

DOCUMENT 00910

**ADDENDA
CONTRACT NUMBER 4-21-1
PORT OF STOCKTON
REMEDiation: LANDFILL AREA – INITIAL REMEDIATION**

ADDENDUM NO. 1

July 15, 2021

This Addendum No. 1 (“Addendum”) is dated the date set forth above and modifies certain Bidding Documents issued by the Port of Stockton (“Port”) in connection with the Port’s **REMEDiation: LANDFILL AREA – INITIAL REMEDIATION, Contract No. 4-21-1**. All capitalized terms not otherwise defined herein shall have the meanings provided in the Bidding Documents. There are no other amendments to the Bidding Documents other than those which are expressly contained in this Addendum.

DIRECTIVE:

1. Replace ‘SECTION 01200, Measurement and Payment,’ with attached revised version.

ATTACHMENT 1 of 1: Document 01200 Measurement and Payment REVISED

RETURN THIS PAGE ONLY

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. 1 FOR THE PORT’S REMEDIATION:
LANDFILL AREA – INITIAL REMEDIATION, CONTRACT NO. 4-21-1**

Please sign and return this page only via email to jdias@stocktonport.com to acknowledge receipt of Addendum No. 1 for this Project consisting of 1 page plus Attachment listed in ‘Attachment’ section.

x _____
Signature

Date

Printed Name

Company Name

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS
SECTION 01200
MEASUREMENT AND PAYMENT *REVISED*

PART 1 GENERAL

Summary

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

References

- A. California Public Contract Code
 - B. Code of Civil Procedure
 - C. Government Code

Scope of Work

Work under Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

Description of Proposal Items

Rail Line Excavation

- A. Proposal Item No. A1 – Mobilization/Demobilization:
 - a. Basis of measurement: Lump Sum (LS).
 - b. Basis for payment: Fifty percent (50%) of the unit price quoted in the Contractor's Schedule of Values will be payable upon completion of the mobilization and site preparation activities described below. The remaining fifty percent (50%) of the unit price quoted in the Contractor's Schedule of Values will be payable upon completion of the site cleanup and demobilization activities described below. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) for completing the following activities in support of the rail line excavation work:
 - i. Mobilization of new equipment and related labor as required to complete the rail line excavation work, prepare the Contractor laydown and staging areas install all temporary facilities and controls directly associated with the rail line excavation work (including but not limited to pollution control and traffic and safety control), prepare the rail line work area (including locating and protecting existing utilities and groundwater monitoring wells and piezometers), and any other administrative costs (i.e., submittals and other incidentals) necessary to complete the rail line excavation as described in the Specifications and Construction Drawings.
 - ii. Preparation of the rail line excavation work area prior to excavation, including establishing and maintaining temporary construction access/entrance/exits, vegetation clearing in stockpile, excavation, and vegetation removal areas as

