Port of Stockton
CALIFORNIA

PROJECT MANUAL

PORT OF STOCKTON
BERTHS BED LEVELING
PROJECT NO. 240001

STOCKTON PORT DISTRICT
315 FYFFE AVENUE
STOCKTON, CA 95203

(209) 946-0246

www.portofstockton.com

procurement@stocktonport.com

DOCUMENT 00010

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DOCUMENT 00015

TWIC REQUIRED FOR SERVICE PROVIDERS

What is TWIC? The Transportation Worker Identification Credential, also known as TWIC®, is required by the Maritime Transportation Security Act for workers who need access to secure areas of the nation's maritime facilities and vessels. The Transportation Security Administration (TSA) conducts a background check to determine a person's eligibility and issues the credential.

General information available at https://www.tsa.gov/twic

How to Apply

- Pre-enroll using the online application at https://tsaenrollmentbyidemia.tsa.dhs.gov or complete the entire process in person at an application center https://tsaenrollmentbyidemia.tsa.dhs.gov/locator
- Schedule an appointment online at https://www.tsa.gov/twic or call (855) 347-8371 weekdays, 8 a.m. to 10 p.m. ET.
- Visit a TWIC application center to:
  1. *Provide required documentation, be fingerprinted and take a facial photo.*
  2. *First-time applicants pay $124 non-refundable fee valid for five years with a credit card, money order, company check or certified/cashier's check.*
  3. *Your card can be mailed to your home address or picked up at the application center.*

LOCAL TWIC OFFICE:

Stockton, CA	2111 W March Ln
Stockton, CA Location ID: 3445 IdentoGO 2111 W March Ln Ste B500 Stockton, CA 95207-6437	Tuesday - Thursday: 09:00 AM - 12:00 PM & 12:30 PM - 03:00 PM

This sheet is provided as INFORMATION ONLY. Contractor shall visit www.tsa.gov/twic to verify eligibility and further information.

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

1. **NOTICE.** The STOCKTON PORT DISTRICT, a municipal corporation of the State of California ("Port") hereby gives notice that it will accept Bids for construction of the following public work:

PORT OF STOCKTON
BERTHS BED LEVELING

2. **BID SUBMISSION.** Port will receive sealed Bids no later than **3:00 p.m. on Thursday, August 20, 2026.** Port's representative will call out the designated time in the Port Administration Building lobby, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

3. **CONTACT INFORMATION.**

Mailing Address:
Janice Dias
P.O. Box 2089
Stockton, California 95201

Website address for more information:
www.portofstockton.com

Owner's Representative:
Jason Cashman
Director of Environmental Affairs
Or Port Designated Representative

Telephone: (209) 946-0246

4. **DESCRIPTION OF THE WORK.** The Port of Stockton (Port) is proposing to conduct berth maintenance through bed leveling operations of dock berthing areas on the Port's east and west complexes. This work is intended to restore and maintain the required elevations shown in the drawings by redistributing sediment within the berth footprint.
The project will consist of mechanical bed leveling (knockdown) using a drag bar or similar equipment to flatten localized high spots and achieve the design bottom elevations within the defined dock area footprint, subject to Port approval. No dredging or off-site disposal of sediment is anticipated under this contract. All operations shall be performed using equipment of sufficient size and capability to complete the work within the designated work windows. The Port retains sole discretion to determine whether the proposed equipment meets project requirements and may reject any bid that does not satisfy these criteria.
Bed leveling activities shall involve the in-place redistribution of sediments only. Sediment shall be leveled and spread within the authorized work areas to achieve the required grades. No hydraulic or mechanical transport of sediment to upland placement sites is included as part of this work unless otherwise directed by the Port.

5. **CONTRACT TIME.** Work shall be finally completed by **October 31, 2026**.

6. **REQUIRED CONTRACTOR'S LICENSE(S).** A California "A" Contractor License is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract.

7. **DEPARTMENT OF HOMELAND SECURITY REQUIREMENTS**. All Service Provider and contractor personnel who will at any time be present on the project site must obtain a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration. Service Provider will be responsible for processing and costs associated with obtaining the TWIC. Information can be obtained at https://www.tsa.gov/for-industry/twic.

8. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.

9. **INSTRUCTIONS.** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes for deposit at the Stockton Port District administration building lobby.

10. **SUBSTITUTION OF SECURITIES.** Port will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100.

11. **PRE-BID CONFERENCE**. Port will NOT conduct a Pre-Bid Conference.

12. **QUESTION / RFI SUBMITTAL**. Bidders may submit questions / requests for information (RFI) regarding this bid by email to procurement@stocktonport.com as soon as possible, but no later than **5:00 PM PST, August 6, 2026**. Port will not respond to questions regarding this bid received after the date and time noted above.

13. **ADDENDA**. Responses to question and RFI submittals will be issued by Addenda posted to the Port's website www.portofstockton.com no later than **August 11, 2026**. Port will not answer questions received by the question/RFI due date as noted in the section above. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the responsibility of all potential bidders to monitor the Port's website and ensure that all addenda have been retrieved by the bidder.

14. **PROCUREMENT OF BIDDING DOCUMENTS.** Bidders may examine the Bidding Documents, including the Instructions to Bidders and the plans and specifications for the work at the Port's offices. Bid Documents will be available for download from the Port's website, www.portofstockton.com – Business section, Bids & Proposals, Out to Bid. Port expects documents to be available on or after **July 22, 2026**. The Bidders' attention is drawn to the Instructions to Bidders for complete instructions regarding submission of a Bid.

15. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.

16. **INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**: Port shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. Bidder shall not include in its Bid any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. Federal ineligible listings are located on the System for Award Management (SAM) at https://sam.gov**.**

17. **RESERVATION OF RIGHTS.** Port specifically reserves the right, in its sole discretion, to reject any or all Bids, or rebid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

By order of the Board of Commissioners of the Stockton Port District.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested by the Stockton Port District, a California Port District with municipal powers organized pursuant to Harbors and Navigations Code Sections 6200 et seq. ("Port"), for a general construction contract, or work described in general, as follows:

PORT OF STOCKTON
BERTHS BED LEVELING

1. **RECEIPT OF BIDS & SCHEDULE:** Sealed Bids will be received by Port at Port's office (see paragraph 2 below) on **Thursday, August 20, 2026, by 3:00 PM**. Port will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Port will receive Bids in opaque sealed 10 inch x 13 inch envelope(s), containing the respective items described in Paragraph 6 below. All Bid envelopes will be time-stamped to reflect their submittal time. **Envelope shall be due by 3:00 PM**. Port shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

   Port's anticipated bid schedule is provided below:

Contractor Questions Due	August 6, 2026 by 5:00 PM PST
Final Response Addendum to Contractors	August 11, 2026
BIDS DUE	**August 20, 2026 at 3:00 PM PST**
Notice of Intent to Award	August 21, 2026
Commission Meeting	September 8, 2026
Anticipated Notice of Award	September 9, 2026
Contract Executed by	September 23, 2026
Construction Completion	October 31, 2026

2. **CONTACT INFORMATION:** Sealed Bids shall be received at Port's Administration Building lobby located at **315 Fyffe Avenue, Stockton, California 95203**. The telephone number for Port is (209) 946-0246.

3. **PROCUREMENT OF BID DOCUMENTS:** Bidders may obtain Bidding Documents from the Port's Administration Building at **315 Fyffe Avenue, Stockton, CA 95203**, from the Procurement & Contracts Officer. Bidders may examine the Bidding Documents, including the Instructions to Bidders and the plans and specifications for the work at the Port's offices. Bid documents will be available on the Port's website Documents will be available for download from the Port's website, www.portofstockton.com – Business section, Bids & Proposals, Out to Bid.

4. **PRE-BID CONFERENCE:** Port will NOT conduct a Pre-Bid Conference.

   4.1. Site Visits may be scheduled at Port's sole discretion, depending on staff availability.

   4.2. While Bidders will be allowed to observe Site conditions, invasive testing will not be allowed.

5. **BID SUBMISSION:** Bidder shall mark its Bid envelope as **BID FOR THE PORT OF STOCKTON, BERTHS BED LEVELING.** Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Port made as part of Bid evaluation process after submission of Bid.

Bidder's failure to submit all required documents strictly as required entitles Port to reject the Bid as non-responsive.

5.1. The submission of a Bid does not commit Port to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

6. **REQUIRED CONTENTS OF BIDS:** All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

6.1. Bidders must submit Bids on Document 00400 Bid Form in accordance with the provisions of Document 00400. Port will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bid documents and specifications. Port reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must submit clearly written Bids without erasure or interlineation. Bidders must clearly make any changes in the Bid. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Port reserves the right to reject any Bid not clearly written. Bidders may not modify the Bid Form or qualify their Bids.

6.2. Bidders must submit Document 00411 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or surety bond of not less than 10% of the Total Bid Price payable to "Stockton Port District," and completed in accordance with the provisions of Document 00411. (Port may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.)

6.3. Bidders must submit Document 00420 (Bidder Registration) completed in accordance with the provisions of Document 00420. Bidder must complete this form and include comprehensive answers to all questions. Port shall reject as non-responsive any Bid submitted without the Bidder Registration and Experience Form.

6.4. Bidders must submit Document 00430 (Subcontractors List) completed in accordance with the provisions of Document 00430. The Subcontractors List must include the names of all subcontractors and their respective Bid item sub-Bids for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.

6.5. Bidders must submit Document 00481 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00481. Port shall reject as non-responsive any Bid submitted without the Non-Collusion Affidavit.

6.6. Bidders must submit Document 00482 (Bidder Certifications) completed in accordance with the provisions of Document 00482. Port shall reject as non-responsive any Bid submitted without the Bidder Certifications.

6.7. Any item required by the Special Conditions.

7. **OTHER REQUIREMENTS PRIOR TO BIDDING**: Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to Port that Bidder has fully completed these tasks.

8. **EXISTING CONDITIONS INFORMATION AND GEOTECHNICAL DATA:** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous

work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Port reasonable advanced notice. Document 00320 (Geotechnical Data and Existing Conditions) applies to all supplied existing conditions information. Port will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

9. **ADDENDA:** Bidders must direct all questions about the meaning or intent of Bidding Documents to Port (Attention: Procurement & Contracts Officer) by emailing procurement@stocktonport.com as soon as possible, but no later than **5:00 PM PST, August 6, 2026.**

   Interpretations or clarifications considered necessary by Port in response to such questions will be issued by Addenda posted to the Port's website www.portofstockton.com no later than **August 11, 2026.** Port may not answer questions received by the question/RFI due date as noted above. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the responsibility of all potential bidders to monitor the Port's website noted above and ensure that all addenda have been retrieved by the bidder.

   9.1. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Port.

   9.2. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Port.

10. **DEPARTMENT OF HOMELAND SECURITY REQUIREMENTS:** All personnel assigned to the successful Bidder to the project must obtain a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration. Successful Bidder will be responsible for processing and costs associated with obtaining the TWIC. Information can be obtained at https://www.tsa.gov/for-industry/twic.

11. **EQUAL EMPLOYMENT OPPORTUNITY**: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

12. **WAGE RATES:** The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements.

13. **WITHDRAWAL OF BIDS:** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the Port at the Port's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the Port to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

14. **BID OPENING:** Port will open all Bidders' Envelopes immediately after the time on the date specified in Paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

15. **DETERMINATION OF APPARENT LOW BIDDER:** Apparent Low Bid will be determined as provided in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items.
    15.1 If any Apparent Low Bidder is determined to be non-responsive or non-responsible, Port may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

16. **BID EVALUATION:** Port may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Port also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. Port reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Port believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Port. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items**.**

    a. In evaluating Bids, Port will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, bid item prices, and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.

    b. Port may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Port deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Port's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. Port shall have the right to consider information provided by sources other than Bidder. Port shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

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

    d. Port may determine whether a Bidder is qualified in its sole discretionary judgment.

17. **BID PROTEST:** Any Bid protest must be submitted in writing to the Port's offices (Attention: Procurement & Contracts Officer), before 5:00 p.m. of the tenth Day following posting in the front entrance of the Administration Building of Document 00505 (Notice of Intent to Award for Construction). Time will be determined by the clock in the Administration Building lobby. Port will use reasonable efforts to deliver by email a copy of Document 00505 to all Bidders who submitted Bids no later than the business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

    17.1. The initial protest document must contain a complete statement of the basis for the protest.

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

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

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

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

    17.6. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall

constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

18. **AWARD:** It is the intent of the Port to award a contract to accomplish the Work described in the Contract Documents. If a Contract is awarded, it will be awarded to the lowest responsible responsive Bidder within ninety (90) days after the opening of the Bids.

