, pedestrians, bicyclists, and construction workers.
- B All occupational safety and health standards, public convenience, and public safety through construction areas shall conform to the provisions in Sections 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", and 7-1.09 "Public Safety", of CALTRANS STANDARD SPECIFICATIONS.
- C All requirements concerning flagging and traffic handling equipment and devices shall conform to the provisions in Section 12 "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES", of CALTRANS' STANDARD SPECIFICATIONS.
- D All work of traffic control through construction areas, including layout shall conform to the provisions in Chapter 5 (updated 1996, Revision 2) "TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONE", CALTRANS' TRAFFIC MANUAL, and to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
- E Traffic control construction and equipment shall conform to City of San Diego, requirements; CALTRANS' Standard Specifications and Standard Plans, and Manual of Traffic Controls; and as requested by the Engineer.
- F The Contractor is to maintain traffic at those locations indicated and in conformance with the contract drawings, the approved traffic control plan, and this Section.
- G Contractor shall coordinate all Project related works including implementation of traffic control plans with Port's Inspector.
- H Contractor shall sequence work and provide traffic control to maintain access to adjacent businesses at all times.
- I Allowable working hours as shown on the approved Traffic Control plan for each area.

- J Contractor shall coordinate with the District Inspector, at least seventy-two hours prior to the time the Contractor moves into any area where parking exists.

3.2 CONSTRUCTION SIGNAGE

- A Contractor shall post a sufficient number of "NO PARKING ANY TIME" signs to warn the public away from the area of the work. Removal by towing cannot be accomplished until the expiration of the 72-hour warning time.
- B Prior to Construction, Contractor will place sign panels printed on heavy poster board with the following message: "NO PARKING ANY TIME" in two-inch (2") red letters, upper half of sign, with yellow background; and "TOW AWAY ZONE" in one and one-half inch (1-1/2") yellow letters with red background near the lower edge of sign above the cited code. Each sign panel will have the following code citation in one-quarter inch (1/4") minimum height letters across the bottom of the sign "SAN DIEGO UNIFIED PORT DISTRICT ORD. 8.16/8.17" and above the foregoing code citation, in one-half inch height letters, each sign shall state "VEHICLES IN VIOLATION WILL BE CITED AND/OR TOWED AWAY AT THE OWNERS EXPENSE". Contractor shall mount each sign panel on Contractor-furnished stake, or other supporting device, at a height not less than two feet above the ground. Removal of vehicles from work area will be arranged by District. No Parking Any Time signs shall be erected and removed by the Contractor as directed by the Engineer.
- C The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. Furnish to the Engineer names and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond, the local authorities shall call out other forces to accomplish emergency service. The Contractor will be held responsible for the cost of such emergency service.

3.3 VEHICULAR TRAFFIC CONTROL

- A Detour Routing
 1. Notify the Engineer at least 14 calendar days in advance of proposed detours. Detours shall be subject to approval by the jurisdiction having authority and the project Engineer.
 2. Notify Metropolitan Transit System at least 14 calendar days in advance of detour by calling (MTS) (619) 595 3088 Or (619) 595 4909.
 3. Notify Fire Department at least 14 calendar days in advance of proposed detours.
 4. Post detour routes to provide clear guidance to traffic.
 5. Traffic lane transitions from permanent lanes to construction zone patterns shall be tapered in accordance with the requirements for the normal posted speed limit.

3.4 PEDESTRIAN TRAFFIC CONTROL AND SAFETY

- A Maintain and safely delineate a minimum of one 4-foot-wide pedestrian walkway along each public street at all times during construction.

3.5 PERMANENT TRAFFIC CONTROL DEVICES

- A Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless as substitute operation is arranged for and accepted as a portion of vehicular traffic control above.

3.6 TEMPORARY PAVEMENT MARKERS FOR STREETS

- A Place temporary pavement markers to delineate striping as required for traffic control during construction by methods approved by District.

3.7 REMOVAL OF TRAFFIC CONTROL DEVICES, EQUIPMENT AND MARKINGS

- A Contractor shall remove all traffic control devices, equipment and markings in each construction area following completion of Contractor's operations in the area.
- B Temporary pavement markers located at location of permanent striping shall not be left in place. Temporary pavement markers shall be removed and disposed of off Tidelands.

END OF SECTION

SECTION 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the temporary environmental controls requirements that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications or any codes, certifications, notices, etc. that may be required by jurisdictions that have authority over the Work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 - 1. GENERAL CONDITIONS, ARTICLE 5.3.15 - TRENCHES OR OTHER EXCAVATIONS AND HAZARDOUS OR CONTAMINATED CONDITIONS
- B Related Sections:
 - 1. Section 01 74 19 - Construction Waste Management and Disposal.

1.3 POTENTIAL CONTAMINATION

- A Historical Use: The properties that comprise the San Diego Unified Port District (District) Tidelands have been historically used for industrial purposes since the late 1800's. Due to these industrial activities, the potential exists that any excavation and some work related to certain structures conducted on the District Tidelands may expose hazardous wastes and contaminated soil/ground water and other contaminated materials.
- B Disclosure Statement: Contamination may include, but is not limited to, petroleum hydrocarbons, poly-nuclear aromatic hydrocarbons, polychlorinated biphenyls, heavy metals, asbestos-containing materials, lead-containing surfaces, and other hazardous substances. This statement serves as District disclosure of the potential for such contamination and in doing so, the protection and well-being of Contractor and subcontractor personnel health and safety is the sole responsibility of Contractor per Title 29 Code of Federal Regulations (CFR) part 1910.120.
- C Submittal: Prior to the award of the Contract, the Contractor shall sign the NOTIFICATION REGARDING ENVIRONMENTAL CONDITIONS attached as **Exhibit A**, at the end of these Specifications. Such statement shall be a part of these Specifications.

1.4 HAZARDOUS WASTE

- A Notifications: In addition to the requirements and obligations of the Contractor, as provided in Article 5.3.15, "TRENCHES OR OTHER EXCAVATION AND HAZARDOUS OR CONTAMINATED CONDITIONS", of the General Conditions, during the course of the Work if Contractor discovers, at any location or any depth on the

project site, any contaminated or uncontained materials or objects which appears to be or to contain hazardous wastes, Contractor shall not move or disturb said materials or objects and shall immediately notify the Engineer orally thereof and then by written report within three (3) days. Included in the written report shall be a brief description of what was discovered, the location, odor, texture and any other circumstances or physical characteristics which may assist the Engineer in evaluating the site conditions. Under no circumstances shall the Contractor disturb or remove any such materials or objects until after written direction has been received from the Engineer.

1.5 SOUND CONTROL

- A Compliance with Local Regulations: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose for the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer, so as to produce a maximum noise level of 85 dBA at five (5) feet. No internal combustion engine shall be operated at the work site without said muffler.
- B Minimize Noise: Operations shall be performed in a manner to minimize unnecessary noise generation.
- C Other Contract Specifications: The Contractor shall comply with all other sound control measures specified in the contract documents.
- D Noise Reduction Methods: The Contractor shall implement noise reduction methods listed below to minimize construction noise emission levels. The intent of these measures is to minimize construction noise impact to nearby tenants. Noise reduction methods shall include, but not be limited to:
 1. Maintaining equipment mufflers and lubrication.
 2. Avoiding surface irregularities on the construction haul road to prevent unnecessary noise.
 3. Limiting the number and duration of equipment idling on site.
 4. Configuring, to the extent feasible, the construction site in a manner that keeps loud equipment and activities as far as possible from noise-sensitive locations.
 5. Minimizing noise from the use of backup alarms using any of the following measures, in conformance with OSHA regulations. This includes 1) use of self-adjusting ambient-sensitive backup alarms. The ambient-sensitive alarms shall automatically adjust to a maximum of 5 dBA over the surrounding background noise levels, or 2) manually adjustable alarms on low setting. The manually adjustable alarms shall be set at the lowest setting required to be audible above the surrounding noise, or 3) use of observers.
 6. Construction site access should be designed to the extent possible such that delivery and haul trucks move through the site in a forward manner without need to back up.

7. Contractors shall use approved haul routes to minimize noise at sensitive noise receptor sites.
8. Contractor shall schedule activities to the extent possible so that alarm noise is minimized.

E Construction Equipment Noise Level Limits and Certification:

1. Noise Level Limits: Equipment and associated equipment operating under full load shall not exceed the Lmax noise limits specified in Table 1. The 50-foot noise emission limits specified in Table 1 shall apply to the entire operation in which the equipment is engaged.
2. Noise emission limits in Table 1 shall apply to Contractor and subcontractor equipment brought on site.
3. All construction equipment may be required to be tested to ensure compliance with equipment Lmax noise limits in Table 1, as determined by the District Engineer. The equipment noise certification will be overseen by the Acoustical Engineer and certificates shall be submitted to the District.
4. Equipment that fails its random noise compliance test (i.e. exceeds the 50ft. emission limits in Table 1) shall be required to cease operation until adequate mitigation measure can be implemented.
5. Test Procedures for Construction Equipment
 - a. All engine-powered equipment shall be operated at high idle (maximum governed rpm) under full-load condition during the test.
 - b. If the Lmax noise levels (in dBA, slow) obtained during the tests exceed those specified in Table 1, the Contractor shall promptly modify or alter such equipment, or substitute other equipment, and retest the equipment to show compliance with the noise level requirements.

Table 1	
CONSTRUCTION EQUIPMENT 50 FOOT NOISE EMISSION LIMITS	
Equipment Category	Lmax Noise Limit at 50 ft
Backhoe	80
Compressor (air)	80
Dozer	85
Dump/Haul Truck	85
Excavator	85
Flat Bed Truck	85
Front End Loader	80
Generator	80
Pumps	75
All Other Equipment	85

1.6 DUST CONTROL

- A Authority and Responsibility: The Engineer shall determine the need for dust control at the work site. The Contractor shall take whatever steps, procedures, or means as are required to prevent unaccepted dust conditions being caused by his operations in connection with the execution of the Work; in any building and on any road which the Contractor or any of his subcontractors are using. Control may be by sprinkling of water, use of dust palliatives, modification of operations, or any other means acceptable to the District.
- B The Contractor shall have at least one water truck working on the site at all times during the clearing and grubbing and excavation work. The excavation area and the access road and haul road shall be watered as needed to keep the dust down, and as required by the Engineer.
- C The Contractor shall set up an area to block wind and contain removed materials, dust, debris and shavings generated by the Contractor including cutting, drilling, and trimming. All materials that are removed and to be disposed of shall be contained within this area.
- D The Contractor shall take whatever steps, procedures, or means as are required to prevent the generation of dust conditions being caused by his operation in connection with the execution of the Work; and on any road which the Contractor or any of his subcontractors are using. Control shall be by sprinkling of water, use of dust palliatives, modification of operations, or any other means acceptable to the District.
- E Damage to personal property, etc., resulting from the Contractor's construction operations shall be borne by the Contractor at no cost to the District.
- F The Contractor shall be financially responsible for washing vehicles and boats at nearby District tenant facilities if dust control measures are not effectively implemented and maintained.
- G General: The Contractor shall keep the street and work area clean at all times by means of mechanical sweepers or hand sweeping. Water will be used for dust control only, and not for cleaning streets.

1.7 WASTE REMOVAL

- A Daily: The Contractor shall contain, sweep, and properly dispose of debris on a daily basis.
- B Recycling: The Contractor shall recycle or dispose of surplus materials, waste products, and debris and shall make necessary arrangements for such recycling or disposal. The Contractor shall obtain written permission from property owner prior to disposing surplus materials, waste products, or debris on private property. A copy of the written permission shall be furnished to the District.
- C Regulations: All waste disposals shall be in accordance with applicable Federal, State, and local laws and regulations, and District requirements.

- D Landfill Requirements: If the Contractor proposes to dispose of construction debris, trench spoils, excavation spoils, etc., at a landfill, he shall be responsible to provide and pay for all permits and analyses required by the landfill.
- E Prohibitions: Ditches, washes, or drainage ways shall not be filled.
- F Disposal Site Maintenance: Disposal operations shall no create unsightly or unsanitary nuisances.
- G Site Condition: The Contractor shall maintain the disposal site in a condition of good appearance and safety during the construction period.