- specified on the Drawings and Section 31110 (except trees and large shrubs in proposal item A3), and furnishing and installation of the road closure signs.
- iii. Cleanup and disposal of general non-hazardous trash and rubbish generated during the rail line excavation work but not specifically covered by other proposal items.
 - iv. Demobilization of equipment and related labor used to complete the rail line excavation work area, and removal of the Contractor laydown and staging areas including all temporary facilities and controls (including but not limited to pollution control, and traffic and safety control).
- B. Proposal Item No. A2 – Surveying
- a. Basis for measurement: Lump Sum (LS).
 - b. Basis for payment: The unit price quoted in the Contractor’s Schedule of Values will be subdivided based on the number of months in the initial project schedule, with the corresponding percentage payable upon completion of each month of the below-listed services. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to perform all surveying services necessary to complete the work as described in Section 31052. Survey includes establishing and maintaining survey control, layout, staking, as-built survey for measurement and payment as described in this section, and producing as-built drawings.
- C. Proposal Item No. A3 – Tree and Large Shrub Removal/Disposal – Rail Line Excavation Area
- a. Basis of measurement: Lump Sum (LS).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to:
 - i. Remove trees and large shrubs within the rail line excavation and vegetation removal areas as described in Section 31110 and shown in the Construction Drawings.
 - ii. Dispose of tree, shrub and root material at the Clean Planet, Inc. facility in Stockton including payment of all fees, including tipping fees, local and state taxes, and any other fees assessed by the for the disposal.
- D. Proposal item No. A4 – Site Maintenance – Rail Line Excavation Area
- a. Basis of measurement: Months (mos).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to:
 - i. Provide temporary erosion, sediment and drainage controls during construction in accordance with the approved C-SWPPP, the Contractor’s Erosion and Sediment Control Plan (ESCP), and as described in Section 31310 of the Technical Specifications.
 - ii. Establish final SWPPP measures prior to demobilization from the Site.
 - iii. Provide for the effective control of dust during all earthwork activities.
 - iv. Perform air monitoring to confirm control of dust throughout the duration of the project and as appropriate for worker health and safety in accordance with the approved Dust Control Plan.
- E. Proposal Item No. A5 – Rail Line Material Excavation and Consolidation
- a. Basis for measurement: Cubic Yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the

excavation is complete, minus the material excavated as a part of the initial remediation (i.e., those included in Proposal Items 7 and 8 of the Initial Remediation – Landfill Area scope). Alternate proposed methods of measurement may be used if approved by OWNER, prior to commencement of work.

- b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to excavate and grade soils to achieve the widths and depths shown on the Construction Drawings for the rail line embankment base grade. Includes hauling the excavated materials to Stockpile 1 as shown on the Construction Drawings and as per the requirements from Sections 31221 from the Technical Specifications.

Initial Remediation – Landfill Area

- A. Proposal Item No. 1 – Mobilization/Demobilization:
 - a. Basis of measurement: Lump Sum (LS).
 - b. Basis for payment: Fifty percent (50%) of the unit price quoted in the Contractor’s Schedule of Values will be payable upon completion of the mobilization and site preparation activities described below. The remaining fifty percent (50%) of the unit price quoted in the Contractor’s Schedule of Values will be payable upon completion of the site cleanup and demobilization activities described below. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) for completing the following activities in support of the initial remediation work:
 - i. Mobilization of new equipment and related labor as required to complete the initial remediation work, prepare the Contractor laydown, staging, and decontamination areas including all temporary facilities and controls (including but not limited to pollution control, temporary erosion and sediment controls, and traffic and safety control), prepare the initial remediation work area (including locating and protecting existing utilities and groundwater monitoring wells and piezometers), and any other administrative costs (i.e., submittals and other incidentals) necessary to complete the initial remediation work as described in the Specifications and Construction Drawings.
 - ii. Preparation of the initial remediation work area prior to excavation, including establishing and maintaining temporary construction access/entrance/exits, vegetation clearing in stockpile and excavation areas as specified on the Drawings and Section 31110, and furnishing and installation of the road closure signs.
 - iii. Cleanup and disposal of general non-hazardous trash and rubbish generated during the Work but not specifically covered by other proposal items.
 - iv. Demobilization of equipment and related labor used to complete the initial remediation work area, and removal of the Contractor laydown and staging areas including all temporary facilities and controls (including but not limited to pollution control, and traffic and safety control).
- B. Proposal Item No. 2 – Surveying
 - a. Basis for measurement: Lump Sum (LS).
 - b. Basis for payment: The unit price quoted in the Contractor’s Schedule of Values will be subdivided based on the number of months in the initial project schedule, with the

corresponding percentage payable upon completion of each month of the below-listed services. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to perform all surveying services necessary to complete the work as described in Section 31052. Survey includes establishing and maintaining survey control, layout, staking, as-built survey for measurement and payment as described in this section, and producing as-built drawings.