19. **PERMITS:** It is the bidder's responsibility to furnish prior to the start of work any and all applicable permits to this project. Actual costs of permits will be reimbursed upon receipt of appropriate documentation.

20. **SUBSTITUTIONS:** Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

    20.1. Except as provided in Paragraph 20.4 below, Port will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 5 Days before the Bid Date. After that date, Port will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form). Insufficient information will be grounds for rejection of substitution. Port shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. Port's decision shall be conclusive on all Bidders.

    20.2. Approved substitutions shall be listed in Addenda and become part of Contract Documents.

    20.3. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in the Contract Documents.

    20.4. As a limitation on Bidder's privilege to substitute "or equal" items, Port has found that certain items are designated as Port standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Port will not permit substitution. Such items are:

        20.4.1. N/A

21. **POST NOTICE OF AWARD REQUIREMENTS:** Successful Bidder must execute and submit the documents set forth in this Document to Port by 5:00 p.m. of the 7th Day following the Notice of Award. Execution of Contract by Port depends upon approval of these documents.

    21.1. Document 00520 (Agreement) must be executed by successful Bidder. Submit two originals, each bearing an original signature and initials on each page.

    21.2. Document 00610 (Construction Performance Bond) must be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one original.

    21.3. Document 00620 (Construction Labor and Material Payment Bond) must be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit one original.

    21.4. Document 00630 (Guaranty) must be executed by successful Bidder.

    21.5. Insurance certificates and endorsements required by Document 00821 (Insurance and Indemnification) must be submitted by successful Bidder. Submit one original set

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

21.7. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles Port to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

22. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS**: If Bidder to whom Contract is awarded shall, within the period described in Paragraph 19 of this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Port may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Port may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Port's damages.

22.1. Upon such failure to timely deliver all required Contract Documents as set forth in Paragraph 21 through Paragraph 21.8 of this Document 00200, Port may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within the time described in paragraph 19 above.

23. **MODIFICATION OF COMMENCEMENT OF WORK:** Port expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. Port accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

24. **CONFORMED PROJECT MANUAL:** Following Award of Contract, Port may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

25. **INELIGIBLE CONTRACTORS AND SUBCONTRACTORS:** Port shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at https://www.dir.ca.gov/DLSE/debar.html. Federal government listings are located at https://www.sam.gov/SAM/.

26. **DEFINITIONS:** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions) and Section 01420 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

1. REPORT AND INFORMATION

1.1 **Existence of Reports:** The Port, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

1.2 **Inspection of Reports:** Bidders may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are available for review at the Port located at 315 Fyffe Avenue, Stockton, California 95203 and copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

1.3 **Inclusion in Project Manual:** Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

1.4 **Alternative Documentation Location:** Documentation for this project referred to at paragraph 1.2 above is also available for review at the following website: http://geotracker.waterboards.ca.gov/

2. USE OF INFORMATION ON EXISTING CONDITIONS

2.1 **Aboveground Existing Conditions:** Under no circumstances shall Port be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Port regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by Port.

2.2 **Underground Facilities:** Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Port by others (e.g., the builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, Port does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, Port will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Port. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

3. LIMITED RELIANCE PERMITTED ON CERTAIN GEOTECHNICAL INFORMATION

3.1 **Geotechnical Data:** Except as expressly set forth in this Document 00320, Port does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Port, except as specifically set forth herein.

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

1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.

2. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

3. The term "technical data" shall not include the location of Underground Facilities.

4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.

5. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

4. INVESTIGATIONS

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

4.2 Port has provided time in the period prior to bidding for Bidder to perform these investigations.

5. ACCESS TO SITE FOR INVESTIGATIONS

5.1 During the Pre-Bid Site Visit(s), Port will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Port has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

SECTION 00335 - **HAZARDOUS MATERIALS SURVEY**

1. SUMMARY

1.1 This Document 00335 describes hazardous material surveys included with the Contract Documents and use of data therein.

2 REPORTS AND INFORMATION

2.1 The Stockton Port District, its consultants, contractors and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject of the Work. These documents are made available for review and copying. The documents are the following:

2.1.1 No known hazardous materials are present in the area of the proposed improvements.

2.2 Bidders may inspect such documents at Port's offices, and copies may be obtained at cost of reproduction and handling upon Bidder's payment for the costs. These documents are not part of the Contract Documents.

3. USE OF DATA AND INFORMATION

3.1 Data and information regarding the locations of hazardous materials are not part of Contract Documents. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work.

3.2 The Port does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

4. INVESTIGATIONS

4.1 See Document 00320 (Geotechnical Data and Existing Conditions) regarding access to the Site for investigation. Additionally, any investigation performed by Bidder to verify hazardous materials/waste conditions must comply with the provisions of Document 00700 (General Conditions), including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies. Bidders shall also present proof of any additionally required insurance satisfactory to Port.

END OF DOCUMENT 00335

DOCUMENT 00400

BID FORM

TO THE STOCKTON PORT DISTRICT

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: **PORT OF STOCKTON, BERTHS BED LEVELING, Project 240001**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Stockton Port District, ("Port") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all ofwhich is hereby acknowledged).

Addendum Number	**Addendum Date**	**Signature of Bidder**

   (b) N/A

   (c) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site.

   (d) Bidder has given Port prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Port is acceptable to Contractor.

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

SCHEDULE OF BID PRICES

All Bid items, including lump sums, must be filled in completely. Bid items are described in Document 01100 (Summary). Quote in figures only unless words are specifically requested.

NO.	DESCRIPTION	BID AMOUNT
1.	**Mobilization and Demobilization**	**$**
2.	**Drag Bar Bed Leveling**	**$**
	TOTAL BID AMOUNT	**$**

Total Bid Amount in Words:

_____

(Words)

This amount shall constitute full compensation for furnishing all labor, materials, apparatus, facilities, transportation, tools, equipment, bonds and insurance for performance of all the work contemplated and embraced in this contract, and for all risks of every description connected with the work, and for well and faithful completion of the work and the whole thereof in the manner and according to the Contract Documents and the requirements of designated Port Project representative.

Discrepancies between the words and numbers will be resolved in favor of the words.

5. Selection of Apparent Low Bidder: the undersigned acknowledges that the Apparent Low Bidder will be the Bidder submitting the lowest combination of **Bid Items 1-2** based on the assumptions (if any) set forth in the Schedule of Bid Prices.

6. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).

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

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond) and Insurance.

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

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "Stockton Port District."

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that Port has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Port has reserved the right to perform independent work at the Site, the extent of such work may not be determined

until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).

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

_____

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

NAME OF BIDDER: _____

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

Expiration: _____

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

_____
(Principal)

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

x _____ (Signature of Bidder)

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

Business Address: _____

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

Officers Authorized to Sign Contracts: _____
(Name/Title)

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

Contact Email address: _____
(Email)

Date of Bid: _____
(Date)

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID
STOCKTON PORT DISTRICT
BERTHS BED LEVELING

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ ,
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto the Stockton Port District, ("Port"), as obligee, in the penal sum of _____ Dollars **($_____)** lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Port **Project 240001, PORT OF STOCKTON, BERTHS BED LEVELING.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

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

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____
Attorney in Fact

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for the Stockton Port District, Bidder **must**:

1) Fill out this registration form completely; do not leave blanks.

2) Provide certificates of insurance evidencing coverage complying with Paragraph 4(A) of Document 00700 (General Conditions).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Marine General Liability (MGL) <u>OR</u> Commercial General Liability with no waterborne exclusions including coverage for:

A. Contractual Liability

B. Products and Completed Operations

C. Bodily Injury and Property Damage

D. Terminal Operators/Wharfingers Liability

E. Sudden and Accidental Pollution

F. USL&H

G. MEL

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Vessel Hull & Machinery:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Protection & Indemnity Insurance (including crew):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Vessel Pollution Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Workers Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Contractors Pollution Legal Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE COST OF ALL INSURANCE IS INCLUDED IN THE BID AMOUNT, THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE STOCKTON PORT DISTRICT, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

x_____
SIGNATURE

_____
DATE

SAFETY EXPERIENCE

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

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

   [20__] _____ **[20__]** _____ **[20__]** _____

2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases _____

   b. Number of medical treatment cases _____

   c. Number of fatalities _____

3. Employee hours worked last year _____

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

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

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

[BIDDER'S NAME]

By: _____
Signature

Its: _____
Title

Date: _____

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST
BERTHS BED LEVELING

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
BERTHS BED LEVELING

PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the Stockton Port District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

_____
(Name of Bidder)

_____
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20___

Notary Public of the State of _____

In and for the County of_____

My Commission expires_____ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

BERTHS BED LEVELING

PROJECT 240001

TO BE EXECUTED BY BIDDERS

The undersigned Bidder certifies to the Stockton Port District as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION REGARDING PREVIOUS DISQUALIFICATIONS

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

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the Port will be relying on this certification if it awards the Contract to the undersigned.

BIDDER: _____

(Name of Bidder)

Date: _____, 20[__]

By: _____

(Signature)

Name: _____

(Print Name)

Its: _____

(Title)

END OF DOCUMENT

DOCUMENT 00505

NOTICE OF INTENT TO AWARD

DATE POSTED:

PROJECT NUMBER: **240001**

PROJECT TITLE: **BERTHS BED LEVELING**

I, the Port Director of the Stockton Port District, intend to recommend to the Board of Commissioners of the Stockton Port District the award of the above-referenced project to _____.

SIGNATURE _____ DATE _____
Kirk DeJesus, Port Director

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

DATED:

TO:

ADDRESS:

PROJECT NO.: **240001**

CONTRACT FOR:

BERTHS BED LEVELING

The Contract Sum of your contract is **(_____) ($_____).**

1. One (1) copy of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award.

2. You must comply with the following conditions precedent by 5:00 p.m. of the 14th Day following the date of this Notice of Award, that is, by _____.

   a. Deliver to Port one (1) fully executed counterpart of Document 00520 (Agreement).
   b. Deliver to Port one original Document 00610 (Construction Performance Bond), executed by you and your surety.
   c. Deliver to Port one original Document 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.
   d. Deliver to Port one original set of the insurance certificates and endorsements required under Document 00700 (General Conditions).
   e. Deliver to Port one (1) original copy of Document 00630 (Guaranty), executed by you.
   f. Submit a copy of completed Construction Management Fact Sheet for approval. (Must be approved before work begins).

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

4. Within 7 Days after you comply with the conditions in paragraph 2 of this Document 00510, Port will return to you one fully signed counterpart of Document 00520 (Agreement) with the Contract Documents.

5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

6. Before you may start any Work at the Site, as according to the Notice to Proceed, you must:

   a. Submit and obtain Port approval for all plans and programs required by Section 01340 (Safety Submittals).
   b. Submit approved fire protection plan, if applicable.
   c. Submit and obtain Port approval for Traffic Control Plan 14 days prior to commencement of work.
   d. Submit to the port a copy of any and all necessary permits for this project.

STOCKTON PORT DISTRICT,
a political subdivision of the State of California ("Port")

BY: _____

ITS: PORT DIRECTOR, KIRK DEJESUS

RESOLUTION NO. _____

ADOPTED _____

By Port's Board of Port Commissioners is attached hereto

END OF DOCUMENT

Agreement Number:

STOCKTON PORT DISTRICT
DOCUMENT 00520 STANDARD AGREEMENT

1. This Agreement is entered into between the Stockton Port District ("Port") and TBD ("Contractor") to provide BERTHS BED LEVELING as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: TBD Terminates on: TBD

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: **$ TBD**

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance & Indemnity
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G – Special Funding Terms & Conditions (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

TBD
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

x _____
Authorized Signature Date

_____
Printed Name and Title of Person Signing

_____
Address

STOCKTON PORT DISTRICT

x _____
Kirk DeJesus, Port Director Date

ATTEST:
x _____
~~Director of Finance and Accounting~~ Esmeralda Correa, Controller

APPROVED AS TO FORM:
Herum Crabtree Suntag, Port Counsel

BY: _____

Agreement Number:

EXHIBIT A
STATEMENT OF WORK

1. Project Scope

1.1 See attached bid dated _____, 2026.

2. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

_____

_____

_____

Port: Stockton Port District
Attn: Port Director
315 Fyffe Avenue
Stockton, CA 95203

3. Key Personnel

(If applicable, type the name and contact information Key Personnel working on the Project.)