1.8 DRAINAGE

- A Regulations: The Contractor shall take all necessary actions as required to meet discharge requirements of the State of California Regional Water Quality Control Board (RWQCB) and other pertinent local ordinances and regulation pertaining to dewatering and/or site drainage discharged into storm drains, bays, ocean, and creeks. This may include, but may not be limited to, the use of retention basins and silt basins to settle most of the solids prior to discharge.
- B Existing Drainage: In excavation, fill, and grading operations, care shall be taken to not disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property on into streets or drainage ways inadequate for the increase flow. Adequate drainage shall be provided to protect the Work.
- C Construction BMP: Refer to Section 01 57 23 [(SF)] – TEMPORARY STORM WATER POLLUTION CONTROL for additional details.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 23.05

TEMPORARY STORM WATER POLLUTON CONTROL - NO SWPPP REQUIRED

PART 1 GENERAL

1.1 SUMMARY

- A This section describes the temporary storm water pollution control requirements for construction sites less than one acre that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the Specifications or any regulations, codes, certifications, notices, etc. that may be required by jurisdictions that have authority over the Work.

1.2 RELATED SECTIONS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B Related Sections include the following:
 1. Section 01 41 00 – Regulatory Requirements
 2. Section 01 33 00 – Submittal Procedures
 3. Section 01 50 13 – Temporary Construction Facilities And Utilities
 4. Section 01 57 19 – Temporary Environmental Controls
 5. Section 01 74 19 – Construction Waste Management And Disposal

1.3 SCOPE OF WORK

- A The Work includes implementation and maintenance of storm water pollution prevention Best Management Practices (BMPs) required to control discharges to the storm water conveyance system of direct discharges to the San Diego Bay from construction activities as shown on the drawings and as specified in these Special Provisions.
- B The BMPs shall apply to all construction related areas and activities associated with the projects, such as staging areas, equipment and material storage sites, waste management areas, temporary plant sites, and borrow pit operations that may be outside the construction limits and shall remain and be maintained through the completion of all punch list items.

1.4 SUBMITTALS

- A Contractor shall submit the following in accordance with Section 01 33 00 “Submittal Procedures” and Section 01 31 19 “Project Meetings”. All items indicated below are required submittals requiring District’s review and approval.
 1. List of BMPs to be used and a site plan showing the location of the BMPs.

1.5 REGULATIONS

- A Comply with all applicable federal, state, and local regulations, including but not limited to air, water, environmental, transport and disposal regulations. Specific regulations applicable to discharges to the storm water conveyance system for this project include the following:
1. Regional Water Quality Control Board (RWQCB) Order No. R9-2013-0001 as amended by Nos. R9-2015-0001 and R9-2015-0100, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266, Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region (Municipal Storm Water Permit) as amended, and/or modified.
 2. San Diego Unified Port District Ordinance 2815 – Ordinance Amending Article 10 of the San Diego Unified Port District Code – Stormwater Management and Discharge Control – In Conformance with the Municipal Stormwater Permit (Article 10).
https://www.portofsandiego.org/search?keyword=2815&location=&topic=&sort_by=search_api_relevance&sort_order=DESC

1.6 REFERENCES

- A The publications and guidance listed below form a part of this specification to the extent referenced. These items are referred to in the text by the basic designation only.
1. Port of San Diego Jurisdictional Urban Runoff Management Program, Construction Component Chapter 5,
<https://www.portofsandiego.org/environment/environmental-protection/stormwater>
 2. California Stormwater Quality Association (CASQA) 2023 Construction BMP Handbook, <https://www.casqa.org/resources/bmp-handbooks> - Supplemental guidance on the installation and maintenance of common erosion and sediment control BMPs, good housekeeping BMPs, waste management BMPs, and other commonly used practices for construction sites in California.

1.7 BEST MANAGEMENT PRACTICES

- A Best Management Practices: All construction activities shall be evaluated by the Contractor for their potential to impact storm water quality. Adequate BMPs shall be identified and implemented to control the potential impacts. The BMPs shall include effective erosion and sediment controls, non-storm water management controls, material and waste management controls, and temporary impermeable canopy BMPs.
- B Guidance for use of working details for BMPs are described in the publications listed above. The Contractor shall implement and maintain the BMPs as appropriate.
- C The Contractor, with the approval of the Engineer, shall modify the working details, as necessary, to adapt the BMPs for site conditions to meet the pollution control

objectives. There shall be no additional costs to the District resulting from modification of selected BMPs used by the Contractor to achieve the pollution prevention objectives.

D General BMP requirements include the following:

1. No discharges of any material may enter the storm drain system including wash water, dust, petroleum products, soil, or debris. The Contractor must immediately remove any such material that inadvertently enters the storm drain system of the receiving water body.
2. If any contractor activity could potentially release materials to the storm drain system, appropriate protection of the storm drain system shall be implemented. Storm drain protection may include storm drain barriers or filtration systems. Note: Sandbags are not appropriate for activities lasting more than 7 days.
3. Any materials being stored which could release constituents by wind or runoff transport shall be protected by overhead cover, secondary containment, tarpaulins, or other appropriate methods.
4. Contractor shall ensure all stockpiles are covered daily throughout the term of the contract. All dirt and/or debris transported onto paved surfaces shall be removed at the end of each workday.
5. Any fuel products, lubricating fluids, grease or other products and/or waste released from the Contractor's vehicles or equipment shall be collected and disposed of immediately, in accordance with state, Federal, and local laws.
6. Any pavement cutting activity that generates cutting waste shall be collected/vacuumed and properly disposed of.
7. All job site waste materials, trash, debris shall be properly contained and covered and properly disposed of at the completion of work, including unsalvageable materials that may have been used in the storm water pollution prevention plan.
8. Contractor shall ensure that all employees are trained and provided with training on the nature and implementation of the special provisions outlined above. This training shall include identifying the location of the storm drains on the job site and highlighting the proximity of the bay and the direct connection between the storm drain and the bay.

PART 2 PRODUCTS

2.1 GENERAL

- A Types: Materials shall be as shown and specified in the publications listed above.
- B Availability: The Contractor shall have adequate materials on site to deploy BMPs to protect the exposed portions of the site and to prevent sediment and pollutant discharges from the site.

PART 3 EXECUTION

3.1 GENERAL

- A The regulations listed in this Section prohibit degradation of water quality and require prevention or control of discharges from construction sites and construction activities for all District projects.
- B The Contractor shall implement appropriate BMPs to prevent and/or control potential discharges and to protect the storm water conveyance system from any and all activities with the potential to release materials directly or indirectly into the storm water conveyance system.
- C If a selected BMP fails, it shall be repaired and modified, if necessary, or replaced with an acceptable alternate as soon as it is safe to do so.

3.2 AUTHORITY OF THE ENGINEER AND DISTRICT STAFF

- A The Engineer has the authority to require BMPs to be installed or maintained by the Contractor at any time and to stop or delay work that could result in pollutant transport, until such time as the Contractor provides adequate BMP protection.

3.3 UNAUTHORIZED DISCHARGES

- A No discharges of any material may enter the storm water conveyance system including process and wash waters, dust, petroleum products, soil or debris. The rinsing of paint or cementitious products into storm drains is prohibited. The Contractor shall be responsible for cleanup, mitigation, and penalties resulting from failure to implement and maintain appropriate BMPs for pollution prevention.

3.4 NOTIFICATION

- A The Contractor shall notify the Engineer immediately of any unauthorized releases to the storm drain. The Contractor shall immediately document all unauthorized releases including but not limited to the time, date and duration, material released, and action taken to stop discharge and prevent future discharges. Documentation shall be provided to the Engineer.

3.5 CLEANUP

- A All unsalvageable materials used in the BMP program shall be properly disposed of outside of the Tidelands at the completion of work.

END OF SECTION

SECTION 01 71 13 MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 DESCRIPTION

- A Mobilization shall mean preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, staging areas, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- B Demobilization shall consist of all work required to prepare plant and equipment for the return trip and removing all plant equipment, labor, unused materials and incidentals from the job site at the completion of all contract work as shown in the contract drawings and as specified in these specifications, including any land-based staging area used in the prosecution of the work, and cleanup of all facilities to pre-project conditions.

1.2 REFERENCE

- A The publications of the most recent edition and addenda listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only.
- B The State of California Department of Transportation Standard Specifications (CALTRANS).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 MOBILIZATION AND DEMOBILIZATION

- A Perform all work of Mobilization and Demobilization in accordance with the provision in Section 11, "MOBILIZATION," CALTRANS and these Technical Specifications.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

- A This Section describes the requirements of construction and demolition waste management including Recycling and Solid Resource Management Plan (RSRMP), FORM A, Materials Management and Disposal Plan (MMDP), and Summary of Solid Waste and Disposal and Diversion (SSWDD), FORM B.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 1. SECTION 01 11 00 - SUMMARY OF WORK
 2. SECTION 01 13 00 - SUPPLEMENTARY REQUIREMENTS
 3. SECTION 01 57 19 - TEMPORARY ENVIRONMENTAL CONTROLS
 4. SECTION 01 14 00 - WORK RESTRICTIONS
 5. SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION
 6. SECTION 01 35 23 - OWNER SAFETY REQUIREMENTS
 7. SECTION 01 41 00 - REGULATORY REQUIREMENTS

1.3 DESCRIPTION

- A Assembly Bill 939, California Integrated Solid Waste Management Act of 1989 requires that localities throughout the State develop source reduction, reuse, recycling, and composting programs to reduce the tonnage of solid waste disposed in landfills 25 percent by 1995 and 50 percent by the year 2000. The disposal of materials resulting from all District projects shall, at a minimum, comply with the California Integrated Solid Waste Management Act of 1989 (AB 939).
- B In addition to AB 939, all materials disposed shall be used or recycled in accordance with any local Construction and Demolition (CUD) debris ordinances in effect for work conducted within the Port's jurisdictional member cities (City of San Diego, City of Chula Vista, City of National City, City of Imperial Beach and City of Coronado). The Contractor must demonstrate that C&D debris ordinance requirements of the jurisdictional member city or cities in which the project is located have been complied with and shall submit such documentation to the District.

1.4 SUBMITTALS

- A RSRMP and (FORM A) to the Engineer for approval.
- B MMDP to the Engineer for approval.
- C SSWDD (FORM B) and Disposal Manifest.

1.5 MANAGEMENT

- A Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste include products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the Work. Contractor shall conduct a site assessment and estimate the types and quantities of materials under the Work that are anticipated to be feasible for source separation for recycling, or reuse, and shall note the procedures intended for a recycling, reuse, or salvage program. In the management of waste, consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. Contractor is solely responsible for anticipating market changes in pricing and demand. The contractor is also solely responsible for coordinating the work to recycle or reuse material. Contractor shall be responsible for implementation of any special progress involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations. No change orders or additional compensation will be provided to the contractor for changes in the recycle market or demand.
- B Materials resulting from demolition including equipment to be removed by Contractor and determined by Contractor as being recyclable, reusable, recoverable, salvageable, re processed material and/or equipment then the Title is vested in Contractor upon approval by the Engineer and demolition/removal activities conform to environmental regulations and Contract Specification Sections.
- C If Contractor elects to recycle and/or reuse and/or salvage and/or recover and/or process items/materials resulting from the demolition; which requires Contractor to perform means and method-operations, such as; crushing operations, reduction in size operations. Processing of materials operations to be conducted on the construction site; then indemnity provisions of General Conditions applies at commencement of the Contractor means and method operations and thereafter.

1.6 RECYCLING AND SOLID RESOURCE MANAGEMENT PLAN (RSRMP)

- A Contractor shall be prepared to discuss the contractor's proposed RSRMP at the pre construction conference. Prepare and submit a RSRMP within ten (10) days after the pre-construction meeting. The plan shall include the following:
 1. Name of individuals on the Contractor's staff responsible for waste prevention and management.
 2. Actions that will be taken to reduce solid waste generation.

3. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
4. Characterization, including estimated types and quantities, of the waste to be generated.
5. Name of the landfill to be used.
6. Identification of local and regional reuse programs.
7. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.
8. Review of Contractor's RSRMP will not otherwise relieve Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
9. The RSRMP Form explanation is provided (FORM A).