- C. Proposal item No. 3 – Site Maintenance – Initial Remediation – Landfill Area
- a. Basis of measurement: Months (mos).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to:
 - i. Provide temporary erosion, sediment and drainage controls during construction in accordance with the approved C-SWPPP, the Contractor’s Erosion and Sediment Control Plan (ESCP), and as described in Section 31310 of the Technical Specifications.
 - ii. Establish of final SWPPP measures prior to demobilization from the Site.
 - iii. Provide for the effective control of dust during all earthwork activities, consistent with Section 01563.
 - iv. Provide baker tanks for storage of decontamination and dewatering water for sampling, testing, and associated discharge. Excludes cost for treatment of stored water.
 - v. Perform air monitoring to confirm control of dust throughout the duration of the project and as appropriate for worker health and safety, in accordance with the approved Dust Control Plan.
- D. Proposal Item No. 4 – Tree and Large Shrub Removal/Disposal – Initial Remediation – Landfill Area
- a. Basis of measurement: Lump Sum (LS).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials and equipment (and other incidentals) to:
 - i. Remove trees and large shrubs within the waste cell and areas of known contamination excavation areas as described in Section 31110 and shown in the Construction Drawings.
 - ii. Dispose of tree, shrub and root material at Clean Planet Inc. in Stockton including payment of all fees, including tipping fees, local and state taxes, and any other fees assessed by the for the disposal.
- E. Proposal Item No. 5 – Dewatering
- a. Basis for measurement: Days of dewatering necessary to complete the excavations below the groundwater table in days.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include labor and equipment required for dewatering at the waste cells and areas of known contamination to facilitate excavation, survey, and visual observations of the excavation bottom including providing any necessary stabilization, storage containers, pumps, trucks, pipes, and hoses for the effective control of water within the excavations, consistent with Section 31140. In addition, this item includes pumping through a sediment control system (i.e., filters to remove suspended

sediment to acceptable levels for discharge to the on-site sanitary sewer), temporary storage, sampling, testing, and discharge to the on-site sanitary sewer. Excludes treatment for dissolved chemicals, which is not expected to be required for discharge to the on-site sanitary sewer.

- F. Proposal Item No. 6 – IAS-11 Consolidation Area Base Excavation and Stockpiling
- a. Basis for measurement: Cubic Yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the excavation is complete.
 - b. Basis for payment. Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to excavate and grade soils to achieve the design slopes, widths, grades and elevations shown on the Construction Drawings for the IAS-11 Consolidation Area base grade and adjacent project components (i.e., drainage channels, drainage slopes, roads, access areas, etc.) and as described in Section 31221 from the Technical Specifications. Includes loading, hauling, unloading, and placing the excavated materials from the IAS-11 Consolidation Area to Stockpile 2 (General Stockpile) as shown on the Construction Drawings and as per the requirements from Section 02210 from the Technical Specifications.
- G. Proposal Item No. 7 – Waste Cell Excavation and Consolidation
- a. Basis for measurements: Cubic yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the excavation is complete. Alternate proposed methods of measurement may be used if approved by OWNER prior to commencement of work.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to excavate, load, haul, unload, place, and compact the approximately 8920 CY of waste and soil material from the waste cells that overlap with the rail line embankment footprint per the Construction Drawings and the requirements of Sections 31221 and 31223 of the Technical Specifications.
- H. Proposal Item No. 8 – Areas of Known Contamination Excavation and Consolidation
- a. Basis for measurements: Cubic yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the excavation is complete. Alternate proposed methods of measurement may be used if approved by OWNER prior to commencement of work. Item excludes excavation of 39-1B (See Proposal Item No. 9)
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to excavate, load, haul, unload, place, and compact approximately 3910 CY of impacted soil material from the areas of known contamination (excluding area 39-1B) per the Construction Drawings and the requirements of Sections 31221 and 31223 of the Technical Specifications.
- I. Proposal Item No. 9 – Area of Known Contamination 39-1B Excavation and Consolidation
- a. Basis for measurements: Cubic yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the excavation is complete. Alternate proposed methods of measurement may be used if approved by OWNER prior to commencement of work.