4. Option to Renew

N/A

Agreement Number:

EXHIBIT B

INSURANCE

Insurance Requirements for Marine Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Marine General Liability (MGL) OR Commercial General Liability with no waterborne exclusions including coverage for:**
   A. Contractual Liability
   B. Products and Completed Operations
   C. Bodily Injury and Property Damage
   D. Terminal Operators/Wharfingers Liability
   E. Sudden and Accidental Pollution
   F. USL&H
   G. MEL

   on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
3. **Vessel Hull & Machinery:** with limits no less than **$5,000,000** per accident for bodily injury and property damage.
4. **Protection & Indemnity Insurance (including crew)**: Liability for any third-party bodily injury or property damage caused by a vessel. This includes injury to the crew. Minimum limits acceptable are $2,000,000.
5. **Vessel Pollution Liability:** Minimum limits acceptable are $2,000,000.
6. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
7. **Surety Bonds** as described below.
8. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **$1,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown

above, the Stockton Port District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Stockton Port District.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Stockton Port District. The Stockton Port District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Stockton Port District. The MGL or CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 unless approved in writing by Stockton Port District. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Stockton Port District may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Stockton Port District reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Stockton Port District, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the MGL or CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles/vessels owned, leased, hired, or borrowed by or on behalf of the Contractor. Marine/General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Stockton Port District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Stockton Port District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Stockton Port District.

Claims Made Policies – (MGL or CGL must be on an occurrence basis.)
If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Stockton Port District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Marine or Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Stockton Port District.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the Stockton Port District. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Stockton Port District for all work performed by the Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not an endorsement has been issued.

Verification of Coverage

Contractor shall furnish the Stockton Port District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the MGL or CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Stockton Port District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Stockton Port District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Stockton Port District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all

requirements stated herein, and Contractor shall ensure that Stockton Port District is an additional insured on insurance required from subcontractors. For MGL or CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage
MGL, CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Surety Bonds
Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances
Stockton Port District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Goods, Equipment and Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to Port the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. Port Assistance, Facilities, Equipment and Clerical Support. Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, Port shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. Compensation. Port shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to Port must contain a brief description of work performed, time spent and Port contract number. Within thirty (30) days of receipt of Contractor's invoice, Port will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by Port, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by Port upon receiving a written request thirty (30) days in advance of said time limitation. The Port shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the Port, after the work is accepted by the Port.

4. Sufficiency of Contractor's Work. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. Ownership of Work. All reports and work product including electronic files such as AutoCAD drawing files, MathCAD calculation sheets, computer simulation models and all other documents completed or partially completed by service provider or its approved subservice providers, in performance of this agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the port upon completion of this agreement. Any and all copyrightable subject matter in all materials are work made for hire under federal copyright law and is thereby owned by the port and the service provider and its approved subservice providers agree to execute any additional documents that may be necessary to confirm the port's ownership. All materials shall be delivered to the port upon completion or termination of the work under this agreement. If any materials are lost, damaged or destroyed before final delivery to the port, the service provider shall replace them at its own expense. Service provider and its approved subservice providers shall keep materials confidential.

Materials shall not be used for purposes other than performance of services under this agreement and shall not be disclosed to anyone not connected with these services, unless the port provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the Port.

7. **Changes**. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for Port to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with Port and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, Port will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status**.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the Port for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of Port. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Port. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the Port. No agent, officer or employee of the Port is to be considered an employee of the Contractor. It is understood by both Contractor and Port that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to Port only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Port's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with Port. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to Port for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of Port. The Port may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the Board of Port Commissioners for the purposes of this Agreement. No legal liability on the part of the Port for any payment may arise under this Agreement until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the Port loses funding for any reason, the Port, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the Port, and then only upon such terms and conditions as Port may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** Pursuant to California Civil Code §2782, Design Professional agrees to indemnify, including the cost to defend, Stockton Port District and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to such proportional liability for damages found by an independent fact finder attributable to the sole negligence, active negligence, or willful misconduct of the Port; and does not apply to any passive negligence of the Port unless caused at least in part by the Design Professional. The Port agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

14. **Insurance**. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in the manner set forth in Exhibit A to this Agreement.

16. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the Port to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by Port or, if not prescribed by Port, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Port reports, information or conclusions.

20. **Conflicts of Interest**. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the Port. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the Port.

21. **Waiver**. In the event either Port or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by Port shall operate as a waiver on the part of Port of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of Port shall be personally liable to Contractor in the event of any default or breach by the Port or for any amount due Contractor.

24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or Port statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Port's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The Port requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. **Force Majeure**. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the Port; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and Port Director.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

34. **Liquidated Damages.** Port and Contractor recognize that time is of the essence of this Agreement and that Port will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and Port agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Port because of a delay in completion of all or any part of the Work. Accordingly, Port and Contractor agree that as liquidated damages for delay Contractor shall pay Port:

34.1 One Thousand Dollars ($1000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved. These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by Port resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Port as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Port (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Agreement Number:

EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of this Exhibit D, then unless a different intention is stated, the provision(s) of this Exhibit D shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations cannot be reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provisions shall remain in effect.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the Port, nor is any party entitled to be reimbursed by the Port, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the Port.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable

laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Port and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Port and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Port does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the Port's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Port. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement.

Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the Port. The Port will not make any federal or state tax withholdings on behalf of Contractor. The Port shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide Port with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the Port, which consent the Port will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The Port may at any time in writing notify Contractor that the Port will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the Port may require furnish the Port such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Port. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give Port prompt notice of any such legal or governmental demand and reasonably cooperate with Port in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Port and all such rights shall belong to the Port, and the Port shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the Port various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the Port. The Port may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the Port made this Agreement or for which the Port intends to use the Deliverables. If the Port determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is not possible to do so, within 30 days after receipt of notice from the Port specifying the failure, then the Port, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Port. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform to all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

Agreement Number:

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is **$ TBD** (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including Port approved reimbursable expenses, if any. Nothing in this Agreement requires the Port to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the Port for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the Port and accepted by the Port as being satisfactory to Port's needs. The Port shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the Port's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The Port will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to

subcontractor fees, minus reimbursable expenses, shall not exceed _____**%**.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1		$
2		$
3		$
	TOTAL PRICE	**$**

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

- **See Task Price**

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

Email: accountspayable@stocktonport.com

US Mail: Port of Stockton Accounts Payable Department
PO BOX 2089
Stockton, CA 95201-2089

Secure Portal: Vendors may register on the secure portal at https://stocktonportdistrictca.tylerportico.com/va/vendor-access/registration to submit invoices electronically with access to historical transactions.

Agreement Number:

EXHIBIT F
TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

1.1.1 Final Completion **OCTOBER 31, 2026**

DOCUMENT 00550

NOTICE TO PROCEED

Dated:

To:

Address:

CONTRACT FOR: BERTHS BED LEVELING

PROJECT NO: 240001

You are notified that the Contract Time under the above Contract will commence to run on _____. On that date, you are to start performing Work under the Contract Documents. In accordance with Article 3 of Document 00520 (Agreement), the date of Final Completion of the entire Work is _____.

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

1. Submit and obtain Port approval for all plans and programs required by Section 01340 (Safety Submittals).
2. Submit copy of completed Construction Management Fact Sheet.
3. Submit to the Port any and all necessary Permits required for this project.

STOCKTON PORT DISTRICT

By : _____
Kirk DeJesus

Its: Port Director

END OF DOCUMENT

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated **[_____], [20__]** is in the penal sum of **[_____]** which is one hundred percent of the Contract Sum**,** and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to **[_____]** ("Contractor"), **[_____]** ("Surety"), STOCKTON PORT DISTRICT ("Port"), or other party shall be considered plural where applicable.

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

CONSTRUCTION CONTRACT: **BERTHS BED LEVELING**

PROJECT NUMBER: **240001**

Located at Stockton Port District in Stockton, California**.**

DATED _____, **[20__]** in the Amount of $_____ (the "Penal Sum").

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

BOND TERMS AND CONDITIONS

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

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

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

   3.1 Port has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

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

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

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

4. When Port has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:

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

   4.2 (Complete the Contract itself.) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without Port's consent; and provided, the Construction Contract shall define Surety's performance obligation and payment rights (and the Board's Penal Sum shall not apply.)

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

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

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Port to Surety demanding that Surety perform its obligations under this Bond. At all times Port shall be entitled to enforce any remedy available to Port at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. For Options 4.1, 4.3 and 4.4, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's performance and monetary obligations shall include, but are not limited to:

    6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

    6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

    6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

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

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Port and Contractor regarding the Construction Contract, or in the courts of the County of San Joaquin, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Port to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Port shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Port or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

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

12. Definitions

    12.1 Balance of the Contract Sum: The total amount payable by Port to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the

Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

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

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).

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

END OF DOCUMENT

SECTION 00620 - **CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the Stockton Port District ("Port") has awarded to **[_____]** as Principal **Project 240001** dated the **[_____]** (date) day of **[_____]** (month), **20____** (year) (the "Contract"), titled **BERTHS BED LEVELING** located at Stockton Port District, Stockton, California in the amount of **[$_____]**, which Contract is by this reference made a part hereof, for the work described as follows:

   [The Work includes, but is not limited to _____].

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

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

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this **[_____]** (date) day of **[_____]** (month)**, 20_____** (year)**.**

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

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

TO: The Stockton Port District ("Port") Project, **BERTHS BED LEVELING**, located at Stockton Port District, Stockton, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Port for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Port and in accordance with Port's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Port and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Port may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Port shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 00700 (General Conditions) and Section 01420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20__

_____
Contractor's name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
City, State, Zip code

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ (date) day of _____ (month), _____ (year), by and between the Stockton Port District ("Port"), and _____ ("Contractor"), whose place of business is at _____ (Address of Contractor).

RECITALS

A. Port and Contractor entered into **Contract No. _____** (the "Contract") for **BERTHS BED LEVELING,** located at Stockton Port District, Stockton**,** California.

B. The Work under the Contract has been completed.

AGREEMENT

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

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

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

2. Subject to the provisions of this Agreement and Release, Port will forthwith pay to Contractor the sum of **_____ ($ _____)** under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Port as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Port arising from the Contract, except for the claims described in Paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Port, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00650.

4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges Port, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless Port, any of the Port's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Port shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

STOCKTON PORT DISTRICT

By: x_____
Signature

Name: Kirk DeJesus

Its: Port Director

ATTEST:

x_____
Melanie Rodriguez
Assistant to the Director, Secretary to the Board of Commissioners

CONTRACTOR: _____

By: _____
Signature

Name: _____
Print

Its: _____
Title

CONTRACTOR: _____

By: _____
Signature

Name: _____
Print

Its: _____
Title

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

To: **Procurement & Contracts Officer**
Stockton Port District
procurement@stocktonport.com
(209) 946-0246

Project: **BERTHS BED LEVELING**

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

Section	Paragraph	Specified Item
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

_____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost).

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

A. Does the substitution affect dimensions shown on Drawings?

_____

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

_____

C. What effect does the substitution have on other contractors, trades, or suppliers?

_____

What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

_____

D. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

_____

E. Financial benefit to the Port in accepting substitution?

_____

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

_____
Bidder/Contractor
[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by Port:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late
(after bid submission due date/time)

By: _____
Port's Project Manager

Date: _____

Remarks: _____

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this **[_____]** day of **[_____], 20___,** by and between the Stockton Port District, ("Port"), whose address is 315 Fyffe Avenue, Stockton, California 95203, or P.O. Box 2089, Stockton, California 95201**, [_____]** ("Contractor"), whose place of business is located at **[_____]**; and **Port, as escrow agent OR [_____]** ("Bank"), a state or federally chartered bank in the State of California, whose place of business is located at **[_____]** ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Port pursuant to **Contract Number** _____ entered into between Port and Contractor for the Stockton Port District, **BERTHS BED LEVELING,** Stockton, California, in the amount of **[_____]** dated **[_____, 20___]** (the "Contract"). Alternatively, on written request of Contractor, Port shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Port within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Port and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. Port shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00680.