1.7 MATERIALS MANAGEMENT AND DISPOSAL PLAN (MMDP)

- A Prepare a MMDP and submit a copy of the plan for Engineer acceptance prior to disposing of any material (except for water wastes which shall be addressed in the Storm Water Pollution Prevention Plan). The plan shall identify how Contractor will remove, handle, transport, recycle and dispose of all material required to be removed under this Contract in a safe, appropriate, and lawful manner in compliance with all applicable regulations of local, state, and federal agencies having jurisdiction over the disposal of removed materials. Materials or wastes shall only be recycled, reused, reclaimed, or disposed of at locations approved on the MMDP. A list of recycling and disposal sites can be found at the County of San Diego's website at: www.sdcountry.ca.gov/dpw/managementlinactvlnnd.html.
- B Submit permission to reuse, recycle, reclaim, or dispose of material from reuse, recycling, reclamation, or disposal site owner along with any other information needed by the District to evaluate the acceptability of the proposed reuse, recycling, or disposal site prior to removing of any material from the project site. All existing information pertinent to the characterization of the material or waste must be disclosed to the District and the reuse, recycling, reclamation, or disposal facility. Submit copies of any profile forms and/or correspondence between Contractor and the reuse, recycling, reclamation, or disposal facility.
 1. Contractor is to comply with SECTION 01 13 00 SUPPLEMENTARY REQUIREMENTS, regarding demolition and removal "Title to Material", "Indemnifications", and "Exclusions on Delivered Locations".

1.8 SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION (SSWDD)

- A Failure to submit this Form and its supporting documentation may delay final acceptance and release of retention. Include manifests, weight tickets, receipts, and invoices specifically identifying the Project and materials sent to:

1. Source Separated Recycling Facilities
2. Mixed Debris Recycling Facilities
3. Class III Landfills
4. Inert Materials accepted at class II landfills ad daily cover.
5. Inert Fills (to be determined by the District).

B Contractor shall submit to the Engineer the completed Form quantifying all materials generated in the Work, disposed in Class III landfills, or diverted from disposal brought recycling. Indicate zero (0) if there is no quantity to report for a type of material. As indicated on the Form:

1. Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Obtain District's written permission before proceeding with utility interruptions.
2. Indicate locations to which materials are delivered for disposal, recycling, accepted as daily cover, or taken for inert backfill.
3. The Form shall be accompanied by legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents shall be from recyclers and/or disposal site operators that can legally accept the materials for re-use, recycling, or disposal.
4. Indicate the Project title; Specification Number; name of the company completing Form and compiling backup documentation; the printed name, signature, and daytime phone number of the person completing the Form, the beginning and ending dates of the period covered on the Form, and the date that the Form is completed.

1.9 DISPOSAL MANIFESTS

A Manifests shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Manifests shall be submitted to the District for signature prior to transportation and disposal by Contractor and Affidavit of Disposal is required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DISPOSAL OPERATIONS

A Using a permitted waste hauler or Contractor's own trucking services, Contractor shall legally transport and dispose of materials under this program that cannot be delivered to a source separated or mixed recycling facility, to a transfer station or disposal facility that can legally accept the materials for disposal.

3.2 HAULING

- A Contractor is responsible for arranging collection of materials under this program by a permitted waste hauler or using Contractor's own trucks, to facilities that can legally accept construction and demolition materials for purpose of re-use, recycling, or disposal.
- B Prior to delivering materials under this program, Contractor shall familiarize itself with the specifications for acceptance of construction and demolition materials at recycling facilities.

FORM A				
CONTRACTOR'S RECYCLING AND SOLID RESOURCES MANAGEMENT PLAN				
Contract Number		Specification Number		
Project Title				
Contractor's Name				
Address				
Phone				
Date Submitted				
<p>These are procedures to be used for re-using, salvaging, or recycling materials. Indicate the procedures (by number), types of materials, and estimated quantities that will be recycled or disposed in the sections below:</p> <ol style="list-style-type: none"> 1. Hand-wrecking to recover salvageable materials 2. On-site concrete and asphalt crushing for use on-site 3. On-site concrete and asphalt crushing for use off-site (not permitted) 4. Source separation of materials and separately hauling to recyclers 5. Hauling mixed recyclables to a mixed debris recycling facility 6. Other (please describe) 				
RE-USE/SALVAGE/RECYCLING OF MATERIALS				
Type of Material	Procedures to be used (as above)	Facility to be used/ Location	No. of Estimated Quantities	
			Tons	Cubic Yards
ASPHALT/ASPHALT CONCRETE				
CONCRETE				
SOILS (CLEAN)				
GREENS (CLEAN)				

SCRAP METAL				
SALVAGE ITEMS (Describe)				
OTHER (Describe)				
MISC. CONSTRUCTION DEBRIS				

FORM B							
SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION							
Contract Number				Specification Number			
Project Title							
Contractor's Name							
Address							
Phone							
Type of Material	Name of Facility/Site Where Taken	(a) Disposed in Class II Landfills		(b) Diverted from Class III Landfills by Recycling or Accepted at Class Ipil Landfill as Daily Cover		(c) Disposed in Inert fills (District approved site only)	
		Tons	Cubic Yards	Tons	Cubic Yards	Tons	Cubic Yards
ASPHALT/ASPHALT							
CONCRETE							
CONCRETE							
METAL							
OTHER SEGREGATED MATERIALS (Describe):							

MISCELLANEOUS CONSTRUCTION WASTE							
COMPANY NAME				DATE OF REPORT:			
NAME OF PERSON COMPLETING FORM: (Please Print):							
TITLE				DAYTIME PHONE:			
SIGNATURE							
PERIOD COVERED IN THIS REPORT: FROM:				TO:			

END OF SECTION

SECTION 02 41 00 DEMOLITION AND REMOVAL

PART 1 GENERAL

1.1 SUMMARY

- A The work of the demolition includes, but is not limited to, saw cutting, breaking, removing, segregating loading, placing at temporary stockpiles prior to removal (as directed for further characterization by the District), and recycling and disposal fees for the following items: PCC and AC paving, security booth, concrete pad, paved and landscaped medians, curb, gutter, bollards, entry gate, fencing, wheel stops, block wall with footings, striping, and all other existing improvements as needed to complete the proposed work.

1.2 RELATED REQUIREMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. Refer to:
 1. Section 01 10 00 - Summary of Work
 2. Section 01 50 00 - Temporary Facilities and Controls
 3. Section 01 57 00 - Temporary Erosion and Sediment Control
 4. Section 01 74 00 - Cleaning and Waste Management

1.3 REFERENCE STANDARDS

- A Standard Specifications for Public Works Construction (SSPWC), 2024 Edition (Greenbook)
- B San Diego Regional Standard Drawings (2022)
- C ANSI A10.6 Safety and Health Program Requirements for Demolition Operations
- D ANSI/ASCE 7 - Minimum Design Loads for Buildings and Other Structures
- E OSHA - Occupational Safety and Health Administration Regulations

1.4 REGULATORY REQUIREMENTS

- A In addition to the foregoing referenced standards, the regulatory requirements that govern the work of this Section include the following governing codes:
 1. California Code of Regulations (CCR), Title 8, Chapter 4, Subchapter 4 - Construction Safety Orders.
 2. California Code of Regulations (CCR), Title 24, Part 2, California Building Code, Chapter 33, "Site Work, Demolition and Construction."

1.5 PERMITS

- A The Contractor shall obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.

1.6 SUBMITTALS

- A Permits: Submit copies of demolition, hauling, recycling receipts, weight tickets and debris disposal permits and notices for recordkeeping purposes. Include description of proposed haul routes.

1.7 SITE CONDITIONS

A Protection of Persons and Property

1. Erect and maintain temporary barriers, bracing, lights, barricades, signs, and other measures as necessary to protect the workers, the public, and adjoining facilities from damage from demolition work, all in accordance with applicable codes and regulations.
2. Open depressions and excavations occurring as part of this work shall be barricaded and posted with warning lights when accessible through adjacent facilities. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect utilities, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.
4. Prior to demolition of the existing storm drain system and construction of the proposed storm drain system, the Contractor shall have the measures described in the Storm Water Diversion Plan in place.

B Protection of Utilities

1. Contractor shall identify existing utilities onsite. Protect active sewer, water, gas, electric, and other utilities; and drainage as indicated or, when not indicated, found or otherwise made known to the Contractor before or during demolition work. If utility is damaged, immediately notify the utility owner for corrective action.
2. Arrange with and perform work required by utility companies and municipal departments for discontinuance or interruption of utility services due to demolition work.

C Dust Abatement

1. Comply with requirements specified in Section 01 50 13 – Temporary Construction Facilities and Utilities, and the following:
 - a. Provide continuous noise and dust abatement as required to prevent disturbances and nuisances to the public, workers and to the occupants of the adjacent facilities and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisances.
 - b. When a certain level of noise is unavoidable because of the nature of the work or equipment involved, and such noise is objectionable to the occupants of adjacent facilities, make arrangements with the jurisdictional

authorities to perform such work or operate such equipment at the most appropriate time periods of the day.

2. Unknown Conditions

- a. The Contract Drawings and related documents may not represent all surface conditions at the site and adjoining areas. The known surface conditions are as indicated, and shall be compared with actual conditions before commencement of work. The Contractor shall notify the Engineer of any site condition discrepancies prior to beginning any construction activities.
- b. Existing utilities and drainage systems below grade are located from existing documents and from surface facilities such as manholes, valve boxes, area drains, and other such surface fixtures.
- c. If existing active services encountered are not indicated or otherwise made known to the Contractor and interfere with the permanent facilities under construction, notify the Engineer in writing, requesting instructions on their disposition. Take immediate steps to ensure that the service provided is not interrupted, and do not proceed with said work until written instructions are received from the Engineer.
- d. Remove pavement of whatever thickness as required.

PART 2 PRODUCTS

2.1 MATERIALS, EQUIPMENT, AND FACILITIES

- A The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal work.

PART 3 EXECUTION

3.1 DEMOLITION

- A Perform demolition in accordance with the approved Improvement Plans. Perform demolition work in accordance with ANSI A10.6, ANSI/ASCE 7, OSHA, and the California Code of Regulations, Title 8 and Title 24, as applicable.
- B Backfill and compact depressions caused by excavations, demolition, and removal in accordance with applicable requirements.

3.2 REMOVAL

- A Sawcut, break, and remove existing PCC and AC paving and site improvements, as shown on the plans and as necessary for construction of the Project. The stockpile management of the removed materials and their associated payment shall be in accordance with Section 01 50 13 – Temporary Construction Facilities and Utilities.
- B Remove utility lines to the limits shown on the plans and backfill as required.

3.3 STRIPING REMOVAL

- A Remove pavement markings without damaging the underlying pavement surface.
- B Methods:

1. Grinding or scarification.
2. High-pressure water blasting.
3. Sandblasting or other approved techniques.
4. Perform removal to leave no visible remnants of the markings.

3.4 CLEANUP

- A Provide a clean and orderly site at all times.
- B Remove demolished materials from the site promptly.
- C Recycle materials where possible.
- D Dispose of non-recyclable materials in compliance with local regulations.
- E Remove debris, rubbish, and waste materials from the site.
- F Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.
- G Restore areas affected by demolition to a condition equal to or better than before demolition.
- H Where existing striping is to be removed, completed areas shall be free of marking remnants, with the pavement surface intact and suitable for new striping application.

END OF SECTION

SECTION 13 34 23 SECURITY BOOTHS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A Manufacturer-engineered, factory-fabricated control booths.
 - 1. One (1) Standard 4' x 6' Booth.
 - 2. One (1) Standard 6' x 8' Booth.

1.2 ADMINISTRATIVE REQUIREMENTS

- A Preinstallation Meeting: Conduct a preinstallation meeting one week prior to start of this work to verify control booth requirements and manufacturer's installation instructions.

1.3 SUBMITTALS

- A See SECTION 01 33 00 - SUBMITTAL PROCEDURES
- B Product Data: Submit product data sheets, including material descriptions, dimensions and profiles of components and finishes, and preparation instructions and recommendations.
- C Shop Drawings: Submit plans, elevations, sections, construction details, and utility connections as necessary for this work.
- D Certificate: Certify that materials meet or exceed specified performance criteria, characteristics, and physical requirements.