- b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to excavate approximately 4530 CY of impacted soil material from area of known contamination 39-1B in accordance with the Construction Drawings and the requirements of Sections 31221 of the Technical Specifications.
 - i. The quoted price will also include loading and hauling the excavated material temporarily to the northern portion of Cell M, spreading and discing as necessary to dry.
 - ii. The quoted price will also include reloading, hauling, placement, and compaction of this material in IAS-11.
 - iii. Dewatering this excavation is included under Proposal Item No. 5 (Dewatering).
- J. Proposal Item No. 10 – Earthfill (DMPS stockpiles)
 - a. Basis for measurement: Cubic yard (CY). Measured by grid method comparing the surveyed surfaces (on 50-ft maximum spacing and at grade breaks) before and after the earthfill placement and compaction is complete. Alternate proposed methods of measurement may be used if approved by OWNER prior to commencement of work.
 - b. Basis for payment. Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to excavate, haul, temporary stockpile, screen as necessary, moisture condition, haul from temporary stockpile(s), place, compact and grade earth fill material to achieve the IAS-11 design slopes and grades and waste and impacted soil excavation backfill grades as shown on the Construction Drawings and as described in Section 31222. The quoted price shall assume that sufficient volume is available at the Rough and Ready Island (RRI) Dredge Material Placement Site (DMPS) stockpile. It is the responsibility of the Contractor to coordinate all soil moving, and no additional payment beyond the quoted unit price will be made for double-handling of excavated materials. Excludes earthfill beyond the available material within the on-site stockpiles (See optional Proposal Item No. 24).
- K. Proposal Item No. 11 – Foundation Layer
 - a. Basis for measurement: Cubic Yard (CY). Based on actual area covered as determined by perimeter survey on 50-foot maximum spacing and at grade breaks multiplied by the design thickness.
 - b. Basis for payment. Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to, screen as necessary, moisture condition, haul from temporary stockpile(s), place, compact and grade material to achieve the IAS-11 foundation layer design slopes and grades as shown on the Construction Drawings and as described in Section 31222. It is the responsibility of the Contractor to coordinate all soil moving, and no additional payment beyond the quoted unit price will be made for double-handling of excavated materials.
- L. Proposal Item No. 12 – Gravel
 - a. Basis for measurement: Ton (ton). Quantity of material imported to the site and placed based on truck load tickets.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to import and place gravel as shown on the Construction Drawings and as

described in Section 31224. It is the responsibility of the Contractor to coordinate all material moving, and no additional payment beyond the quoted unit price will be made for double-handling of materials or orders larger than the quantity needed for the project.