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

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

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

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

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

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

9. Escrow Agent shall rely on written notifications from Port and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00680 and Port and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

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

ON BEHALF OF PORT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

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

PORT

_____

_____
Title

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Name

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Signature

CONTRACTOR

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Title

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Name

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Signature

ESCROW AGENT

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Title

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Print Name

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Signature

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. INTERPRETATION OF CONTRACT

A. Defined Terms

All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs, then into subparagraphs.

B. Contract Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect/Engineer, Project Manager or any Port Representative and Contractor; (2) Port and/or its representatives and (except as provided in Article 13 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Port and Contractor.

C. Precedence Of Documents

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

    a. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;

    b. Document 00520 (Agreement), and terms and conditions referenced therein;

    c. Supplemental Conditions, including without limitation Document 00800 (Supplemental Conditions) (if used) and Document 00821 (Insurance and Indemnification);

    d. Document 00700 (General Conditions);

    e. Division 1 Specifications;

    f. Division 2 through 16 Specifications;

    g. Drawings;

    h. Written numbers over figures, unless obviously incorrect;

    i. Figured dimensions over scaled dimensions;

    j. Large-scale drawings over small-scale drawings.

2. Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

3. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

4. In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

2. BID PERIOD INVESTIGATIONS AND SUBCONTRACTORS

A. Contractor's Investigations Before Bidding

1. Prior to submitting its Bid, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for bidding. Contractor's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 00320 (Geotechnical Data and Existing Conditions) and/or Document 00335 (Hazardous Materials Surveys) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 00320 (Geotechnical Data and Existing Conditions.)

2. Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site).

3. Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give Port prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the bid period and submission of a bid indicates Contractor's agreement that Port responded to the notice through Addenda issued by Port which is acceptable to Contractor.

4. Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to Port by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

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

6. Prior to submitting its Bid, Contractor may rely on Port supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification.

If existing information supplied by Port indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise Port in writing during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for Port's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.

7. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-bid investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-bid investigation.

B. Supplied Information on Underground Existing Conditions

1. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00320, Port has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of Port and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 00700, this Contract establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in its bidding and in its planning and execution of the Work involving Underground Facilities.

2. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00320 (Existing Conditions), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Port is not responsible for the completeness of any subsurface condition information for bidding or construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Port is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

C. Supplied Information on Above Ground Existing Conditions

1. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00320 (Existing Conditions), such information has been compiled in good faith, however, Contractor must independently verify such information. Port does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00320, is correctly shown or indicated, or otherwise complete for construction purposes.

2. As a condition to bidding, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to Port's attention through written question. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on Port-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

D. Subcontractors

1. Consistent with Public Contract Code Sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Port's written approval. At Port's request, Contractor shall provide Port with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

2. Subcontract agreements shall preserve and protect the rights of Port under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Port under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

3. Contractor shall provide for the assignment to Port of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

4. Port shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. Time Allowances For Performance Of Contract Documents

1. When Contractor and Port have signed the Contract Documents, Port will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at Port's option) by delivery by other means authorized for notices under the Contract documents at legal address.

2. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand or overnight delivery or facsimile transmission, Port's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date.

3. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

B. Commencement Of Work

The Contract Time will commence to run on the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. Port may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. INSURANCE AND INDEMNIFICATION

A. Insurance

See Document 00821 (Insurance and Indemnification), incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS

A. Intent

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor

shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations.

2. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

3. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to Port. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

B. Drawing Details

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Port. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

C. Interpretation Of Drawings And Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Port, in writing. Port will issue with reasonable promptness written responses, clarifications or interpretations as Port may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Port prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Port's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

D. Checking Of Drawings

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Port, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Port before

proceeding with any Work affected thereby. Contractor shall provide Port with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

E. Standards To Apply Where Specifications Are Not Furnished

The following general specifications shall apply wherever in the Specifications, or in any directions given by Port in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to Port the materials to be used or Work to be performed under this paragraph ten Business Days prior to furnishing such materials or performing such Work.

F. Deviation from Specifications and Drawings

1. Contractor shall perform Work in accordance with Drawings and Specifications, and Contractor shall not be relieved of this responsibility by the activities of the Port or Architect/Engineer. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Port. Contractor acknowledges the authority of Port to order removal of non-conforming construction. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Port's advance written approval of the proposed deviation by Change Order.

2. Contractor's prior construction experience was a material factor in selection as Contractor for this Project. Contractor, also, acknowledges that changes are a normal feature of construction projects. Contractor shall rely on its experience and proactively cooperate, coordinate and schedule RFI's, submittals, field questions, inspections, and document assembly, to facilitate the prompt and efficient use of the Change Order procedure as necessary to prevent delay in actual field construction.

3. Port may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00700.

G. Ownership And Use Of Drawings, Specifications And Contract Documents

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Port. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY PORT OR BY SEPARATE CONTRACTORS

A. Port's Right To Perform Construction And To Award Separate Contracts

1. Port may perform with its own forces, construction or operations related to the Project. Port may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these

Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

2. Currently anticipated separate construction contracts (if any) are described in Section 01100.

B. Mutual Responsibility

1. Contractor shall afford all other contractors, utility owners and Port (if Port is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

2. Contractor shall coordinate its Work with the work of other separate contractors, Port, and utility owners. Contractor shall hold coordination meetings with other contractors, Port and its representatives, and utility owners as required by Section 01315 (Project Meetings).

3. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Port or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Port and the others whose work will be affected.

4. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Port in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. Port will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Port in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Port. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. Port Authority Over Coordination

1. Port will have authority over coordination of the activities of multiple contractors in cases where Port performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. Port may at any time and in its sole discretion, designate a person or entity other than Port to have authority over the coordination of the activities among the various contractors. Port's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in this Document 00700. Contractor shall promptly notify Port in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

2. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by Port when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation herein to coordinate its Work with other contractors and utility owners. Claims will be allowed only to the extent of fault by Port if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners.

7. PAYMENT BY PORT

A. Receipt And Processing Of Applications For Payment

As required by Section 01200 (Measurement and Payment), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. Port will review Contractor's Applications for Payment and Port will and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 01200 (Measurement and Payment).

8. CONTROL OF THE WORK

A. Subcontractors.

1. Contractor is fully responsible for Contractor's own acts and omissions and those of subcontractors and design professionals. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

B. Supervision Of Work By Contractor

1. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

2. Contractor shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who once designated, shall not be replaced without Port's express written consent. The Superintendent or Project Manager shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Contractor.

C. Observation Of Work By Port

1. Port Representative(s)

   Port Representative(s) will have limited authority to act on behalf of Port as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Port, Port will issue all communications to Contractor through Port Representative, and Contractor shall issue all communications to Port through Port Representative in a written document delivered to Port. Should any direct communications between Contractor and Port's consultants, architects or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Port.

2. Means And Methods Of Construction

   Subject to those rights specifically reserved in the Contract Documents, Port will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Port will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

3. In exercising its responsibilities and authorities under the Contract Documents, Port does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any

duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any Port Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

4. Work shall be performed under Port's general observation and administration. Contractor shall comply with Port's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Port's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

5. Port may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with Port, but will have authority to act on behalf of Port only to extent provided in the Contract Documents or as set forth in writing by Port. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

6. Consultant may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

7. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Port that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Port will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8. Consultant may conduct inspections to recommend to Port the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Port for review written warranties and related documents required by Contract Documents.

D. Access To Work

1. During performance of Work, Port and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Port's interests may require. Other contractors performing work for Port may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

2. Port may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by Port labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Port shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of Port.

3. If, prior to completion and final acceptance of all the Work, Port takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while Port is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by Port shall not relieve the Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 01100 (Summary of Work).

4. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, Port shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Port.

9. CONTRACTOR'S WARRANTY, GUARANTY, AND INSPECTION OF WORK

A. Warranty And Guaranty

1. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

2. Extended Guaranties: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Port with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

3. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Port that:

   a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to Port.

   b. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

   c. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction

thereof. If any such materials were discovered, Contractor made immediate written disclosure to Port.

d. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Port with copies thereof.

B. Inspection Of Work

1. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by Port, its agents, representatives or independent contractors retained by Port to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Port shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

2. Contractor shall give Port and all inspection personnel timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

3. In the event that a scheduled inspection is canceled in less than 24 hours notice by Contractor and Port incurs costs associated with the cancellation, Contractor will reimburse Port for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.

4. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Port with the required certificates of inspection, or approval. Contractor will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Port, Contractor shall uncover the Work at Port's request. Contractor shall bear the expense of uncovering Work and replacing Work.

6. In any case where Contractor covers Work contrary to Port's request, Contractor shall uncover Work for Port's observation or inspection at Port's request. Contractor shall bear the cost of uncovering Work.

7. Whenever required by Port, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Port, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

8. Inspection of the Work by or on behalf of Port, or Port's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Rather, in the absence of a written Change Order signed by Port, Contractor's duty to perform Work in conformance with the Contract Documents shall be absolute.

9. Any inspection, evaluation, or test performed by or on behalf of Port relating to the Work is solely for the benefit of Port, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Port, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

C. Correction Of Defective Work

1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Port may order Contractor to replace any Defective Work, or stop any portion of Work to permit Port (at Contractor's expense) to replace such Defective Work. These Port rights are entirely discretionary on the part of Port, and shall not give rise to any duty on the part of Port to exercise the rights for the benefit of Contractor or any other party.

2. Port may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Port may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Port's calculations, it may make a claim as provided in Article 12 of this Document 00700. (Port exercise of its rights under this paragraph 9 shall be entirely discretionary and, like all other Port rights and remedies under the Contract, in addition to any other rights and remedies it may have under the Contract Documents or by law.)

3. Correction period:

   a. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after Port's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to Port and in accordance with Port's written instructions, correct such Defective Work

   b. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by

the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Port and in accordance with Port's written instructions, correct such Defective Work.

c. Contractor shall remove any Defective Work rejected by Port and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Port may have the Defective Work corrected or the rejected Work removed and replaced.

d. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Port shall have all rights and remedies granted by law.

4. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.

5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.

6. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, Port shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to Port.

D. Acceptance And Correction Of Defective Work By Port

1. Port may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Port's evaluation of and determination to accept such Defective Work. If Port accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Port may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Port's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If Port accepts any Defective Work after final payment, Contractor shall pay to Port, an appropriate amount as determined by Port.

2. Port may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with this Article 9; or provide a plan for correction of Defective Work acceptable to Port; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Port may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Port has paid Contractor but which are stored elsewhere. Contractor shall allow Port, its representatives, agents, employees, and other contractors and Port's consultants access to the Site to enable Port to exercise the rights and remedies under this Article 9. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Port in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract

Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Port may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Port's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

E. Rights Upon Inspection Or Correction

1. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Port of its rights and remedies under this Article 9. Where Port exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

2. Inspection by Port shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive Port's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Port agrees otherwise in writing.

F. Samples And Tests Of Materials And Work

1. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to Port. Contractor shall submit all samples in ample time to enable Port to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

2. Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project Inspector or representative of the testing agency.

G. Proof Of Compliance Of Contract Provisions

In order that Port may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Port properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. Acceptance

Inspection by Port or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by Port, any extension of time, any verbal statements on behalf of Port or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Port herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

I. Substantial Completion

Without limiting the foregoing, the Work (or specified part thereof) will not be deemed Substantially Complete until all applicable testing, training and commissioning have been completed.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. Contractor's Legal Address

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Port, which in conspicuous language advises Port of a change in legal address or facsimile number, and which Port accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

B. Contractor's Office At The Work Site

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from Port, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

C. Contractor's Superintendents Or Forepersons

Contractor shall at all times be represented on Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that Port may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

D. Proficiency In English

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

E. Contractor's And Subcontractors' Employees

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Port notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Port, or violates sanitary rules, or is otherwise unsatisfactory, and if Port requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Port.

F. Contractor To List Trades Working

Contractor shall list the trades working on the Site and their scheduled activities on a weekly basis, and provide a copy of that list to Port.

G. Contractor's Use Of The Site

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Port and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy Port-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from Port.

11. PROSECUTION AND PROGRESS OF THE WORK

A. Contractor to Submit Required Schedules

1. Contractor shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01300 (Contractor Submittals).

2. Contractor shall submit to Port for review and discussion at the Preconstruction Conference described in Section 01315 (Project Meetings), and again prior to the first payment application: the schedule of values submittals described in Section 01200 (Measurement and Payment), progress schedules and reports as required by Sections 01320 (Progress Schedules and Reports), and schedule of submittals described in Section 01300 (Contractor Submittals). No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Port and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01300 (Contractor Submittals). Port's acceptance of Contractor's schedules will not create any duty of care or impose on Port any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.