1.4 QUALITY ASSURANCE

- A Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A Deliver products in manufacturer's unopened packaging and store until ready for installation.
- B Protect components and accessories from corrosion, deformation, damage and deterioration when stored at job site. Keep materials free from dirt and foreign matter.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A Basis of Design - Modular Security Booths
 - 1. Guardian Booth LLC
 www.guardianbooth.com
 Info@guardianbooth.com
 Phone: (844) 992-6684

2. Approved Equal.

2.2 BASIS OF DESIGN

- A Standard 4' x 6' booth: Guardian Booth GB4X6S-C
- B Standard 6' x 8' booth: Guardian Booth GB6X8S-C

2.3 MATERIALS

- A Framing: Durable weather resistant aluminum.
- B Walls: Double layer of insulated pre-painted galvanized iron panels.
- C Insulation: 2" weather-resistant R10 insulation.
- D Color: Indigo blue exterior & light gray interior.

2.4 COMPONENTS

- A Doors
 1. 4' x 6' booth: Two (2) 32" x 80" sliding door with 24" x 36" fixed windows.
 2. 6' x 8' booth: One (1) 32" x 80" sliding door with 24" x 36" fixed window.
 3. 15% tint window finish.
 4. Lockable doorknob.
 5. Door location adjustment.
- B Windows: 36" tall windows all around, sliding on 3 sides.
 1. Tempered laminate glass window.
 2. 15% tint window finish.
- C Roof: Roof overhang installed over sliding doorway.
 1. 4' x 6' booth: 5' x 7' roof to offer 4" overhang all around booth.
 2. 6' x 8' booth: 7' x 9' roof to offer 4" overhang all around booth.
- D Floor: Galvanized diamond floor plate on steel forkliftable base-frame.

2.5 LIGHTING AND ELECTRICAL

- A 4 Corner Flood Lights.
- B 100 Amps Main Breaker.
- C Power to be plumbed directly to panel box.
- D Gas Generator.

2.6 HVAC

- A Wall-Mounted HVAC.

PART 3 EXECUTION

3.1 INSTALLATION

- A Install booth in accordance with manufacturer's written instructions.

3.2 ADJUSTING

- A Adjust doors, operable windows, and hardware to operate smoothly and properly without binding, and verify that locks engage accurately and securely without forcing or binding.
- B Lubricate hardware and other moving booth components in accordance with manufacturer's written instructions.
- C Touch-up, repair or replace damaged products or exposed finishes prior to Date of Substantial Completion.

3.3 CLEANING

- A Clean booth in accordance with manufacturer's written instructions.

END OF SECTION

SECTION 32 12 16

ASPHALT CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A This section includes specifications for the materials and installation of asphalt pavement as per City of San Diego Standard SDG-113.

1.2 RELATED REQUIREMENTS

- A Standard Specifications for Public Works Construction (SSPWC), 2024 Edition (Greenbook)
- B City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK")
- C City of San Diego Standard Drawings (SDG), specifically SDG-113
- D ASTM Standards for asphalt materials and testing

1.3 SUBMITTALS

- A Product Data: Submit manufacturer's specifications and installation instructions for each material.
- B Mix Design: Provide the asphalt mix design for approval, including all test results showing compliance with specified requirements.
- C Quality Assurance: Submit test results demonstrating compliance with specified requirements.

1.4 PRODUCT HANDLING

- A Protection
 - 1. Deliver, store and handle all products in a manner to prevent damage and deterioration.
 - 2. Use all means necessary to protect the installed work and materials of all other trades.
- B Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

- A Asphalt Binder
 - 1. PG (Performance Grade) asphalt binder conforming to the requirements specified in the City of San Diego WHITEBOOK.
- B Aggregates

1. Aggregates shall conform to the gradation and quality requirements specified in the City of San Diego WHITEBOOK.
- C Asphalt Concrete
 1. Asphalt concrete mix shall be designed in accordance with the requirements of City of San Diego Standard SDG-113 and WHITEBOOK.
- D Tack Coat
 1. Emulsified asphalt conforming to the requirements specified in the City of San Diego standards.

PART 3 EXECUTION

3.1 VERIFICATION OF CONDITIONS

- A Inspection
 1. Prior to performing the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where work may properly commence.
 2. Verify that work can be installed in strict accordance with pertinent codes and regulations, the original design, reviewed submittals, and manufacturers' recommendations.
- B Discrepancies
 1. In the event of discrepancy, immediately notify the Engineer.
 2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.
- C Acceptance of Surface Conditions
 1. Provide Engineer with written acceptance of surface conditions, certifying that all surfaces are suitable for work of this Section to proceed.

3.2 PREPARATION

- A Prepare surfaces for placement of asphalt concrete as specified in the SSPWC and as follows:
 1. Aggregate base should also be compacted to 95 percent of the maximum dry density.
 2. Asphalt concrete should conform to Section 400-1 of the SSPWC and should be compacted to at least 95 percent relative compaction of the modified Proctor density in accordance ASTM D 1557.
- B Asphalt Concrete Surfacing
 1. Conform to the applicable portions of Section 302-5, "Asphalt Concrete Pavement," of the SSPWC.
 2. No paving course shall be placed when the atmospheric temperature is below 50 degrees F.

3. The surfacing shall be rolled with a combination of steel-wheel and pneumatic rollers, as described in Section 302-5.6 of the SSPWC.
4. The pavement surface, when completed, shall be smooth, dense, well bonded, and of uniform texture and appearance.
5. Pavement compacted thickness shall be flush with adjacent surface, and as detailed on the RSD.
6. All areas shall drain and be free of standing water.

C CTB Preparation:

1. Excavate and shape the subgrade to the required lines, grades, and cross-sections.
2. Remove all loose and unsuitable material.
3. Proof-roll the subgrade to identify and correct any weak areas.

3.3 PROTECTION AND CLEANING

- A Protect newly paved areas from traffic until the asphalt has cooled and achieved sufficient stability.
- B Clean up any spills, excess materials, and debris from the site.

3.4 FIELD QUALITY CONTROL

A Allowable Tolerances

1. Surface Smoothness
 - a. The transverse slope of the finished surface shall match existing and be uniform to a degree such that no depressions greater than 1/4-inch are present when tested.

END OF SECTION

SECTION 32 13 13 CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A Concrete driveway approach in accordance with the City of San Diego Standard Drawing SDG-113.

1.2 REFERENCE STANDARDS

- A Standard Specifications
 - 1. Standard Specifications for Public Works Construction (SSPWC), 2021 Edition (Green Book).
- B Standard Drawings
 - 1. San Diego Regional Standard Drawings (2022).

1.3 RELATED REQUIREMENTS

- A City of San Diego Standard Drawings and Specifications:
 - 1. SDG-113 - Concrete Driveway Approach.
 - 2. SDG-117 - Portland Cement Concrete Pavement.
- B American Concrete Institute (ACI):
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 318 - Building Code Requirements for Structural Concrete.
- C American Society for Testing and Materials (ASTM):
 - 1. ASTM C150 - Standard Specification for Portland Cement.
 - 2. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 - 3. ASTM C33 - Standard Specification for Concrete Aggregates.

1.4 SUBMITTALS

- A Product Data
 - 1. Submit manufacturer's product data for concrete mix, including mix design and test results.
- B Certifications
 - 1. Submit certifications for concrete mix design and materials, confirming compliance with specified standards.

PART 2 PRODUCTS

2.1 MATERIALS

- A Concrete
 - 1. Portland Cement: ASTM C150, Type I or II.

2. Aggregates
 - a. ASTM C33, clean, hard, durable, and well-graded.
3. Water
 - a. Clean, potable, and free from harmful amounts of oils, acids, alkalis, organic materials, or other deleterious substances.
4. Admixtures
 - a. ASTM C494, Type A (Water-Reducing), Type B (Retarding), Type D (Water-Reducing and Retarding), or Type F (High-Range Water-Reducing), as approved.

B Joint Materials

1. Expansion Joint Filler
 - a. ASTM D1751, non-extruding and resilient bituminous type.

2.2 MIX DESIGN

A Concrete Mix Design:

1. Refer to Green Book Section 201-1 for Portland Cement Concrete Requirements.

PART 3 EXECUTION

3.1 VERIFICATION OF CONDITIONS

- A** Verify that subgrade is properly compacted and graded to the required elevation.
- B** Notify the Engineer of any unsatisfactory conditions. Do not proceed with the installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A Subgrade Preparation:

1. Compact subgrade to at least 95% of maximum dry density as determined by ASTM D1557.
2. Remove all loose material, debris, and standing water.

3.3 INSTALLATION

A Concrete Placement

1. Place concrete in accordance with ACI 301 and City of San Diego Standard Drawing SDG-113.
2. Place concrete continuously to prevent cold joints. If a section cannot be placed continuously, provide appropriate construction joints.

B Finishing

1. Screed and float concrete to the required level and slope.
2. Apply broom finish perpendicular to traffic flow for a non-slip surface.
3. Round edges and joints with an edging tool.

C Jointing

1. Install expansion joints at locations and intervals as indicated on the City of San Diego Standard Drawings.

D Curing and Inspection

1. Cure concrete in accordance with ACI 308.1.
2. Inspect formwork, reinforcement, and placed concrete for compliance with specifications.
3. Notify the Engineer of any deficiencies or deviations.

END OF SECTION

SECTION 32 17 23 PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

- A This section includes specifications for the materials and installation of pavement striping and markers as per Caltrans and San Diego Regional Standards.

1.2 RELATED REQUIREMENTS

- A Caltrans Standard Specifications (2024)
- B California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014)
- C Caltrans Standard Plans (2024)
- D San Diego Regional Standard Drawings (2022)
- E ASTM Standards for Pavement Markings
 - 1. ASTM D4956: "Standard Specification for Retroreflective Sheeting for Traffic Control"
 - 2. ASTM D913: "Standard Practice for Evaluating Degree of Resistance to Wear of Traffic Paint"

1.3 DELIVERY AND STORAGE

- A Deliver materials in original, unopened packages with labels intact.
- B Store materials in a dry, protected area, away from extreme temperatures.

1.4 PROJECT CONDITIONS

- A Perform work only under suitable weather conditions, as specified by the material manufacturer, Caltrans standards, and County of San Diego standards.
- B Ensure surface is dry and clean before application.

PART 2 PRODUCTS

2.1 MATERIALS

- A Pavement Marking Paint
 - 1. As specified in Caltrans Standard Specifications, Section 84-2, and San Diego Regional Standard Drawings.
 - 2. On asphalt concrete pavement, all parking stalls, linear striping, ADA symbol, and curb markings shall be waterborne paint conforming to Section 84-2.02C, "Paint," of the Caltrans Standard Specifications. Two coats shall be applied.
- B Colors
 - 1. White, blue, yellow, and other specified colors.
- C Retroreflective Pavement Markers

1. Conform to Caltrans Standard Specifications, Section 85, and San Diego Regional Standard Drawings.

D Types

1. Type A (non-reflective), Type B (reflective), Type C (temporary).

E Thermoplastic Striping Material

1. As specified in Caltrans Standard Specifications, Section 84-4, and San Diego Regional Standard Drawings.
2. On concrete pavement, all striping shall be Thermoplastic conforming to Section 84-2.02B, "Thermoplastic," of the Caltrans Standard Specifications.
3. All pavement arrow symbols, stop legends, and stop bars, shall be Thermoplastic conforming to Section 84-2.02B, "Thermoplastic," of the Caltrans Standard Specifications.

F Adhesives and Primers

1. Compatible with specified markers and as recommended by the manufacturer.

2.2 EQUIPMENT

- A Striping Machine: Capable of applying paint uniformly at the required width and thickness.
- B Layout Tools: Chalk line, measuring tape, and other necessary tools for accurate placement.

PART 3 EXECUTION

3.1 EXAMINATION

- A Verify that the pavement surface is clean, dry, and free of debris before starting work.
- B Confirm that environmental conditions are within the specified range for application.