- M. Proposal Item No. 13 – Vegetative Layer (DMPS stockpiles)
- a. Basis for measurement: Cubic Yard (CY). Based on actual area covered as determined by perimeter survey on 50-foot maximum spacing and at grade breaks multiplied by the design thickness.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to excavate, haul, temporary stockpile, screen as necessary, moisture condition, haul from temporary stockpile(s), place, compact and grade material to achieve the IAS-11 design slopes and grades as described in Section 31240. It is the responsibility of the Contractor to coordinate all soil moving, and no additional payment beyond the quoted unit price will be made for double-handling of materials. Excludes vegetative soil material beyond the available material within the DMPS stockpiles. Quoted price shall assume that sufficient volume is available at the RRI DMPS stockpile.
- N. Proposal Item No. 14 – 16 oz/sy Geotextile
- a. Basis of measurement: Square Feet (SF). Based on actual area covered as determined by perimeter survey. Excludes material at overlapped seams and material wastage. Slope shall be taken into account when computing area.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to install the Contractor-supplied 16 oz/yd² geotextile as shown on the Construction Drawings and as described in Section 31720 of the Technical Specifications.
- O. Proposal Item No. 15 – Geocomposite
- a. Basis of measurement: Square Feet (SF). Based on actual area covered as determined by perimeter survey. Excludes material at overlapped seams and material wastage. Slope shall be taken into account when computing area.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to install the Contractor-supplied blanket landfill gas geocomposite and the vegetative layer drainage geocomposite as shown on the Construction Drawings and as described in Section 31730 of the Technical Specifications.
- P. Proposal Item No.16 – Landfill Gas System
- a. Basis of measurement: Lump Sum (LS).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor, equipment, and materials to install the landfill gas geocomposite strips and vents as shown on the Construction drawings. The lump sum cost for materials will include the installation and material costs for the new 3” diameter SDR-17 HDPE pipe, permanent fencing, flanges, elbows, and insect screens.
- Q. Proposal Item No. 17 – 40 mil DST LLDPE Geomembrane
- a. Basis of measurement: Square Feet (SF). Based on actual area covered as determined by perimeter survey. Excludes material at overlapped seams and material wastage. Slope shall be taken into account when computing area.

- b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to install the Contractor-supplied double-sided textured 40 mil LLDPE geomembrane as shown on the Construction Drawings and as described in Section 31750 of the Technical Specifications.
- R. Proposal Item No. 18 – Vegetative Layer Subdrain Trenches
 - a. Basis of measurement: Linear Feet (LF). Based on actual length of trench as determined by field measurement.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to install the perforated and solid subdrain pipes with the following exceptions. The quoted price shall include furnishing and installing new 4" diameter perforated SDR-17 HDPE pipe. The cost will exclude price for furnishing geotextile (Proposal Item No. 14) and gravel (Proposal Item No. 12).
- S. Proposal Item No. 19 – Hydroseeding
 - a. Basis of measurement: Acre (ac). Based on actual area covered as determined by field measurement. Slope shall be taken into account when computing area.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to install the hydroseed as shown on the Construction Drawings and as described in Section 31320 of the Technical Specifications.
- T. Proposal Item No. 20 – Rip Rap
 - a. Basis of measurement: Ton (ton). Quantity of material imported to the site and placed based on truck load tickets.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to import and place rip rap as shown on the Construction Drawings. It is the responsibility of the Contractor to coordinate all material moving, and no additional payment beyond the quoted unit price will be made for double-handling of materials or orders larger than the quantity needed for the project.
- U. Proposal Item No. 21 – Stormwater Channel Construction
 - a. Basis of measurement: Lineal Foot (LF). Based on survey measurement along the centerline of the channel.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals required to construct the stormwater channel between the rail line embankment and IAS-11 as shown on the Construction Drawings. Item includes grading for new Channel. The cost will exclude price for furnishing and installing geotextile (Proposal Item No. 14) and gravel (Proposal Item No. 12).
- V. Proposal Item No. 22 – Stormwater Ditch Construction
 - a. Basis of measurement: Lineal Foot (LF). Based on survey measurement along the centerline of the ditches.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals required to construct the stormwater ditches on the IAS-11 slopes as shown on the Construction Drawings. The cost will exclude price for

furnishing and installing geotextile (Proposal Item No. 14) and gravel (Proposal Item No. 12).

- W. Proposal Item No. 23 – Road Base
- a. Basis for measurement: Ton (ton). Quantity of material imported to the site and placed based on truck load tickets.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to provide, import, and place and compact road base as shown on the Construction Drawings. It is the responsibility of the Contractor to coordinate all material moving, and no additional payment beyond the quoted price will be made for double-handling of materials or orders larger than the quantity needed for the project.