3. Before commencing any portion of Work, Contractor shall inform Port in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Port a reasonable time in advance of time at which Contractor proposes to begin Work, so that Port may complete necessary preliminary work without inconvenience or delay to Contractor.

B. Contractor to Submit Submittals and Shop Drawings.

1. Contractor shall submit submittals and Shop Drawings to Port (or Architect/Engineer if Port so designates) for review in strict accordance with Section 01300 (Contractor Submittals). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Section 01300 (Contractor Submittals) have been complied with. All submittals will be identified as Port may require and in the number of copies specified in Section 01300 (Contractor Submittals).

2. Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by Port, any related Work performed prior to Port's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

C. Contractor to Maintain Cost Data

1. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Port with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Port with a copy of such report upon Port's request and whenever it is generated.

2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor

shall provide Port with copies for each Day Contractor works on the Project, to be delivered to Port either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

3. Port shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Port shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Port and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Article 11 at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

4. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Port for reference. Upon completion of the Work, Contractor shall deliver to Port, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

D. Contractor To Supply Sufficient Workers And Materials

1. Unless otherwise required by Port under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

2. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Port may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Port may consider necessary, at no cost to Port. If Contractor does not comply with the notice within three Business Days of date of service thereof, Port shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Port may elect. Port may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Port exercises this right. Port will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Port will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Port from claims of others.

3. Exercise by Port of the rights conferred upon Port in this subparagraph is entirely discretionary on the part of Port. Port shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Port's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Port under this subparagraph are, like

all other such rights, cumulative to Port's other rights under any provision of the Contract Documents.)

E. Contractor to Locate Underground Facilities.

1. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two *working* days, but no more than 14 *calendar* days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

2. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Port with copies of all USA records secured by Contractor. Contractor shall advise Port of any conflict between information provided in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation Articles 2 and 8 of this Document 00700.

3. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Port and the utility owner, in writing, of its discovery.

F. Contractor's to Protect Underground Facilities.

1. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

2. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Port for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

3. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing;

(c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

G. Contractor to Not Disrupt Port Operation.

1. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Port operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Port facilities or doing business with Port. Contractor shall produce and supply coordination plans and requests to Port, following Port procedures , for all necessary interference of construction with Port, which Port will reasonably cooperate with, as further described in Section 01110 .

12. CLAIMS BY CONTRACTOR / NON-JUDICIAL SETTLEMENT PROCEDURE

A. Scope

1. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against Port.

2. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.

3. The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under this Article.

4. The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

B. Procedure

1. Disputed Work. Should any clarification, determination, action or inaction by Port or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor shall so notify Port. Contractor and Port shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

2. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of Port. Contractor's sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of Port.

3. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with Port stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for Port to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.

4. Timely Notice of Potential Claims Required. Port will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify Port, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If Port should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.

5. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting the Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).

6. Claim Updates Required. If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to Port a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to Port quarterly.

7. Claim Negotiations required. Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, Port or its designee will review the issue and render a final determination. Contractor and Port may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate.

Port may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by Port to evaluate and decide Contractor's claim.

C. Claim Format

1. Contractor shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.

2. The formal claim(s) shall list separately each notice of potential claim that Contractor intends to pursue as a formal claim(s), and for each such item separately, Contractor shall provide the following:

   a. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;

   b. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;

   c. Chronology of events and correspondence;

   d. Analysis of claim merit;

   e. Analysis of claim cost; and

   f. Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Section 01320).

3. For each notice of potential claim that Contractor intends to pursue as a formal claim, Contractor shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.

4. Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), PORT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (MODIFICATION PROCEDURES).

D. Mediation

1. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than $375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01410 (Regulatory Requirements).

2. If Contractor's claims submitted in accordance with this Article 12 at Project completion exceed $375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

E. Subcontractor Claims

Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Port shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

F. Waiver.

1. If Contractor fails to comply with this Article 12 as to any claim, then Contractor shall waive its rights to such claim.

2. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

3. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and Port must give its approval in writing (which approval may be withheld in Port discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

4. Port shall not be deemed to waive or alter any provision under this Article 12, if at Port's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13. LEGAL AND MISCELLANEOUS

A. Laws And Regulations

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify Port and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

2. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

3. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition) and Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

4. See also Section 01410 (Regulatory Requirements) regarding these matters.

B. Permits And Taxes

Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required

notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Port will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Port may have already obtained permits for the Work.

C. Suspension Of Work

1. Port may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Port may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:

    a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

    b. An equitable adjustment is made or denied under any other provision of Contract Documents; or

    c. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 00700.

D. Termination Of Contract For Cause

1. Port may declare Contractor in default of Contract Documents and Port may terminate Contractor's right to proceed under the Contract Documents for cause:

    a. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

    b. Should Contractor commit a material breach of the Contract Documents. If Port declares Contractor in default due to material breach, however, Port must allow Contractor an opportunity to cure such breach within ten Days of the date of notice from Port to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor must provide Port within the ten-Day period with a written plan ["cure plan"] acceptable to Port to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written cure plan); or

c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from Port to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor shall provide Port within the ten-Day period a written cure plan acceptable to Port, and then diligently commence and continue performance of such cure according to the written cure plan.)

2. If Port at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Port may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Port may advise Contractor of in writing. Contractor shall, within 10 Days of Port's request, deliver a written cure plan which meets the requirements of the written cure plan deliverable defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, Port will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), Port may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

4. In the event of termination for cause:

   a. Port will compensate Contractor for the value of the Work delivered to Port upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Port with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Port will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

   b. Contractor shall deliver to Port possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which Port may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Port for all loss, cost, damage, expense, and/or liability suffered by Port as a result of such termination and failure to comply with Contract Documents.

   c. Port's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. Port shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.

5. Port may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited

to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article 6 of this Document 00700.

6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Contractor shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore.) Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

E. Termination Of Contract For Convenience

1. Port may terminate for convenience the performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Port shall determine that termination is in Port's best interest. Termination for convenience may only be effected by Port delivering to Contractor a written "Notice of Termination for Convenience", specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

2. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by Port, Contractor shall:

   a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;

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

   c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

   d. Assign to Port in manner, at times, and to extent directed by Port, all right, title, and interest of Contractor under orders and subcontracts so terminated. Port shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

   e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Port to extent Port may require. Port's approval or ratification shall be final for purposes of this subparagraph;

   f. Transfer title to Port, and deliver in the manner, at the times, and to the extent, if any, directed by Port, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Port;

   g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Port directs or authorizes, any property of types referred to in this subparagraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Port. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Port to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Port may direct;

   h. Complete performance of the part of the Work which was not terminated by the notice of termination; and

i. Take such action as may be necessary, or as Port may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Port has or may acquire interest.

3. After receipt of a notice of termination for convenience, Contractor shall submit to Port its termination for convenience claim, in form and with all certifications required by Article 12 of this Document 00700. Contractor's termination for convenience claim shall be submitted promptly, but in no event later than six months from effective date of the termination. Contractor and Port may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this subparagraph. If Contractor and Port fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this subparagraph, Port's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in Port's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined in this subparagraph, provided that Contractor establishes to Port's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

c. Reasonable costs to Contractor of handling material returned to vendors, delivered to Port or otherwise disposed of as directed by Port.

d. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

e. Except as provided in this subparagraph, Port shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

f. Port shall have no obligation to pay Contractor under this subparagraph unless and until Contractor provides Port with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

4. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

a. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;

b. Any claim which Port may have against Contractor in connection with Contract Documents; and

c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this subparagraph, and not otherwise recovered by or credited to Port.

F. Contingent Assignment Of Subcontracts

1. Contractor hereby assigns to Port each Subcontract for a portion of the Work, provided that:

a. The assignment is effective only after Port's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.

b. The Assignment is effective only for the Subcontracts which Port expressly accepts by notifying the Subcontractor in writing;

c. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

d. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by Port to evidence and confirm the effectiveness of the assignment in Port; and

e. Nothing in this subparagraph shall modify or limit any of Contractor's obligations to Port arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

G. Remedies and Contract Integration

1. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between Port and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the Superior Court of the State of California for the County of San Joaquin. All Port remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Port shall have any and all other equitable and legal rights and remedies which it would have according to law.

2. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between Port and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. Port and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

3. In any proceeding to enforce the Contract Documents, Contractor and Port agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents,

including their conditions, limitations of liability, claims and time extension procedures, and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

4. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

H. Patents

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. To the greatest extent permitted by law, Contractor shall defend, indemnify and hold harmless Port and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architect/Engineer and each Port representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnities or ordered by a court or administrative body of any competent jurisdiction.

I. Substitution For Patented And Specified Articles

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of Port, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

J. Interest Of Public Officers

No representative, officer, or employee of Port, no member of the governing body of the locality in which the Project is situated, no member of the locality in which Port was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

K. Limit Of Liability

PORT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND EACH OTHER PORT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

L. Severability

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. Alterations, Modifications And Force Account Work

1. Port may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. Port reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Port-furnished labor, materials, and equipment.

2. Port may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article 14 and in Section 01250 (Modification Procedures).

3. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:

   a. The Work performed in connection with the change to be made;

   b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and

   c. The extent of the adjustment in the Contract Time, if any.

4. A Change Order will become effective when signed by Port. If Port exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00700, then the resulting Change Order shall be effective when signed by Port, notwithstanding that Contractor has not signed it.

5. Changes not affecting the Contract Time or Contract Sum of the Work, in Port's discretion, may be set forth in a written RFI-Reply executed by Port. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

6. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250 (Modification Procedures), except in cases of emergency discussed in Document 00700.

7. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Port may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Port will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 00700. In all cases Contractor shall perform the changed Work as directed by Port subject to Contractor's rights under Article 12 of this Document 00700.

8. Contractor shall, upon Port's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

9. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

10. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.

B. Time Allowances

1. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

2. The Contract Time will be adjusted in an amount equal to the time lost due to:

   a. Changes in the Work ordered by Port;

   b. Acts or neglect by Port, Architect/Engineer, any Port representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or

   c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

3. The Contract Time shall not be extended for any cause identified immediately above, however, unless:

   a. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);

   b. A claim for delay is made as provided herein; and

   c. Contractor submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

C. Notice Of Delay

Within seven Days of the beginning of any delay, Contractor shall notify Port in writing, by submitting a notice of delay, that shall describe all anticipated delays resulting from the delay event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the

critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules and Reports). Port will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

D. Non-Compensable Time Extensions; Adverse Weather Parameters.

1. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Port and Contractor (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.

2. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced immediately below in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters first on a monthly basis and second on a cumulative annual basis Contractor proves that adverse weather actually caused delays to work that is on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:

   January, [6]; February, [5]; March, [5]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [1]; October, [2]; November, [4]; and December, [5].

   In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the WSO Stockton,, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay to the Work, following the procedures in this paragraph and the Contract Documents. Notwithstanding the foregoing allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.

3. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Port and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

4. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Port's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

5. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Port to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

E. Compensable Time Extensions

1. Contractor may receive a time extension and be compensated for delays caused directly and solely by Port. Provided Contractor provides proper notice and documentation under Section 01320, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.

2. Contractor shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either Port or others.

3. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

   a. Port's right to sequence the Work in a manner which would avoid disruption to Port's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; Port's enforcement of any government act or regulation; or the provisions of the Contract Documents; and

   b. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Port or its consultants in a reasonable time commensurate with Contract Documents requirements.

F. Liquidated Damages

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Port will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Port agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Port as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Port for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against Port as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due Port.

3. Port may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Port may deduct liquidated damages based on its estimated period of late completion. Port need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Port.

G. Differing Site Conditions.

1. In the event that Contractor encounters underground conditions that exceed the scope of the Work, then Contractor shall promptly give Port written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (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, and is not within the scope of Work; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, that Contractor did not and could not have known about by performing its required pre-bid investigations; or (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 the contract, that Contractor did not and could not have known about by performing its required pre-bid investigations.

    a. Port shall promptly investigate the conditions, and if it finds that (i.) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then (iii.) Port shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures).

    b. If Port determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Contractor should have anticipated the same through its required pre-bid investigations, or for any other reason that that no change in terms of the Contract Documents is justified, Port will so notify Contractor in writing, stating reasons.