3.2 PREPARATION

- A Layout: Mark the pavement for striping according to the plans and specifications.
- B Cleaning: Clean the pavement surface thoroughly to remove all dirt, dust, and debris.

3.3 APPLICATION

- A Painted Striping:
1. Apply pavement marking paint using the striping machine.
 2. Ensure uniform coverage and sharp edges.
 3. Apply at the manufacturer's recommended thickness.
- B Thermoplastic Striping:
1. Apply thermoplastic material at the specified temperature and thickness.
 2. Use appropriate heating equipment to ensure proper application.
- C Pavement Markers:

1. Install markers using recommended adhesives and methods.
2. Place markers at specified intervals and positions according to the plans.

3.4 PROTECTION AND CLEANING

- A Protect newly applied markings from traffic until they are thoroughly dry or set.
- B Clean up any spills or overspray immediately.

3.5 FIELD QUALITY CONTROL

- A Inspect applied markings and markers for proper placement, alignment, and adhesion.
- B Perform random checks to ensure compliance with thickness and retro reflectivity requirements.

END OF SECTION

SECTION 32 31 13

CHAIN LINK GATE

PART 1 GENERAL

1.1 SUMMARY

A This section includes requirements for chain link gates, including:

1. Galvanized steel frame
2. Galvanized wire mesh
3. Concrete footings
4. Inline wheels

1.2 RELATED REQUIREMENTS

- A ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B ASTM F1043 - Strength and Protective Coatings for Metal Industrial Chain Link Fence Framework.
- C ASTM F567 - Installation of Chain Link Fence.

1.3 SUBMITTALS

- A Manufacturer's specifications and installation instructions for all components.
- B Shop Drawings:
1. Gate layout and dimensions.
 2. Details of gate frame, mesh, and hardware.

PART 2 PRODUCTS

2.1 MATERIALS

- A Gate Frame:
1. Galvanized steel tubing conforming to ASTM F1043.
 2. Size:
 - a. 2-3/8" diameter full-weight frame
 - b. 1-7/8" diameter full-weight midrail
- B Mesh:
1. 9-gauge galvanized steel wire conforming to ASTM A123.
- C Posts:
1. Galvanized steel posts, 6-5/8" diameter full-weight, conforming to ASTM F1043.
- D Drop Rod:
1. Industrial-grade, 1-5/8" diameter galvanized steel.
- E Footings:

1. Per manufacturer recommendations.
2. Concrete:
 - a. Compressive strength: 3,000 psi minimum.

F Wheels:

1. Inline wheels for smooth operation per manufacturer recommendations.

2.2 FINISHES

A Galvanized Coating

1. Hot-dip galvanized per ASDTM A123.

PART 3 EXECUTION

3.1 PREPARATION

- A Verify location and alignment of gates against project plans.
- B Confirm post spacing and footing requirements.

3.2 INSTALLATION

- A Install chain link gate in accordance with ASTM F567 and manufacturer's recommendations.
- B Concrete Footings:
 1. Excavate to required dimensions.
 2. Set posts plumb and align before pouring concrete.
 3. Allow concrete to cure per manufacturer's specifications.
- C Gate Assembly:
 1. Assemble gate frame and attach mesh securely.
 2. Install inline wheels for smooth operation.
 3. Attach drop rod for securing gate in closed position.

3.3 ADJUSTING AND CLEANING

- A Verify gate operation is smooth and secure.
- B Clean all exposed surfaces and remove debris.

3.4 PROTECTION

- A Protect installed gate and components from damage during remaining construction activities.

END OF SECTION

SECTION 7.0 – APPENDICES/EXHIBITS

APPENDICES

APPENDIX A	FORMS
APPENDIX B	REGISTER OF REQUIRED SUBMITTALS
APPENDIX C	LOCKOUT/TAG-OUT PROGRAM
APPENDIX D	HOT WORK PERMIT

EXHIBITS

EXHIBIT A	NOTIFICATION REGARDING ENVIRONMENTAL CONDITIONS
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APPENDIX A

STANDARD COMMUNICATION FORMS

Form 1.....	TIME AND MATERIALS REPORT
Form 2.....	REQUEST FOR INFORMATION
Form 3.....	AS-BUILT DRAWING CERTIFICATION FORM
Form 4.....	BULLETIN (NOT USED)
Form 5.....	PROGRESS ESTIMATE
Form 5A.....	Summary of Value of Contract Work Completed
Form 5B.....	Summary of Contract Work Completed
Form 5C.....	Summary of Change Order Work Completed
Form 6.....	NON-CONFORMANCE REPORT
Form 7.....	PROCUREMENT LOG
Form 8.....	NOTICE TO STOP WORK
Form 9.....	CHANGE ORDER REQUEST
Form 9A.....	Cost Estimate Summary Sheet
Form 9B.....	Cost Estimate for Extra Work, Prime Contractor
Form 9C.....	Cost Estimate for Credits, Prime Contractor
Form 9D.....	Cost Estimate for Extra Work, Sub-Contractor 1
Form 9E.....	Cost Estimate for Extra Work, Sub-Contractor 2
Form 10.....	SUBSTITUTION REQUEST
Form 10A.....	Substitution Request Form
Form 10B.....	Substitution Warranty Form
Form 11.....	PROJECT WARRANTY SUMMARY REPORT
Form 12.....	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
Form 12A.....	Contractor's Recycling And Solid Resources Management Plan
Form 12B.....	Summary Of Solid Waste Disposal And Diversion



TIME AND MATERIALS REPORT

Project Title & Location:					
Contractor:			Contract No.:		WBS No.:
Description of work performed:					
Date:		RFI No:		Bulletin No:	
C.O.R No:					
CRAFTSMAN/CONTRACTOR		RATE/CRAFT	HOURS	O/T	TOTAL
EQUIPMENT	MANUFACTURER	MODEL #		HOURS STANDBY	HOURS UTILIZED
MATERIALS:				QUANTITY:	
<i>This report only verifies the labor, equipment and materials expended during the course of the work. Use of this form does not imply concurrence that the resources expended are in addition to the Contract</i>					
Time Verified By:				Date:	
Time Approved By:				Date:	
Contractor Representative:				Date:	



REQUEST FOR INFORMATION

Project Title:			
Contractor:		Contract No.:	WBS No.:
Date:		RFI No.:	
Submitted To:		Submitted By:	
San Diego Unified Port District Engineering-Construction 3165 Pacific Highway San Diego, CA 92101			
Author:		Co-Author:	
Subject:			
Spec. Sec. No.:		Dwg. No.:	Detail No.:
Note No.:			
Cost Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No		Schedule Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Code:			
INFORMATION REQUESTED		DATE REQUIRED:	
CONTRACTOR'S RECOMMENDATION			
RESPONSE: <i>*This response is to provide guidance and direction to the Contractor. This guidance and direction are not an approval for any additional cost or time impact to the project. If Contractor anticipates any additional cost or time impact as a result of this response, Contractor must submit a Change Order and obtain approval before ordering any material or performing any work related to this response.</i>			
Answered By:		Date Answered:	



AS-BUILT DRAWING CERTIFICATION

Project Title & Location:			
Contractor:		Contract No.:	WBS No.:
Drawing No:	Progress Payment No:	For the period beginning:	and for the period ending:
<i>Pursuant to General Conditions Article 5.3.8 "Record Drawing and Tests", Contractor certifies that the as-built drawings have been updated and jointly reviewed by the District's Inspector and the Contractor's Representative for the month that payment is requested.</i>			
Certified By: _____		Date: _____	
Contractor's Name & Signature			
Verified By: _____		Date: _____	
Inspector's Name & Signature			



ENGINEERING CONSTRUCTION

ENGINEERING CONSTRUCTION

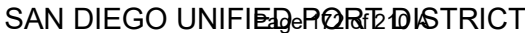


PROGRESS ESTIMATE

PART A - SUMMARY OF VALUE OF CONTRACT WORK COMPLETED

Estimate No. _____ for the period beginning _____ ending _____

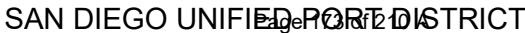
Contractor: _____	Project Title: _____
Address: _____	Location: _____
Progress Payment No: _____	Contract No.: _____ WBS No.: _____
	Scheduled Completion Date: _____
Basic Contract Work Completed to Date: _____	REMARKS:
Change Order Work Completed to Date: _____	
Materials on-hand to Date: _____	
Gross Value of Work Completed to Date: _____	
Less 5% Retention: _____	
Gross Value to Date Less Retention: _____	
Less Previous Payments: _____	
Balance Due this Request: _____	
Add: _____	APPROVED FOR PROCESSING
Less: _____	
Adjusted Amount Due Contractor: _____	
<i>*Please do not write in this shaded area*.</i>	Finance Department
CERTIFICATE OF CONTRACTOR	
<i>I certify that to the best of my knowledge and belief, all items of work for which payment id being requested have been completed in accordance with the terms of the contract, and that no part of the amount requested had been received.</i>	Reviewed & Checked by: _____ Date: _____
	Construction\Project Manager
By: _____ Date: _____	Approval Recommended: _____ Date: _____
	Engineering Manager
Title: _____	Payment Approved: _____ Date: _____
	Chief Engineer



PART B - SUMMARY OF CONTRACT WORK COMPLETED

Estimate No. _____ for the period beginning _____ ending _____

SPEC #



PART C – SUMMARY OF CHANGE ORDER WORK COMPLETED

Estimate No. _____ for the period beginning _____ ending _____

SPEC #



NON-CONFORMANCE REPORT

Project Title & Locations:				
Contractor:		Contract No.:		WBS No.:
TO:		FROM:		
		San Diego Unified Port District Engineering-Construction 3165 Pacific Highway San Diego, CA 92101		
Telephone:		Fax No.:		
NCR Number	Date Issued	Inspector	Specification	Drawing Number
YOU ARE HEREBY NOTIFIED THAT THE FOLLOWING WORK DOES NOT CONFORM TO CONTRACT DOCUMENTS AND PAYMENT FOR THIS WORK WILL BE WITHHELD UNTIL CORRECTED:				
LOCATION AND DESCRIPTION:				
CORRECTIVE ACTION REQUIRED:				
CORRECTIVE ACTION TAKEN:				
CONFIRMED BY: _____ Contractor's QC Representative			DATE:	
INSPECTED BY:			DATE:	
RELEASED BY:			DATE:	

SPEC #



NOTICE TO STOP WORK

Notice Date:

Project Title & Location:		
Contractor:	Contract No.:	WBS No.:

☐ VIOLATION☐

NO PERMIT - STOP WORK - REMOVE CONSTRUCTION OR OBTAIN PERMIT AND MAKE ANY WORK COMPLY WITH BUILDING LAWS.

GENERAL CONDITION ARTICLE 5.2.1
"DISTRICT'S RIGHT TO STOP WORK"
AND ARTICLE 5.2.6 "DISTRICT'S
OBSERVATION OF WORK".☐

CONSTRUCTION NOT IN ACCORDANCE WITH APPROVED PLANS AND PERMIT - STOP WORK - MAKE EXISTING WORK COMPLY WITH APPROVED PLANS AND PERMIT OR REMOVE IT.

☐

NO APPROVED SUBMITTALS - STOP WORK - OBTAIN APPROVAL FOR REQUIRED SUBMITTALS. MAKE ANY WORK COMPLY WITH APPROVED SUBMITTALS OR REMOVE IT.

☐

STOP WORK - UNTIL AUTHORIZED TO CONTINUE BY SAFETY INSPECTOR.

☐ CORRECTIONS REQUIRED☐

CORRECTIONS LISTED BELOW MUST BE MADE BEFORE WORK CAN BE APPROVED.

☐ PARTIAL APPROVAL☐

WORK DESCRIBED BELOW HAS BEEN INSPECTED AND IS APPROVED.

WORK AREA/LOCATION	DWG NO./DETAIL	SPEC. SECTION
DESCRIPTION:		

THE ACTIONS OR CORRECTIONS INDICATED ABOVE ARE REQUIRED WITHIN _____ DAYS.