Initial Remediation – Landfill Area (Optional Items)

- A. Proposal Item No. 24 – Earthfill (Imported from off-Site)
- a. Basis for measurement: Cubic Yard (CY). Measured by the area method and based on surveyed grid taken at the placement site (on 50-foot maximum spacing and at grade breaks) before and after the work. Alternate proposed methods of measurement may be used if approved by OWNER prior to commencement of work.
 - b. Basis for payment. Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all material, labor, and equipment to import, screen as needed, moisture condition, place, compact and grade earthfill material to achieve the IAS-11 design slopes and grades and waste and impacted soil excavation backfill grades as shown on the Construction Drawings and as described in Section 31222. It is the responsibility of the Contractor to coordinate all soil moving, and no additional payment beyond the quoted unit price will be made for double-handling of materials.
- B. Proposal Item No. 25 – Gravel for Backfill of Excavations
- a. Basis for measurement: Ton (ton). Quantity of material imported to the site and placed based on truck load tickets.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include full compensation for furnishing all labor and equipment to import and place gravel as shown on the Construction Drawings and as described in Section 31222. It is the responsibility of the Contractor to coordinate all soil moving, and no additional payment beyond the quoted unit price will be made for double-handling of materials or orders larger than the quantity needed for the project.
- C. Proposal Item No. 26 – Mobilization/Demobilization of Additional Water Treatment Equipment
- a. Basis for measurement: Lump Sum (LS).
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor’s Schedule of Values. The quoted price shall include labor and equipment required for setup of the additional water treatment equipment beyond that included in Proposal Item No. 5 (i.e., treatment for dissolved chemicals via granular activated carbon) that may be required and providing any additional necessary material (i.e., pumps, trucks, pipes, and hoses) consistent with Section 31140.
- D. Proposal Item No. 27 – Water Treatment System Operation

- a. Basis for measurement: Duration in weeks of treatment of stored water necessary to discharge to the on-site sanitary sewer.
 - b. Basis for payment: Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include labor and material required for operation of the additional water treatment equipment beyond that included in Proposal Item No. 5 (i.e., treatment for dissolved chemicals) that may be required to discharge the stored water to the on-site sanitary sewer consistent with Section 31140.
- E. Proposal Item No. 28 – Interim Cover for Material Stockpiled at Cell M
- a. Basis for measurement: Cubic yard (CY). Based on actual area covered as determined by perimeter survey on 50-foot maximum spacing and at grade breaks multiplied by the design thickness of 1 ft.
 - b. Basis for payment. Payment will be by the unit price quoted in the Contractor's Schedule of Values. The quoted price shall include full compensation for furnishing all labor, materials, equipment, and other incidentals to fine-grade stockpile and place and compact interim cover soil.

Determination of Quantities

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Port, of units of work satisfactorily completed in accordance with Contract Documents or as directed by Port. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in this Section 01200. If methods are not so set forth, measurements shall be made in any manner which Port considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform Port of any disputes regarding quantity measurements and shall immediately supply Port with any documentation supporting the disputed measurements.

Scope of Payment

- A. Except as otherwise expressly stated in this Section, payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

- a. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by Port;
 - b. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents;
 - c. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item (whether lump sum or unit price).
- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Unit Prices shall apply to work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in the Bid Form or otherwise referenced in the Scope of Work. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect Contractor's incremental cost differential resulting from increased or decreased economies of scale.
- E. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in the Scope of Work.
- F. Port may, in its discretion, where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
- a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 - b. Full title to the materials and/or equipment shall vest in Port at the time of delivery to the Site, warehouse or other storage location;
 - c. Obtain a negotiable warehouse receipt, endorsed over to Port for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Port;
 - d. Stockpiled materials and/or equipment shall be available for Port inspection, but Port shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 - e. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
 - f. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 - g. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Port has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Port's interest therein, all of which must be satisfactory to Port. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as

unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

- G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

Basis of Payment

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in the Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined in accordance with the Description of Proposal Items.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any) will be paid for as provided in the Scope of Work. Funds authorized for Allowance work will not be released for Contract payments unless Port has authorized Allowance work in writing.
- D. Port does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Port. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

Progress Payments

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values:
- a. Within twenty Days from issuance of Notice of Award and prior to Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by Port to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
 - b. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Port. Scheduling, record documents and quality assurance control shall be separate line items.