        In the event that a dispute arises between Port the Contractor whether the conditions do materially so 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, 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 between contracting parties.

2. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

    a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or

    b. Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 5 of this Document 00700;

    c. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00700 precludes reliance upon; or,

    d. Contractor was required to give written notice and failed to do so within the time required

3. If, because of a differing site condition as defined herein, Contractor does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Port may order the disputed portion of Work deleted from the Work, or

performed by others, or Port may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with Port's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 00700.

H. Change Orders Related to Underground Facilities.

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Port or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations in Articles 2 and 5 of this Document 00700, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to Port. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00320 (Geotechnical Data and Existing Conditions) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 00700, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to Document 00320 (Geotechnical Data and Existing Conditions), or in information on file at USA.

3. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between Port and Contractor, Port will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions). Port will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

15. WORKING CONDITIONS AND PREVAILING WAGES

A. Use Of Site/Sanitary Rules

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Port's approval.

2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Port, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full

responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

3. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Port at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

4. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. Protection Of Work, Persons, Property And Operations

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by Port, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to Port's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by Port in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of Port, its officers, employees, agents, invitees, licensees, lessees or contractors.

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

3. Contractor shall remedy all damage, injury, loss or interruption to any property or operations of Port or continuous owners of property interests, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Port and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work. Contractor shall give all notices required by potentially responsible insurance carriers and require that it subcontractors and suppliers do the same.

4. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5. Port may, at its option, retain such moneys due under the Contract Documents as Port deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and Port receives satisfactory evidence to that effect.

C. Responsibility For Safety And Health

1. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Port's safety regulations as amended from time to time. Contractor shall comply with all Port directions regarding protective clothing and gear.

2. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Port, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

3. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: Port designated routes for ingress and egress thereto and any other Port designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. Emergencies

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Port, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Port. Contractor shall give Port prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Port determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. Use Of Roadways And Walkways

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Port's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

F. Nondiscrimination

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

G. Prevailing Wages

1. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Port to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.

Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

2. Contractor shall forfeit, as a penalty to Port, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Port. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.

5. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

   a. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

   b. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

      (X) Contractor shall inform Port of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.

      (Y) Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, it shall, as a penalty to Port, forfeit $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

   c. Contractor shall also deliver certified payrolls to Port with each Application for Payment as described in Section 001200 (Measurement and Payment).

H. Environmental Controls

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

I. Shoring Safety Plan

1. At least five Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to Port a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

2. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Port's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.

3. Cal/OSHA Permit. The Contractor shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

    a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

    b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

    c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

    d. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY GENERAL CONDITIONS

1. Standard Specifications. All Contract Documents references to "Standard Specifications," "State Specifications" or "Construction Specifications" shall be to the "State of California, Department of Transportation, Standard Specifications for Construction of Local Streets and Roads," latest edition in effect (including amendments issued by the California Department of Transportation) at the time that bids are received by the Port, insofar as they apply. All applicable Standard Specifications are incorporated herein by this reference as though set out in full.

2. Special Provisions. All Contract Documents references to "Special Provisions" shall be to the provisions of Section 01100 (Summary) Attachment A, Special Provisions.

END OF DOCUMENT 00800

DOCUMENT 00821

INSURANCE AND INDEMNIFICATION
BERTHS BED LEVELING

A. INSURANCE REQUIREMENTS

At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to Port satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

Insurance Requirements for Marine Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Marine General Liability (MGL) OR Commercial General Liability with no waterborne exclusions including coverage for:**
   - **A. Contractual Liability**
   - **B. Products and Completed Operations**
   - **C. Bodily Injury and Property Damage**
   - **D. Terminal Operators/Wharfingers Liability**
   - **E. Sudden and Accidental Pollution**
   - **F. USL&H**
   - **G. MEL**

   on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
3. **Vessel Hull & Machinery:** with limits no less than **$5,000,000** per accident for bodily injury and property damage.
4. **Protection & Indemnity Insurance (including crew)**: Liability for any third-party bodily injury or property damage caused by a vessel. This includes injury to the crew. Minimum limits acceptable are $2,000,000.
5. **Vessel Pollution Liability:** Minimum limits acceptable are $2,000,000.
6. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
7. **Surety Bonds** as described below.
8. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **$1,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Stockton Port District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Stockton Port District.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Stockton Port District. The Stockton Port District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Stockton Port District. The MGL or CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 unless approved in writing by Stockton Port District. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Stockton Port District may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Stockton Port District reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Stockton Port District, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the MGL or CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles/vessels owned, leased, hired, or borrowed by or on behalf of the Contractor. Marine/General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Stockton Port District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Stockton Port District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Stockton Port District.

Claims Made Policies – (MGL or CGL must be on an occurrence basis.)
If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Stockton Port District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold

identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Marine or Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Stockton Port District.

Waiver of Subrogation
Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the Stockton Port District. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Stockton Port District for all work performed by the Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not an endorsement has been issued.

Verification of Coverage

Contractor shall furnish the Stockton Port District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the MGL or CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Stockton Port District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Stockton Port District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Stockton Port District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Stockton Port District is an additional insured on insurance required from subcontractors. For MGL or CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage
MGL, CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Surety Bonds
Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances
Stockton Port District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

B. INDEMNIFICATION REQUIREMENTS:

- **CONSTRUCTION CONTRACTS**
  To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify Stockton Port District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Stockton Port District. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

END OF DOCUMENT

DOCUMENT 00822

APPRENTICESHIP PROGRAM

BERTHS BED LEVELING

1. COMPLIANCE REQUIRED

A. Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

2. CERTIFICATION OF APPROVAL

A. California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

1. When unemployment for the previous three month period in the area exceeds an average of 15 percent;

2. When the number of apprentices in training in the area exceeds a ratio of one to five;

3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. FUND CONTRIBUTIONS

A. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

4. APPRENTICESHIP STANDARDS

A. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

DOCUMENT 00910

ADDENDA
PROJECT 240001
STOCKTON PORT DISTRICT
BERTHS BED LEVELING

ADDENDUM NO. ____

_____, _____

This Addendum No. _____ ("Addendum") is dated the date set forth above and modifies certain Bidding Documents issued by the Stockton Port District ("Port") in connection with the Port's **BERTHS BED LEVELING, Project 240001**. 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.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. _____ FOR THE STOCKTON PORT DISTRICT BERTHS BED LEVELING – PROJECT 240001.

Please sign and return this page only via email to procurement@stocktonport.com to acknowledge receipt of Addendum No. ____ for this Project consisting of _____ pages.

x_____ _____
Signature Date

_____
Printed Name

_____
Company Name

END OF DOCUMENT

SECTION 01100
SUMMARY

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The Port of Stockton (Port) is proposing to conduct berth maintenance through bed leveling operations of Dock berthing areas on the Port's East and West Complexes. This work is intended to restore and maintain the required elevations shown in the Drawings by redistributing sediment within the berth footprint.

B. The project will consist of mechanical bed leveling (knockdown) using a drag bar or similar equipment to flatten localized high spots and achieve the design bottom elevations within the defined Dock Area Footprint, subject to Port approval. No dredging or off-site disposal of sediment is anticipated under this Contract. All operations shall be performed using equipment of sufficient size and capability to complete the Work within the designated Work Windows. The Port retains sole discretion to determine whether the proposed equipment meets project requirements and may reject any Bid that does not satisfy these criteria.

C. Bed leveling activities shall involve the in-place redistribution of sediments only. Sediment shall be leveled and spread within the authorized work areas to achieve the required grades. No hydraulic or mechanical transport of sediment to upland placement sites is included as part of this Work unless otherwise directed by the Port.

D. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, Drawings, or otherwise required by the Contract Documents.

E. The Contractor must schedule all Work at the Port in a consecutive manner without allowing for gaps in the schedule. The Contractor must not demobilize equipment from the project until all bed leveling activities have been accepted as complete by the Port.

F. This Work includes furnishing all labor, materials, tools, equipment, temporary facilities, environmental controls, and incidentals required to perform bed leveling, grading, and final surface smoothing necessary to achieve the specified bottom elevations.

H. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by the Contract Documents shall rest with Contractor until Final Completion and acceptance is provided by the Port.

I. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in Bid price, and no direct or additional payment will be made, therefore.

J. Department of Homeland Security Requirements. All Contractor and Subcontractor personnel who will, at any time, be present on the Project Site must obtain a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration (TSA). Contractor shall be responsible for processing and costs associated with obtaining the TWIC. Information can be obtained at https://www.tsa.gov/for-industry/twic.

1.02 DEFINITIONS

A. Dock Area: General designation for work areas, which includes the berthing areas located at the Port of Stockton.

B. Dock Area Footprint: Horizontal extents of the area or areas in which the Contractor is responsible for performing bed leveling to achieve the Design Bottom Elevation.

C. Bed Leveling Template: The vertical and horizontal extents within which the Contractor shall perform bed leveling operations to achieve the Design Bottom Elevation. The template includes allowable tolerances and any specified side slopes.

1. Excessive Excavation: Any excavation or disturbance of material below the allowable tolerance, or outside the Dock Area Footprint, except for the incidental redistribution required to achieve final grades. The Contractor shall not perform Excessive Excavation. No payment will be made for such work, and the Contractor will be responsible for any corrective measures, regulatory agency fees and/or fines incurred as a result of Excessive Excavation.

D. Debris: Debris is defined as any solid waste materials other than sediment encountered during bed leveling operations, such as tires, logs, wire, cable, steel bands, anchors, lumber, trash, concrete, etc. Debris shall be removed and disposed in the Port provided facilities located at both the East and West Complex to the extent practicable. If toxic, flammable, explosive, or other non-Debris items are encountered, the Port must be notified immediately.

E. Independent Surveyor: California certified third-party hydrographic surveyor procured by the Contractor.

F. Pay Quantity: The quantity of work performed, as measured in accordance with the Contract Documents. Measurement may be based on area, lump sum, or volume regraded, as defined in the Bid Schedule.

G. Design Bottom Elevation: The target elevation within the Dock Area to be achieved through bed leveling operations. The Contractor shall redistribute in-place sediment to meet the Design Bottom Elevation within the Dock Area Footprint.

H. Standby: Contractor downtime that is solely caused by the inability of the Contractor to continue bed leveling operations due to unanticipated or unscheduled vessel calls at the Port. Standby does not include delays due to weather, normal maintenance and repair activities, shift changes, equipment changes, and other standard operating needs, including time required to relocate equipment.

I. Work Window: The time in which Work is permitted in compliance with the regulatory permits. For this project, in-water Work may only be performed between July 1 and November 30 of any year.

1.03 SUBMITTALS PRIOR TO CONSTRUCTION

A. Pre-Construction Survey: See Section 35 20 30 of these specifications for requirements, including submission schedule.

B. Work Plan and Solid Debris Management Plan: The Contractor shall prepare and submit a Work Plan and Solid Debris Management Plan no more than 7 calendar days after the Notice to Proceed (NTP). See Section 35 01 00 of these specifications for requirements.

C. U.S. Coast Guard Notification: The Contractor shall notify the U.S. Coast Guard (USCG) in writing, alerting them of the schedule of its work, its planned equipment and positioning, its radio telephone frequencies, work

start and completion dates, and any other information required by the USCG, as described in the U.S. Army Corps of Engineers (USACE) permit.

1. The Contractor must comply with the USCG's requirements for safe boating and other navigational operations while performing the Work within the San Joaquin River or any other area where USCG has jurisdiction, including displaying the proper signals during daytime operations.

2. The Contractor must comply with all permit conditions regarding participation in USCG's Vessel Traffic Control Service.

3. The Contractor must give sufficient notice of the start and anticipated end of in-water operations per USCG regulations to allow publication of the Notice to Mariners as required by the USACE permit.

4. If the Contractor is required to relocate a navigational buoy to complete the Work, this relocation must be included in the Contractor's Notice to Mariners. Each buoy must be replaced in the original location from which it was removed prior to the Work.

D. Health and Safety Plan: The Contractor is responsible for health and safety at the Project Site. The Contractor shall submit a site-specific Health and Safety Plan (HASP) no less than 10 calendar days prior to mobilization at the Site. The plan shall detail the Contractor's means and methods to provide for the health and safety of the Contractor's employees and the Port's representatives and agents. The intent of the HASP is to reduce the exposure of workers to hazards that could be encountered or present during project activities (as required in relevant regulations and statutes, including, but not limited to, those of the Occupational Safety and Health Administration and the USCG). The Port will review the Contractor's HASP, but the Port's review neither alleviates the Contractor's responsibility to comply with all relevant health and safety laws and regulations nor indicates the Port's acceptance of the HASP. The HASP shall be kept at the Site at all times during the Work.