NAME OF INSPECTOR (PRINT)_____
INSPECTOR'S SIGNATURE_____
OFFICE TEL. NO._____
DATE



CHANGE ORDER REQUEST

PART A - COST ESTIMATE SUMMARY SHEET

Project Title & Location:		
Contractor:	Contract No.	WBS No:
Change Order Request No:	Prepared By:	Date:
DESCRIPTION OF WORK:		
REASON FOR CHANGE:		
WORKSHEET	DESCRIPTION	TOTALS
FORM 9B	Prime Contractor Cost Estimate for Extra Work	
FORM 9C	Prime Contractor Cost Estimate for Credit	
PRIME CONTRACTOR SUB-TOTAL		
FORM 9D	Sub-Contractor 1 Cost Estimate for Extra Work	
FORM 9E	Sub-Contractor 2 Cost Estimate for Extra Work	
	<Add Sub-Contractor Forms if needed.>	
SUB-CONTRACTOR SUB-TOTAL		
TOTAL		
1% BOND		
COR TOTAL		



CHANGE ORDER REQUEST

PART B - COST ESTIMATE FOR EXTRA WORK, PRIME CONTRACTOR

Contractor: _____ Address: _____ _____ Change Order Request No: _____	Project Title: _____ Location: _____ Contract No.: _____ WBS No.: _____ Scheduled Completion Date: _____
---	--

MATERIALS						LABOR						EQUIPMENT (Caltrans Labor Surcharge and Equipment Rental Rates)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL MATERIAL COST	DESCRIPTION	TOTAL HOURS	BASE RATE	FRINGE BENEFITS / TAXES/ WORKER COMP	TOTAL BASE LABOR	TOTAL FRINGE BENEFITS/ TAXES/ WORKER COMP	DESCRIPTION	MODEL	CODE	HOURS	RATE \$/HR	TOTAL
SUBTOTALS																	
SALES TAX (8.00%)																	
TOTAL DIRECT COSTS																	
MARK-UP AMOUNTS (15.00%) (SALES TAX EXCLUDED) *																	
TOTAL WITH MARK-UP AND APPLICABLE SALES TAX																	
TOTALS FOR EXTRA WORK		MATERIAL				LABOR				EQUIPMENT							

*NOTE: Per General Conditions Article 5.7.5.1.1.5: "Where total direct cost exceeds \$50,000, the markup shall be reduced from 15% to 10%"

PRIME CONTRACTOR, TOTAL DIRECT COST

PRIME CONTRACTOR, TOTAL FOR EXTRA WORK



PART E - COST ESTIMATE FOR EXTRA WORK, SUBCONTRACTOR 2

MATERIALS						LABOR						EQUIPMENT (Caltrans Labor Surcharge and Equipment Rental Rates)								
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL MATERIAL COST	DESCRIPTION	TOTAL HOURS	BASE RATE	FRINGE BENEFITS / TAXES/ WORKER COMP	TOTAL BASE LABOR	TOTAL FRINGE BENEFITS/ TAXES/ WORKER COMP	DESCRIPTION	MODEL	CODE	HOURS	RATE \$/HR	TOTAL			
SUBTOTALS																				
SALES TAX (8.00%)																				
TOTAL DIRECT COSTS																				
MARK-UP AMOUNTS (15.00%) (SALES TAX EXCLUDED) *																				
TOTAL WITH MARK-UP AND APPLICABLE SALES TAX																				
TOTALS FOR EXTRA WORK			MATERIAL			LABOR						EQUIPMENT								

SUB-CONTRACTOR 2, TOTAL FOR EXTRA WORK



SUBSTITUTION REQUEST FORM

A. PROJECT DESCRIPTION

1. Project: _____
2. Architect: _____
3. Contract Number: _____
4. Contractor: _____

B. PROPOSED SUBSTITUTION

1. Specified Product: _____
2. Specification Section: _____
3. Proposed Substitution:
4. Description: _____
5. Manufacturer Name/Rep/Phone: _____

C. CONTRACTOR'S REPRESENTATIONS

1. The proposed product meets or exceeds specification requirements?
☐ Yes ☐ No
2. Will changes be required to building design in order to properly install the proposed product?
☐ Yes ☐ No If Yes, please explain:

3. Does substitution affect drawing dimensions?
☐ Yes ☐ No If Yes, please explain:

4. What affect does the substitution have on other trades?

5. Proposed product is subject to all requirements of specifications, including warranties.
☐ Yes ☐ No
6. Will proposed substitution affect progress schedule or completion of work?
☐ Yes ☐ No If Yes, please explain:



SUBSTITUTION REQUEST FORM

7. Will proposed substitution increase/decrease project cost?

☐ Yes ☐ No If Yes, please explain and indicate total amount of increase/decrease

8. Will maintenance and service parts be locally available for proposed substitution?

☐ Yes ☐ No If Yes, please explain and indicate total amount of increase/decrease

9. Will proposed product meet all requirements or reviewing agencies?

☒ Yes ☐ No If Yes, please explain:

10. Summarize differences in product characteristics between proposed substitution and specified item.

11. Proposed substitution by:

Representative: _____

Company: _____

Address: _____

Phone: _____

D. CONSULTANT'S EVALUATION:

Accepted: _____ Accepted as noted: _____

Rejected: _____ Received too late: _____

By: _____ Date: _____

Remarks: _____

SUBSTITUTION WARRANTY FORM

PROJECT: _____

LOCATION: _____ CONTRACT NO: _____ WBS NO: _____

We propose to provide _____ in lieu of, and as an equivalent to _____ as currently indicated in the Contract Documents.

We agree to assume all costs for testing, research, license fees, royalties, etc. and any modifications to other portions of the work as necessary to accommodate our material(s) and system(s) including all appurtenances required for proper installation and functioning of said material(s) and system(s) and obtaining all governing agency approvals.

We hereby warrant the _____ is the equivalent of _____ in every aspect and will perform satisfactorily under the conditions and use indicated on the Drawings and described in the Specifications.

We are hereby responsible for any costs or modifications (if any) to any other trade or portion of the project as necessary to accommodate the use of the requested substitution whether immediately apparent or discovered at a later date.

Unless indicated otherwise, in writing, there will be no delay in the Project Schedule as a result of this substitution.

Signed: _____ Date: _____
(Manufacturer/Supplier/Other)

Signed: _____ Date: _____
(Subcontractor)

Signed: _____ Date: _____
(General Contractor)



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[illegible]

CONTRACTOR'S RECYCLING AND SOLID RESOURCES MANAGEMENT PLAN

Project Title & Location:				
Contract Number:			WBS (Project) Number:	
Contractor:				
Address:				
Phone:			Date Submitted:	
<p>These are procedures to be used for re-using, salvaging, or recycling materials. Indicate the procedures (by number), types of materials, and estimated quantities that will be recycled or disposed in the sections below:</p> <ol style="list-style-type: none"> 1. Hand-wrecking to recover salvageable materials 2. On-site concrete and asphalt crushing for use on-site 3. On-site concrete and asphalt crushing for use off-site (not permitted) 4. Source separation of materials and separately hauling to recyclers 5. Hauling mixed recyclables to a mixed debris recycling facility 6. Other (please describe) 				
RE-USE/SALVAGE/RECYCLING OF MATERIALS				
Type of Material	Procedures to be used (as above)	Facility to be used/ Location	No. of Estimated Quantities	
			Tons	Cubic Yards
ASPHALT/ASPHALT CONCRETE				
CONCRETE				
SOILS (CLEAN)				
GREENS (CLEAN)				
SCRAP METAL				
SALVAGE ITEMS (Describe)				
OTHER (Describe)				
MISC. CONSTRUCTION DEBRIS				

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title & Location:							
Contract Number:				WBS (Project) Number:			
Contractor:							
Address:							
Phone:				Date of Report:			
Type of Material	Name of Facility/Site Where Taken	(a) Disposed in Class II Landfills		(b) Diverted from Class III Landfills by Recycling or Accepted at Class I/II Landfill as Daily Cover		(c) Disposed in Inert fills (District approved site only)	
		Tons	Cubic Yards	Tons	Cubic Yards	Tons	Cubic Yards
ASPHALT/ASPHALT CONCRETE							
CONCRETE							
METAL							
OTHER SEGREGATED MATERIALS (Describe)							
MISCELLANEOUS CONSTRUCTION WASTE							
COMPANY NAME				DATE OF REPORT:			
NAME OF PERSON COMPLETING FORM: (Please Print):							
TITLE & COMPANY NAME:				DAYTIME PHONE:			
SIGNATURE							
PERIOD COVERED IN THIS REPORT: FROM:				TO:			

APPENDIX B

REGISTER OF REQUIRED SUBMITTALS

Register No.	Description	General Condition Article	Tech Spec. Section	Sub- Section	Required Elements					
					Cut Sheet	Shop Dwg.	Samples	Certification	Warranty	Other
A	Required Prior to NTP									
1	Contractor's Insurance	5.6.1	-	-						X
2	Labor and Material Bond	5.6.2.1.1	-	-						X
3	Performance Bond	5.6.2.1.2	-							X
4	CARB Certificate of Reported Compliance	4.4.4	01 41 00							X
B	Required Prior to or at the Pre-Construction Conference									
1	Start-up Schedule	-	01 32 00	1.6						X
2	Injury Illness Prevention Program (IIPP) a. Fall Protection Plan b. Material Safety Data Sheet	-	01 35 23	1.4						X X
3	Construction Site Security Plan (CSSP)	-	01 35 53	1.6						X
4	Port Storm Water Management Practices (BMPs)	-	01 57 23	1.4						X
5	Recycling and Solid Resource Plan (RSRMP)	-	01 74 19	1.6						X
6	Materials Management and Disposal Plan (MMDP)	-	01 74 19	1.7						
8	Universal Waste Removal Site Specific Plan	-	02 08 20	1.5						X
9	Demolition Plan, Inventory	-	02 41 19	1.5, 1.6						X
C	Required Prior to Start of Work at the Site									
1	Security Awareness Form	-	01 35 53	1.5						X
D	Other Submittals									
1	Schedule of Values	5.3.7.1	01 29 73	1.4						X
2	Contractor Progress Schedule	5.3.7.3	01 32 00	1.7						X
3	Look-ahead Schedule	-	01 32 00	1.7						X
4	Certified Payroll Report	5.3.3.3	01 33 00	1.4				X		
5	Hot Work Permit	-	01 35 23	1.4						X
6	Disposal Manifests	-	01 74 19 01 74 20 02 08 10 02 08 20	1.9 1.8 1.6 3.4				X		X
7	Site Specific Work Plan		02 08 10 02 08 20	1.6 1.5						
8	Shop Drawings	-	13 34 23 32 31 13	1.3 1.4		X				

9	Product Data		13 34 23 32 12 16 32 13 13 32 17 23 32 31 13	1.3 1.3 1.4 1.3 1.3						
E	Close-out Submittals									
2	Maintenance Data	-	03 35 43	1.5						X
3	Product Warranty Summary Report	-	Appendix A	Form 11					X	

APPENDIX C

LOCKOUT/TAGOUT PROGRAM

Injury and Illness Prevention Program

LOCKOUT/TAGOUT PROGRAM



Risk Management & Safety Office

LOCKOUT/TAGOUT PROGRAM

TABLE OF CONTENTS

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VII	CONTRACTORS	5
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I. GOALS

The goal of the District's Lockout/Tagout Program is to ensure the safety of all District employees and to comply with all applicable Cal/OSHA regulations.

II. SCOPE

This program ensures that employees understand what equipment lockout/tagout means and how to access, de-energize, lockout, clear, release, and start-up machinery.

III. RESPONSIBILITIES

Management ensures that employees comply with this lockout/tagout program. Employees are required to comply with all aspects of this program.

IV. LOCKOUT/TAGOUT REQUIREMENTS

District equipment and machinery are provided with specific safeguards in normal operations. However, maintenance, construction, and remodeling activities can pose significant potential exposure to employees from power sources. The following procedures are in place to ensure that machines or equipment are isolated from all potentially hazardous energy. Additionally, supervisors or managers are to emphasize that machines or equipment are locked-out/tagged-out before employees perform any servicing or maintenance activities where the unexpected energization, start-up, or release of stored energy could cause injury.