- c. Port will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Port, Port will accept this Schedule of Values for use. Port shall be the sole judge of fair market cost allocations.
 - d. Port will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in an inaccurate reallocation of moneys until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Port.
- C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
- a. On or before the 20th Day of each month (but after receipt of Port’s approval of the updated Schedule as required by Section 31060 (Progress Schedules and Reports), Contractor shall submit to Port an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form acceptable to Port an itemized cost breakdown of Contractor’s record of Cost of the Work together with supporting data and any certification required by Port. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor’s Application for Payment being delayed for more than a Day for Day basis.
 - b. Applications for Payment may include, but are not necessarily limited to the following:
 - i. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - ii. Up to 75 percent of the cost of equipment identified in Scope of Payment paragraph F of this Section 01200 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by Port.
 - iii. Up to 50 percent of the cost of materials identified in Scope of Payment paragraph F of this Section (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 - c. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of the General Conditions and Section 31060 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 - d. No progress payment will be processed prior to Port receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 31060 (Progress Schedules and Reports) justifies denying the entire Application for Payment.
 - e. Each Application for Payment shall list the Project Name, Contract No., Grant No. (if applicable), and the Capitol Project No. (if applicable) provided in this Document and/or available by the Port. Submitted invoices that do not properly identify this information will be returned and may cause delays in reimbursement.

- f. Each Application for Payment shall list each Change Order and Construction Change Directive (“CCD”) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to Port.
- g. If Port requires substantiating data, submit information requested by Port, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- h. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with Port, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Port.

D. Progress Payments

- a. Port will review Contractor’s Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, Port will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
- b. Each Application for Payment may be reviewed by Port and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by Port pursuant to the Bid Items prepared in accordance with the Scope of Work.
- c. If it is determined that the Application for Payment is not proper and suitable for payment, Port will return it to Contractor as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If Port determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Port may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
- d. Pursuant to Public Contract Code Section 20104.50, if Port fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Port shall pay interest to Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Port exceeds the seven-Day return requirement set forth herein.
- e. As soon as practicable after approval of each Application for Payment for progress payments, Port will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Port, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
- f. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current

progress payment and unconditional release forms for past progress payments. Port also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.

- g. Port reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Port, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 - h. Granting of progress payment or payments by Port, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
 - i. When Port shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by Port from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover Port's charges against it, Port shall have right to recover balance from Contractor or Sureties.
- E. Retention Changes
- a. Following satisfactory and timely completion of at least 50% of the total Work of the Contract Documents, following Contractor's request, Port may, in its sole discretion, elect to do one or more of the following:
 - i. Notwithstanding paragraph D.5 above, pay any or all subsequent Applications for Payment for progress payments at the rate of 95 percent of the amounts otherwise due.
 - ii. Release to Contractor any retention otherwise held by Port.
 - b. Port reserves the right to revoke any election under this paragraph at any time.
 - c. Nothing in this paragraph shall lessen or diminish any Port right or remedy, including without limitation Port's right to require Contractor to perform all Work within the time otherwise required in the Contract Documents.

Substitution of Securities in Lieu of Retention

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
 - a. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Port which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 - b. Alternatively, Contractor may request and Port shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the

interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Port, pursuant to the terms of this Section. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.

- c. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
- d. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
- e. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

Final Payment

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Port will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. Port's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Port's obligation to make final payment, Document 00650 (Agreement and Release of Any and All Claims) discharging Port, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

Effect of Payment

- A. Payment will be made by Port, based on Port's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Port has:
 - a. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
 - b. Reviewed construction means, methods, techniques, sequences, or procedures;
 - c. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Port to substantiate Contractor's right to payment; or
 - d. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.