E. Independent Surveyor: The Contractor shall submit the name, qualifications, and license and/or certification numbers of a third-party surveyor that is not part of the Contractor's own survey crew. The Independent Surveyor must hold a California certification for hydrographic surveying and/or be licensed as a California Professional Surveyor.

F. Environmental Protection and Monitoring Plan: The Contractor shall prepare and submit an Environmental Protection and Monitoring Plan no more than 7 calendar days after the NTP. After it is accepted by the Port, the Environmental Protection and Monitoring Plan shall be maintained at the site at all times during completion of the Work. At a minimum, it shall contain the following:

1. Methods, procedures, and equipment to be used to minimize turbidity, control sediment disturbance, and manage Debris during bed leveling operations.

2. Methods, procedures, and best management practices to comply with all permit conditions related to compliance with water quality criteria. Describe methods, procedures, and best management practices to comply with water quality criteria, and contingency measures to meet criteria if exceedances occur.

3. A Spill Prevention Control and Countermeasures (SPCC) section that includes but is not limited to the following:

    a. Identification of construction-planning elements and potential spill sources at the Site.

    b. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Port in addition to the legally required federal, state, and local reporting channels (including but not limited to the National Response Center at 1 800-424-8802) if a reportable quantity spill occurs. The SPCC section shall contain a list of the required reporting channels and current telephone numbers.

c. An outline of response actions in the event of a spill or release, and identification of notification and reporting procedures.

d. An outline of measures that will be taken by the Contractor to prevent the release or spread of hazardous materials (either found on site or encountered during construction, including any that are not identified in Contract Documents) or any hazardous materials that the Contractor stores, uses, or generates on the construction site during construction activities. These items include but are not limited to gasoline, oils, and chemicals.

e. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

f. A requirement that the Contractor maintain at the job site the applicable equipment and material designated in the SPCC section. Hazardous materials are defined by the State of California in California Code of Regulations Title 22, Division 4.5.

1.04 SUBMITTALS DURING CONSTRUCTION

A. Pre-Construction Meeting

1. Following award, the Port will notify the selected bidder of the time and date of a pre-construction meeting that shall be attended by the Contractor's Superintendent and any other key staff and major subcontractors.

B. Weekly Progress Meeting

1. The Contractor shall schedule and administer Weekly Progress Meetings, or less frequently if approved by the Port, throughout progress of the Work. The Contractor will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 2 working days to the Port.

C. Construction Schedule

1. The Contractor shall prepare weekly updates of its Construction Schedule that reflect the progress of the Work. The updated schedule shall be submitted each week to the Port at the Weekly Progress Meeting.

D. Daily Report

1. The Contractor shall keep a daily record of the area(s) where bed leveling operations were performed, the estimated quantity or extent of sediment regraded, and the estimated quantity of segregated Debris, the hours worked, Debris Downtime (if applicable), Standby, and a summary of other details of the Work. This daily record shall be submitted to the Port on the morning following the completion of the Work for that day in a Daily Report. The Daily Report shall be signed/approved by the Contractor's superintendent or quality control manager.

E. Weekly Report

1. The Contractor shall summarize the week's work in a weekly report to be submitted to the Port the following Monday morning. The weekly report shall contain the weekly progress survey and shall identify work completed to date and anticipated work to be completed in the present week.

1.05 SUBMITTALS POST CONSTRUCTION

A. Interim surveys (including surveys conducted by the Contractor, not only those by a third-party surveyor)

B. Waste Manifests

C. Documentation summarizing bed leveling activities, including quantities or extents of areas regraded, equipment used, and any deviations from the Work Plan.

D. Notice of Completion

1.06 INHERENT DELAYS

A. The Contractor shall anticipate inherent delays while conducting bed leveling operations. Inherent delays include but are not limited to Vessel Traffic. Vessel Traffic and Port Operations shall have precedence over the Contractor's activities and will require the Contractor to stop, move, adjust, and/or slow down to accommodate vessel movement or other Port Operations. Inherent delays shall be incidental to this Contract.

B. The Port is an active site that has frequent vessel calls. The Port will advise the Contractor of anticipated vessel arrival as far in advance as practical. Unscheduled, extended, or unreasonable delays in the Work for repositioning equipment, anchors, and/or lines that are caused by the unscheduled arrival or presence of vessels at the Port may be eligible for compensation at the Contract daily rate for Standby time.

1.07 PERMITS, APPROVALS, AND NOTIFICATIONS

A. Maintenance Permits: The Port obtained permits from the CVRWQCB, USACE, and California Department of Fish and Wildlife (CDFW).

B. Project Permit Conditions: The Contractor shall comply with all conditions of the project permits and approvals.

C. U.S. Coast Guard: The Contractor shall comply with the USCG requirements for safe boating and other navigational operations while performing the Work within the Sacramento-San Joaquin Delta or any other area where the USCG has jurisdiction, including displaying the proper signals during daytime operations. The Contractor shall comply with all permit conditions regarding participation in the USCG's Vessel Traffic Control Service.

D. If the Contractor is required to relocate a navigational buoy to complete the Work, this relocation shall be included in the Contractor's Notice to Mariners required by the USACE permit. Each buoy shall be replaced in the original location from which it was removed prior to the Work.

E. Contractor's Permits and Licenses: The Contractor shall be responsible for securing and paying for all additional permits and licenses required for operation of equipment, floating or otherwise.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

No separate payment will be made for project meetings and construction submittals. This work is incidental to the Bid Items for Bed Leveling Operations.

END OF SECTION

DOCUMENT 01100-A

SPECIAL PROVISIONS ATTACHMENT A

DESCRIPTION OF WORK

The Port of Stockton (Port) is proposing to conduct berth maintenance through bed leveling operations of dock berthing areas on the Port's east and west complexes. This work is intended to restore and maintain the required elevations shown in the drawings by redistributing sediment within the berth footprint.

The project will consist of mechanical bed leveling (knockdown) using a drag bar or similar equipment to flatten localized high spots and achieve the design bottom elevations within the defined dock area footprint, subject to Port approval. No dredging or off-site disposal of sediment is anticipated under this contract. All operations shall be performed using equipment of sufficient size and capability to complete the work within the designated work windows. The Port retains sole discretion to determine whether the proposed equipment meets project requirements and may reject any bid that does not satisfy these criteria.

Bed leveling activities shall involve the in-place redistribution of sediments only. Sediment shall be leveled and spread within the authorized work areas to achieve the required grades. No hydraulic or mechanical transport of sediment to upland placement sites is included as part of this work unless otherwise directed by the Port.

The work to be completed is shown on the following Plans: **Port of Stockton Berths Bed Leveling**

A. WORK LIMITS AND ESTIMATED QUANTITIES

The work areas and materials to be furnished as shown in the proposal are approximate and provided for bidding purposes only. The Port of Stockton does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

Additions or deletions in the quantity of work, as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the Port of Stockton and they have been accepted in writing by the Engineer.

B. MATERIALS

The Contractor shall furnish for use under these special provisions all materials required to complete the project. Whenever any material is specified by name and/or number thereof, such reference shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality and shall be deemed and construed to be followed by the words, "or approved equal." No substitution will be permitted which has not been submitted ten (10) days prior to installation for approval by the Engineer. Sufficient description literature and/or samples must be furnished for any materials submitted as "equal" substitutes. All materials shall be guaranteed for a period of one (1) year against material defects and workmanship.

C. SCHEDULING PROJECT WORK

Prior to any work, the Contractor shall furnish the Engineer with a work progress schedule in writing delineating the anticipated work procedure. This schedule shall be kept current and the Port shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

Prior to construction, a conference with the Contractor and Port concerning the schedule, and job safety shall be held.

D. CONSTRUCTION RIGHT-OF-WAY

The Port of Stockton has acquired the necessary permits and agreements to perform the work within the area in which the improvements and appurtenances shall be located.

The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of the project, unless otherwise provided in the Special Provisions.

E. EXISTING FACILITIES

Protection of existing facilities shall conform to all the applicable provisions in Section 15 of the Standard Specifications and these Technical Specifications.

All known obstructions to the work are indicated on the attached plans. However, the Port cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage of existing facilities, structures, obstructions, and all underground facilities shown on the plans or brought to the Contractor's attention during the contract.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation. Any damage, which is caused by the operations of the Contractor to any facility, utility, or structure, shall be immediately repaired by him to the satisfaction of the owning agency and the Engineer and no extra work or additional payment will be allowed or made for any repair of utilities, facilities, or structures damaged by the Contractor.

F. SUSPENSION OF WORK AND SHUT DOWNS

If contractor's forces are shut down due to Port operations without 48 hours of notification of the needed shutdown, the contractor's crew and on site equipment in use at the time of the shutdown will be paid on force account. A filled-out force account work ticket must be signed by a Port representative or no compensation we be granted. If the shut down causes a loss of work day on the critical path, contractor will provide updated CPM monthly to be reviewed and approved to grant additional working days.

G. SAFETY OFFICER

The Contractor will provide a full time, on site, safety officer, while work is completed on site at the Port. The safety officer will facilitate shutdowns and schedule work to reduce the impacts to the Port operations. Safety officer will need to have an accepted résumé and interview with the Port of Stockton. Minimum 5 years' experience as a safety officer is required.

H. MOBILIZATION

Mobilization shall conform to the provisions in Section 11 of the Standard Specifications.

I. CLEANUP

This work shall consist of cleaning up of the site and facility.

Upon completion of the work, the Contractor shall clean the site of all debris and waste materials.

END OF DOCUMENT

Port of Stockton

Construction Management Fact Sheet

NOTE: This fact sheet is required to be completed and signed by the construction project owner/operator who plans to conduct construction activities on Port property. This form must be submitted to the Port of Stockton's Environmental Department prior to the commencement of soil disturbing activities. For sites:

- ❑ **Less than one acre: Submit Sections 1, 2, 4, and 5 at least 3 business days prior to the start of soil disturbing activities. Applies to CGP Waiver projects.**
- ❑ **One acre or greater: Submit Sections 1, 2, 3, and 5 at least 5 business days prior to start of soil disturbing activities**

A Notice to Proceed is required before any construction activities commence and will be issued once all required documentation and documents have been approved.

Section 1: Contact Information	
PROJECT OWNER'S NAME:	
Address:	
PROJECT MANAGER:	
Company Name:	
Telephone #:	
Email Address:	
ON-SITE RESPONSIBLE PERSON:	
Company Name:	
Telephone #:	
Email Address:	

Section 2: General Project Information		
Project Name:		
Location		
Start Date:	Est. Completion Date:	
Project Size:	❑ Acres or	❑ Sq. Feet

Only complete Section 3 if the project has soil disturbance equal to 1 acre or greater or is part of a larger common plan and it is not a "waiver" site as described by the Construction General Permit:

Section 3: Construction General Permit Information				
Risk Level / LUP Type *(circle one)*:	**Risk Level 1**	**Risk Level 2**	**LUP Type 1**	**LUP Type 2**
WDID #:				
QSD (Name and Company):				
Telephone #:				
Email Address:				
QSP (Name and Company):				
Telephone #:				
Email Address:				

CASQA BMP Fact Sheets can be obtained at: www.casqa.org

Section 4: Small Site Water Pollution Control Plan

Waste Management BMPS: ✓indicates mandated BMP

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement	BMP used		If not used, state reason:
			YES	NO	
WM-01	Material Delivery and Storage	✓			
WM-02	Material Use	✓			
WM-03	Stockpile Management	✓			
WM-04	Spill Prevention and Control	✓			
WM-05	Solid Waste Management	✓			
WM-06	Hazardous Waste Management	✓			
WM-07	Contaminated Soil Management				
WM-08	Concrete Waste Management	✓			
WM-09	Sanitary-Septic Waste Management	✓			
WM-10	Liquid Waste Management				
Alternate BMPs Used:				**If used, state reason:**	

Erosion Control BMPS: ✓indicates mandated BMP; Must use at least one BMP indicated with *.