Energy sources include, but are not limited to:

- electrical power;
- main and branch circuits, overhead sprinklers, pressure accumulators, pressure reservoirs;
- gasoline, diesel, propane and turbine engines; electric motors; pumps; feeder lines;
- hydraulic systems, pneumatic systems, cooling towers, water mains; and
- any source of energy providing power to machines or equipment.

V. LOCKOUT/TAGOUT PROCEDURES

Locate and identify all isolating devices to be certain which energy isolating device(s) apply to the equipment/machinery to be locked or tagged out. More than one energy source may be involved.

A. OPERATIONS TO BE PERFORMED

Supervisors make a note on applicable work orders that lockout/tagout procedures are to be followed. Employees notify supervisors whenever they conduct lockout/tagout procedures. The General Services Director and supervisors regularly review work orders and the lockout/tagout log to ensure compliance with these procedures.

1. If the equipment or machinery is in operation, shut it down following the manufacturer's procedures.
2. Place the circuit breaker, switch, valve, or other energy isolating device(s) in the de-energized position, so that the equipment is isolated from its energy source(s). Stored energy, such as in springs, elevated machine members, rotating flywheels, hydraulic/pneumatic systems, gas, steam or water pressure, etc., must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc.
3. District employees who may have to work around energy sources are provided with individual locks. The locks are registered with their supervisor and marked with a nametag affixed to the lock. Durable lockout tags and sturdy attachment straps (with a minimum unlocking or breaking strength of 50 lbs.) are provided to protect the employees from power sources. Multiple lockout devices are available from supervisors.
4. Lockout/tagout the energy isolating device(s) with assigned individual lock(s) and/or tag(s). The lock(s) and/or tag(s) must prevent re-energization of the energy isolating device(s).
5. After ensuring that no personnel are exposed to potential energy sources, perform normal start operations to make certain the equipment/machinery will not operate. Voltage measurements shall be taken on circuits, when appropriate, to ensure de-activation.

CAUTION: RETURN OPERATING CONTROL(S) TO "OFF" OR "NEUTRAL" POSITION AFTER THE TEST.

6. General Services' employee performing lockout/tagout work shall fill out the lockout/tagout log (see Appendix B) and inform their supervisor. The location of the lockout/tagout log is in the main hallway of General Services outside of the Safety Office.
7. Lockout/tagout logs contain the following information:
 - Authorized person locking or tagging out the energy source;
 - Power source description (e.g., circuit breaker number and circuit designation);
 - Date and time locked/tagged out;
 - Description of work to be performed;

The machine/equipment is now considered locked/tagged out and maintenance or repair activities proceed.

- Date and time locks/tags removed;
- The system restored to normal operation and;
- Authorized person restoring system to normal operations.

B. RESTORING TO NORMAL OPERATIONS

1. After the servicing and/or maintenance is completed and the equipment/machinery is ready for normal operations, the area around the equipment and/or machine is checked to ensure that no one will be potentially exposed on start-up.
2. After all tools have been removed from the machinery, guards have been reinstalled, and employees are in the clear, all the lockout and/or tagout devices are removed. The isolation devices are set to their normal operating position and any lockout/tagout devices such as blanks, blinds, etc., are removed.
3. The General Services or other District employees complete the lockout/tagout log entries indicating the return of systems to their normal operating condition. The supervisor reports the status of operations to all relevant employees.

C. MORE THAN ONE PERSON

If more than one employee is required to work on equipment or machinery that must be locked/tagged out, these procedures are followed:

1. Each employee places his/her own personal lockout and/or tagout device on the energy isolating device(s).

2. When an energy-isolating device cannot accept multiple locks and/or tags, the supervisor provides a multiple lockout and/or tagout device.
3. Alternately, a single lock may be used to lockout the equipment or machine with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it. Each employee then uses his/her own lock to secure it. As each employee no longer needs to maintain his/her lockout protection, that employee removes his/her lock from the box or cabinet.

D. MULTIPLE SHIFTS

It is reasonable to expect that some maintenance and/or repair activities will take place over multiple shifts. These procedures are followed when activities are conducted over multiple shifts.

1. The off-going and on-coming shift personnel meet and discuss the status of the work-in-progress.
2. The off-going personnel remove their personal lockout/tagout devices, ensuring that log entries are completed.
3. On-coming shift personnel affix their personal lockout and/or tagout devices to the energy isolation devices. The supervisor or lead person reviews the energy system to ensure that the lockout/tagout procedure is complete. A systems operation test is conducted to ensure the system is de-energized. All lockout/tagout log entries are made prior to commencing work. All personnel involved with the energy source task on the on-coming shift are informed about the lockout/tagout.

VI. TRAINING

- A.** The District provides training to all employees whose work is regulated by this program. Training shall be sufficient to provide the understanding, knowledge, and skills necessary to safely perform the duties assigned.
- B.** Training is provided to each employee:
 - Upon initial assignment and on an annual basis for all District employees and supervisors who may need to use lockout/tagout procedures. The department and the Risk and Safety Section maintain a copy of the training records.

- Whenever there is a change in assigned duties, which require training.
 - Whenever there is a change in a lockout/tagout condition that presents a work hazard about which an employee has not previously been trained.
- C. When the District has reason to believe that any employee who has been trained does not have the understanding or skill required by this program, the employee will be retrained.

VII. CONTRACTORS

Where applicable, Construction staff, General Services supervisors, the District Risk and Safety Manager or designee, meets with contractor to discuss District lockout/tagout program requirements and possible interaction with District employees.

NOTE: The form located in APPENDIX A is used to document contractor briefings.

- A. The contractor is responsible for the health and safety of his/her employees. However, the contractor may request assistance from the District in identifying and securing energy sources that affect their work.
- B. The contractor remains responsible for affixing and removing lockout/tagout devices on the applicable power isolation devices.

NOTE: Contractors shall use approved lockout/tagout devices that comply with Cal/OSHA requirements. Tape, string, light paper tags, and similar items shall not be used to lockout/tagout energy sources.

- C. Contractors maintain a lockout/tagout log (**See APPENDIX B**) that is immediately available for inspection by Construction Inspectors, General Services' supervisors, the District Risk and Safety Manager, or designee. The log indicates: authorized person locking or tagging out the energy source, energy source description (e.g., circuit breaker number and circuit designation), date and time locked/tagged out, reason for lockout/tagout, date and time locks/tags removed, and the system is restored to normal operation, the authorized person removing locks/tags. A final copy of the log is part of the documentation delivered to the District on completion of the contract.

- D. District Construction inspectors/supervisors are apprised daily of the status of systems that the contractor has de-energized and locked out/tagged out.

NOTE: No District employee may remove a contractor's lockout or tagout device or operate a locked/tagged out power isolating device. Additionally, no contractor will remove a District's lockout/tagout device or operate a locked/tagged out power isolated device.

APPENDIX A
CONTRACTOR BRIEF

Date: _____

Contractor: _____

Contractor
Representative: _____

District
Representative: _____

Primary Work Description: _____

Lockout/Tagout issues or concerns: _____

NOTE: The contractor shall only use approved lockout/tagout devices that comply with Cal/OSHA requirements. Tape, string, light paper tags, and similar items cannot be used to lock out and/or tagout power isolation devices.

SIGNATURE BLOCK

/	/	
Contractor Representative (Print)	Signature	Date
/	/	
District Representative (Print)	Signature	Date

APPENDIX B**SAMPLE LOCKOUT/TAGOUT LOG**

Name of Authorized Person performing Lockout/Tagout	Date and Time of Lockout/ Tagout	Power source Description	Description of Work to be Performed	Date and Time Lockout/ Tagout Removed	System Restored to Normal Operations	Name of Person Restoring System to Normal Operations
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APPENDIX D

HOT WORK PERMIT

HOT WORK PERMIT

Building or location: _____ Permit # _____

Work to be accomplished: _____

Permit expires on: _____ Date: _____ Time: _____

This permit is good for only 24 hours

Hot work is any operation capable of providing a source of ignition. Examples include riveting, welding, cutting, grinding, soldering with a torch, and burning. Reference Cal/OSHA Title 8, Sections 1690, 4848 and 5157.

Yes	No	Precautions	Comments
		Qualified person in charge?	
		Equipment in good order and all persons using the equipment trained in its use?	
		Atmosphere checked?	
		Fire extinguisher on site?	
		All combustible materials and flammable liquids moved 35 feet from work area or protected with approved covering?	
		Trained fire watch required during hot work and for a minimum of 60 minutes after completion of hot work?	
		Contractor to do periodic walk-through for additional 3 hours after 60 minute fire watch.	
		If working on walls or ceiling, are they combustible?	
		Combustibles moved to opposite side of wall or ceiling, or protected with approved covering?	

All safety precautions and applicable regulations have been observed. If conditions change and/or hazardous conditions are introduced, hot work will stop until it is determined by a qualified person to be safe to proceed.

Welder/Worker's signature _____ Date _____

Supervisor's signature _____ Date _____

NOTIFICATION PROCEDURES:

- **10TH Avenue and 24th Street Terminals, Broadway and B Street Piers:** call Marine Operations at 686-6345, at least 4 hours before starting hot work.
- **Emergencies:** call 911.

EXHIBIT A

NOTIFICATION REGARDING ENVIRONMENTAL CONDITIONS

NOTIFICATION REGARDING ENVIRONMENTAL CONDITIONS

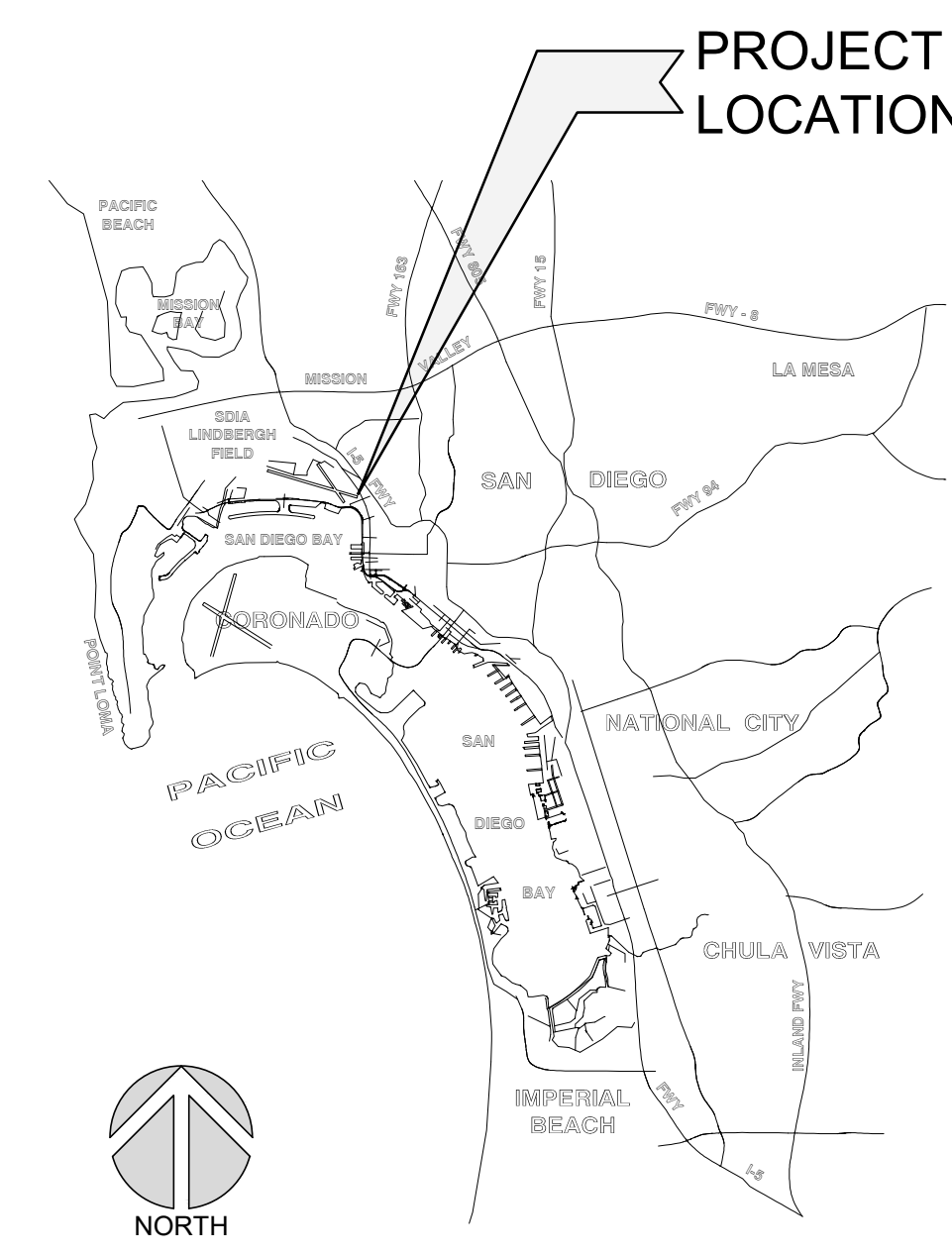
Contractor is hereby notified by the San Diego Unified Port District, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "District") that:

1. Certain Environmental Conditions (a) may exist at, under, on or near (i) the work site and (ii) property which is contiguous, upgradient or otherwise in the vicinity of the project site ("the Surrounding Property") and (b) may be encountered during activity undertaken pursuant to Work, as defined in the specification.
2. For purposes of this Notification, the term "Environmental Conditions" means (a) any environmental conditions, circumstances or other matters of fact, pertaining to, relating to or otherwise affecting the environment, including without limitation any natural resources (including flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata or the ambient air, and relating to or arising out of the presence, use, handling, storage, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal (including, without limitation, the abandonment or discarding of barrels, containers and other closed receptacles and fill materials containing any hazardous materials, hazardous wastes or toxic substances), dumping or threatened release of hazardous materials, hazardous wastes or toxic substances and (b) the exposure of any persons (including, without limitation, lessees, licensees, permittees or other users of the Work Site and/or the Surrounding Property) to hazardous materials, hazardous wastes or toxic substances, or the exposure of other natural persons within or outside the boundaries of the Work Site and/or the Surrounding Property to hazardous materials, hazardous wastes or toxic substances related to or otherwise arising from operations, acts, omissions or other conduct at the Work Site and/or the Surrounding Property (as the case may be) (the "Environmental Conditions").
3. Information relating to Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property, developed as a result of sampling, testing and analysis undertaken from time to time by the District, District tenants, third-party contractors and/or others, may be contained in certain of the District's files (the "District Files"). Subject to reasonable confidentiality assurances from Contractor, the District will make the District Files available for review. The District has not undertaken to conduct, and the District Files do not represent, a comprehensive analysis of Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property.
4. Information relating to Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property may be contained in the files of other governmental entities or agencies, including without limitation the San Diego Regional Water Quality Control Board, the San Diego Department of Health Services, the San Diego Air Pollution Control District, the San Diego Fire Department, the City of San Diego, the Centre City Development Corporation, the California Department of Toxic Substances Control, the California Environmental Protection Agency, and Region IX of the United States Environmental Protection Agency (the "Agency Files"). The Agency Files are readily available to the Contractor.

5. The District's knowledge and files regarding Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property are not complete. The District has encouraged Contractor to review all readily available information relating to such Environmental Conditions, including (a) the EIR/RAP/RIFS, etc., if available, (b) the District Files, and (c) the Agency Files (collectively, the "Readily Available Information") to ascertain to the fullest extent possible the nature and existence of Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property. Contractor is responsible for ascertaining any information contained in the Readily Available Information.
6. Neither the District nor Contractor makes any representation or warranty, express or implied, in this Notification, regarding (a) the presence, extent, impact or consequences, whether foreseeable or unforeseeable, of any Environmental Conditions at, under, on or near the Work Site and/or the Surrounding Property, or (b) the suitability of the Work Site in any respect for any purpose intended by Contractor.

San Diego Unified Port District

VICINITY MAP



PROJECT LOCATION

MONUMENTATION NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE SAN DIEGO UNIFIED PORT DISTRICT MUST BE NOTIFIED, IN WRITING, AT LEAST 3 DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS STATION SDUPD-041. SAID STATION BEING A FOUND 3" BRASS DISK STAMPED "PORT OF SAN DIEGO SDUPD-041 LS 6000 GPS CONTROL" IN CONCRETE SHORELINE SIDEWALK 2' BEHIND FACE OF CURB, 28' NORTH OF GRAPE STREET PIER PER ROS 17055. ELEVATION: 11.25 MLLW

BASIS OF BEARINGS

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 6, NAD 83, EPOCH 1991.35, BASED UPON THE GRID BEARING BETWEEN GPS STATIONS SDUPD-041 AND SDUPD-039, AND IS DETERMINED BY GPS MEASUREMENTS TAKEN ON 5/21/2024, BOTH STATIONS HAVING A COORDINATE VALUE OF FIRST ORDER ACCURACY OR BETTER PER RECORD OF SURVEY 17055. I.E. GPS STATION SDUPD-041 TO SDUPD-039: N 28°22'37" W 6973.33 USFT

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ARCHITECT/ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THIS DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECKING OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE SAN DIEGO UNIFIED PORT DISTRICT IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ARCHITECT/ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

NAME: EDGAR CAMERINO
CA REGISTRATION NO.: 58844
LICENSE EXP. DATE: 06/30/2025
COMPANY NAME: RICK ENGINEERING COMPANY

RECORD DRAWING

NOTE:
THIS DRAWING MAY BE A REDUCED SCALE PRINT OF THE ORIGINAL DRAWING. UTILIZE GRAPHIC SCALES TO VERIFY IF DRAWING IS A REDUCTION, AND ADJUST SCALES ACCORDINGLY TO THE GRAPHIC SCALES SHOWN.

REVIEWED BY:

PROJECT-MANAGER/ENGINEER

DATE

GENERAL NOTES


- THE CONTRACTOR SHALL VERIFY THE SITE BEFORE COMMENCING WORK. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND PRIOR TO THE START OF CONSTRUCTION.
- LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS WERE OBTAINED FROM AVAILABLE DISTRICT RECORDS. THE CONTRACTOR IS ADVISED THAT THERE MAY EXIST UNDERGROUND UTILITIES NOT SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL EXERCISE PRECAUTION TO PROTECT THESE UTILITIES IN PLACE.
- CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES. CONTACT AT LEAST TWO (2) WORKING DAYS PRIOR TO START WORK:

UNDERGROUND SERVICE ALERT: (800) 422-4133
PORT DISTRICTS: (619) 686-6321
- CONTRACTOR MATERIAL EQUIPMENT LAYDOWN AREA SHALL BE COORDINATED WITH PORT STAFF. CONTRACTOR IS RESPONSIBLE FOR THE SECURITY OF THEIR MATERIALS AND EQUIPMENT LAYDOWN AREA.
- CONTRACTOR SHALL PROVIDE THEIR OWN PORTABLE SANITARY FACILITIES IN THE LOCATION APPROVED BY THE ENGINEER. PORTABLE SANITARY FACILITIES SHALL BE MAINTAINED REGULARLY.
- CONTRACTOR SHALL INSTALL AND MAINTAIN TRAFFIC CONTROL PLAN DURING CONSTRUCTION AND REMOVE AFTER CONSTRUCTION. TRAFFIC CONTROL PLAN SHALL BE PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER, LICENSED IN CALIFORNIA.
- CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN BEST MANAGEMENT PRACTICES (BMPs) AS APPROVED BY THE ENGINEER.
- STORM DRAIN INLETS LOCATED WITHIN THE PORT JURISDICTION MUST BE PLACARDED WITH AN OFFICIAL PORT INLET PLACARD. PRIOR TO PROJECT CLOSEOUT, CONTACT THE PORT TO OBTAIN AN OFFICIAL INLET PLACARD. (SC-A)

ABBREVIATIONS

AC	ASPHALT CONCRETE
ADA	AMERICANS WITH DISABILITIES ACT
CTB	CEMENT TREATED BASE
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
FL	FLOWLINE
FS	FINISHED SURFACE
ME	MATCH EXISTING
MIN	MINIMUM
O.C.	ON CENTER
P	PAVEMENT
R	RADIUS
S.F.	SQUARE FEET
SDRSD	SAN DIEGO REGIONAL STANDARD DRAWINGS
STD	STANDARD
TC	TOP OF CURB
TYP.	TYPICAL

CST STAGING LOT IMPROVEMENTS AT
1550 WEST PALM STREET
SAN DIEGO, CALIFORNIA



PROJECT LOCATION

SDUPD-041

LOCATION MAP
NOT TO SCALE

WORK TO BE DONE

WORK TO BE DONE SHALL BE ACCORDING TO THESE DRAWINGS AND SPECIFICATION 2024-20 OF THE SAN DIEGO UNIFIED PORT DISTRICT.

DEMOLITION/SITE PREPARATION WORK INCLUDES BUT IS NOT LIMITED TO DEMOLITION OF THE EXISTING SECURITY BOOTH, EXISTING LANDSCAPED ISLANDS, EXISTING TRASH ENCLOSURE, PORTION OF EXISTING FENCING AS NOTED ON PLANS, AND THE REMOVAL OF EXISTING STRIPING AS NOTED ON PLANS.

PROPOSED WORK INCLUDES BUT IS NOT LIMITED TO INSTALLATION OF A DOUBLE SWING GATE, CONCRETE AND ASPHALT PAVING AS NOTED ON PLANS, CONSTRUCTION OF A NEW PEDESTRIAN RAMP, CONSTRUCTION OF CURB AND GUTTER, AND STRIPING AS NOTED ON PLANS.

AS SHOWN ON THESE DRAWINGS AND AS SPECIFIED IN THESE SPECIFICATIONS.

SHEET INDEX

A/E NO	SHEET NUMBER	DESCRIPTION
G-01	1	TITLE SHEET
C-01	2	TOPOGRAPHIC SURVEY AND LIMITS OF DEMOLITION
C-02	3	SIGNAGE AND STRIPING PLAN

LEGEND

EXISTING

R/W

WROUGHT IRON FENCE

CHAIN LINK FENCE

TREE

TRANSFORMER

STREET LIGHT

SEWER MANHOLE

CATCH BASIN

ELECTRIC VAULT

ELECTRIC RECEIVER

ELECTRIC METER

ELECTRIC BOX

SIGN

STRIPING

PROPOSED

CURB AND GUTTER (TYPE G)

ASPHALT PAVEMENT (3" AC OVER 9.5" CTB)

AREA OF DEMOLITION

STRIPING AS NOTED

DIRECTIONAL ARROW

DISABLED PARKING SIGNAGE


HANDICAP RAMP (TYPE B-1)

ACCESSIBLE PARKING SIGN, TYPE AS NOTED

DOUBLE SWING GATE, SIZED AS NOTED

MISCELLANEOUS STRIPING AS NOTED


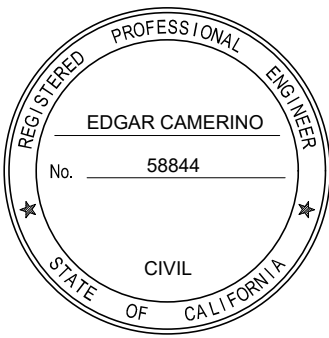
SECURITY BOOTH STRUCTURE, SIZED AS NOTED



619-291-0707
rickengineering.com

5620 FRIARS ROAD
SAN DIEGO, CA 92110

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER



DESIGNED
JAG

DRAWN
JAG

CHECKED
SG

APPROVAL RECOMMENDED
Hector Arias
PROJECT MANAGER
02/19/2025

APPROVED
Chris Brooke
ENGINEERING/CONSTRUCTION DESIGN MANAGER
2/20/2025

SAN DIEGO UNIFIED PORT DISTRICT

CST STAGING LOT IMPROVEMENTS
AT 1550 W. PALM STREET

TITLE SHEET


DATE 2/13/25

A/E NO. G-01

SHEET 1 OF 3

DRAWING NO. HI-2024-01

REV. -



PORT of
SAN DIEGO
Waterfront of Opportunity

NOTES

REVISIONS

DATE / APPROVED

\\port.rickeng.com\projects\C-195001\195386-C-ITTL1.dwg / Feb 13, 2025 - 3:16pm / jgalleaga