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement	BMP used		If not used, state reason:
			YES	NO	
EC-1	Scheduling	✓			
EC-2	Preservation of Existing Vegetation				
EC-3	Hydraulic Mulch	*			
EC-4	Hydroseed	*			
EC-5	Soil Binders	*			
EC-6	Straw Mulch	*			
EC-7	Geotextiles and Mats	*			
EC-8	Wood Mulching	*			
EC-9	Earth Dike and Drainage Swales				
EC-10	Velocity Dissipation Devices				
EC-11	Slope Drains				
EC-12	Stream Bank Stabilization				
EC-14	Compost Blankets	*			
EC-15	Soil Preparation-Roughening	✓			
EC-16	Non-Vegetated Stabilization	*			
WE-1	Wind Erosion Control	✓			
Alternate BMPs Used:				**If used, state reason:**	

Sediment Control BMPS: ✓indicates mandated BMP; Must use at least one BMP indicated with *.

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement	BMP used		If not used, state reason
			YES	NO	
SE-1	Silt Fence	*			
SE-2	Sediment Basin				
SE-3	Sediment Trap				
SE-4	Check Dams				
SE-5	Fiber Rolls	*			
SE-6	Gravel Bag Berm	*			
SE-7	Street Sweeping	✓			
SE-8	Sandbag Barrier	*			
SE-10	Storm Drain Inlet Protection	✓			
TC-1	Stabilized Construction Entrance and Exit	✓			
TC-2	Stabilized Construction Roadway				
Alternate BMPs Used:					**If used, state reason:**

Non-storm Water Control BMPS: ✓indicates mandated BMP; Must use at least one BMP indicated with *.

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement	BMP used		If not used, state reason
			YES	NO	
NS-2	Dewatering Operation				
NS-3	Paving and Grinding Operation				
NS-8	Vehicle and Equipment Cleaning	✓			
NS-9	Vehicle and Equipment Fueling	✓			
NS-10	Vehicle and Equipment Maintenance	✓			
NS-11	Pile Driving Operation				
NS-12	Concrete Curing				
NS-13	Concrete Finishing				
NS-14	Material and Equipment Use Over Water				
NS-15	Demolition Removal Adjacent to Water				
NS-16	Temporary Batch Plants				
Alternate BMPs Used:			**If used, state reason:**		

Section 5: Storm Water Development Standards Plan

The Port of Stockton has State-mandated requirements for the management of storm water runoff from new development and redevelopment. These requirements are described in the Port's **Storm Water Development Standards Plan (DSP)** and include storm water pollution mitigation measures that are required to be incorporated into the design of development or redevelopment projects. They are called post-construction control measures, because they are the features of your project which will be left in place (after the silt fence and straw wattle have been removed) to reduce the quantity of storm water runoff and to improve the quality of the runoff that does occur.

"Significant Redevelopment" is defined as the creation or addition of at least ***5,000 sq. ft.*** of impervious surfaces on an already developed site. It includes, but is not limited to: expansion of a building footprint; replacement of a structure; replacement of an impervious surface; and land-disturbing activities related to structural or impervious surfaces.

Is my proposed project a new development or significant redevelopment of at least 5,000 sq. ft of impervious surface on a developed site?

❒ Yes Call the Port's Environmental Department for a copy of the DSP. ❒ No

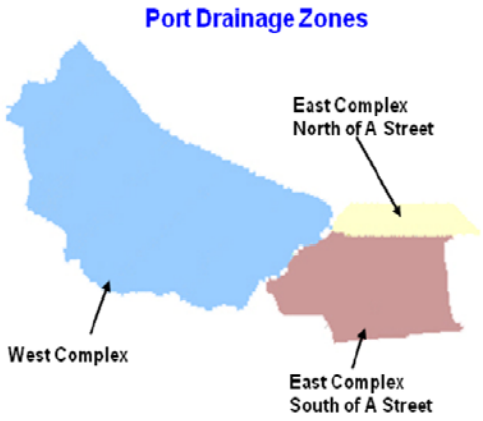
The Port has three different drainage zones. Each zone has additional development standards to protect water quality and to manage storm water. These zone-specific standards must be met in addition to the minimum standards for all sites at the Port.

Where is my project located?

❒ West Complex

❒ East Complex North of A Street

❒ East Complex South of A Street



Authorization

_____ _____

Project Owner/Operator or Authorized Agent Port Representative

_____ _____

Company Title

_____ _____

Date Date

Questions? Call the Port of Stockton Environmental Dept. ***(209) 946-0246***

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

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

1.2 REFERENCES

A. California Public Contract Code
B. Code of Civil Procedure
C. Government Code
D. Office of Homeland Security (OHS) - www.homeland.ca.gov

1.3 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.

1.4 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 Contract Documents, including without limitation 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.

1.5 SCOPE OF PAYMENT

A. Except as otherwise expressly stated in Section 01100 (Summary of Work), 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:
    1. 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;

2. 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;
3. 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 Document 00400 (Bid Form) or otherwise referenced in Document 00100 (Summary 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 Section 01100 (Summary).

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:
1. 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;
2. 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;
3. 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;
4. 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;
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that 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.

1.6 BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Port and certified by Contractor, in accordance with Contract Documents.

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 Section 01100 (Summary). 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.

1.7 PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly.
B. Schedule of Values:
   1. 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.
   2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Port. Scheduling, record documents and quality assurance control shall be separate line items.
   3. 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.
   4. 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:
   1. On or before the 20th Day of each month (but after receipt of Port's approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports)), Contractor shall submit to Port five copies of 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.
   2. Applications for Payment may include, but are not necessarily limited to the following:
      a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
      b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Section 01200 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by Port.
      c. Up to 50 percent of the cost of materials identified in paragraph 1.5F of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
   3. 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 Document 00700 (General Conditions) and

Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.

4. 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 01320 justifies denying the entire Application for Payment.
5. 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.
6. 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.
7. 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.
8. 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

1. 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.
2. 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 Schedule of Values prepared in accordance with paragraph 1.7B of this Section 01200.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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
   1. 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:
      a. Notwithstanding paragraph 1.7.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.
      b. Release to Contractor any retention otherwise held by Port.
   2. Port reserves the right to revoke any election under paragraph 1.7.E.1 at any time.
   3. Nothing in this paragraph 1.7.E 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.

1.8 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:
   1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and 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.
   2. 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 01200 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 01200. 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.
   3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
   4. 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.
   5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.9 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.

1.10 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:
   1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
   2. Reviewed construction means, methods, techniques, sequences, or procedures;
   3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Port to substantiate Contractor's right to payment; or
   4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 GENERAL

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A. Only Contractor or Port may initiate changes in scope of Work or deviation from Contract Documents.

1. Contractor may initiate changes by submitting a Request for Information ("RFI"), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.

b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).

c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).

2. Port may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

3. Port may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

4. Port may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by Port only.

1.2 PROCEDURES

A. **Cost Proposal and Procedures**: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to Port for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of actual, current costs of credits, deducts, and extras; and itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, Port will act promptly thereon.

1. If Port accepts a Cost Proposal, Port will prepare Change Order for Port and Contractor signatures.

2. If Cost Proposal is not acceptable to Port because it does not agree with cost and/or time included in Cost Proposal, Port will submit in a response what it believes to be a

reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Contractor shall have seven Days in which to respond to Port with a revised Cost Proposal.

3. When necessity to proceed with a change does not allow the Port sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Port may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. **Request for Information**: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to Port. Contractor shall use RFI format provided by Port. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. Port will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.

2. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to Port clarifying original RFI. Additionally, Port may return RFI requesting additional information should original RFI be inadequate in describing condition.

4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify Port in writing within seven Days after receiving the response. If Port disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days. If Port agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. **Supplemental Instruction**: Port may issue Supplemental Instruction to Contractor.

1. If Contractor is satisfied with Supplemental Instruction and does not request a change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

2. If Contractor believes that Supplemental Instruction results in a change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to Port within 21 Days of receiving the Supplemental Instruction.

D. **Construction Change Directives**: If at any time Port believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Port may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly

proceed with the change of Work involved and concurrently respond to Port's CCD within 10 Days.

1. Contractor's response must be any one of following:

   a. Return CCD signed, thereby accepting Port's response, time, and cost.

   b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Port so requests.

   c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days.

2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

   b. Unit prices stated in the Contract Documents or subsequently agreed upon.

   c. Cost to be determined in a manner agreed.

3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Port on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as Port may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in this Section 01250.

5. Pending final determination of cost to Port, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to Port for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Port. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

E. **Port Requested RFP**: Contractor shall furnish a Cost Proposal within 21 Business Days of Port's RFP. Upon approval of RFP, Port will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, Port may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

F. **Differing Site Conditions**: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Paragraph 13.4 of Document 00700 (General Conditions), which shall

govern. If Port determines that a change in Contract Sum or Contract Time is justified, Port will issue RFP or CCD.

G. **Hazardous Waste Conditions**: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to Paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If Port determines that a change in Contract Sum or Contract Time is justified, Port will issue RFP or CCD.

1.3 COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Port, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.

B. **Overhead and Profit**: (Overhead shall be as defined in this Section 01250)

1. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this Section 01250. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.

2. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

C. **Taxes:**

1. All State sales tax, use tax, and Sam Joaquin County and applicable City sales taxes shall be included.

2. Federal and Excise tax shall not be included.

D. **Port-Operated Equipment**: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:

1. Payment for equipment will be made in accordance with this Section 01250.

2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.

E. **Accord and Satisfaction**: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a

CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 (General Conditions) no later than 30 Days of Contractor's first written notice of its intent to reserve rights**.**

1.4 COST BREAKDOWN

A. **Labor**: Contractor will be paid cost of labor for workers (including forepersons when authorized by Port) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:

1. **Actual Wages**: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. **Labor Surcharge**: Payments imposed by local, Port, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in Paragraph 1.4(A)(1) of this Section 01250, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. **Material**: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Port notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of Port, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Section 01250.

C. **Equipment Rental**: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Port. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Port. The following shall be used in computing rental time of equipment:

   a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

   b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

   a. Port will pay for costs of loading and unloading equipment.

   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

   d. Port will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Port directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Port's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

D. **Work Performed by Special Forces or Other Special Services**: When Port and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Port must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in Paragraph 1.3B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.5 FORCE-ACCOUNT WORK

A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-

exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by Port. The cost for Force-Account Work shall be determined pursuant to this Section 01250.

B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Port and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. Port may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Port each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Port when 75 percent of the NTE amount has been expended.

E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this Paragraph 1.5 shall not apply to performance of Work or furnishings of material that, in judgment of Port, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.6 PORT-FURNISHED MATERIALS

A. Port reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.7 OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings

2. Routine field inspection of Work proposed

3. General Superintendence

4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary

5. Computer services

6. Reproduction services

7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries

8. Janitorial services

9. Temporary on-Site facilities:

   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Platforms
   f. Fencing, etc.
   g. Water

10. Home Office Overhead

11. Insurance and Bond premiums

12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents

13. Surveying

14. Estimating

15. Protection of Work

16. Handling and disposal fees

17. Final cleanup

18. Other incidental Work

1.8 RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

C. Port shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.

D. Further, Port will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, bidding records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of Port shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and

release of all claims then pending that were or could have been subject to the Article 12 of Document 00700 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

END OF SECTION

COST PROPOSAL (CP)

Stockton Port District, Berths Bed Leveling

Project 240001

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

To: Stockton Port District
Attention: Procurement & Contracts Officer
315 Fyffe Avenue, Stockton, CA 95203
P.O. Box 2089, Stockton, CA 95201
Phone: (209) 946-0246

Subject Ref. No: _____
(for Project Manager use only)
Fax: (____) ___-_____

From: [Insert Contractor's Name/Address]

This Cost Proposal is in response to the above-referenced _____ **[insert RFP, etc. as applicable]**.
Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
Direct Labor Cost						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit ____%						
Contractor's Overhead & Profit ____%						
Overhead & Profit to Contractor for Subcontractor's Work _____%						
(percent of Total Cost above not including any Overhead & Profit)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						

By Contractor: Signature: Date:

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

A. Port will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items.

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

D. Port will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.2 WEEKLY PROGRESS MEETINGS

A. Port will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Port.

1. Meetings shall be held at Job Site.

2. A Port Representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.

3. Participants with agenda items shall present them.

4. Port Staff and representatives shall preside at the meetings.

5. The Port shall record and distribute the meeting minutes. Minutes shall be distributed by the Port to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit

comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.

B. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Port, and others as appropriate to agenda topics for each meeting.

C. Agenda will contain the following items, as appropriate:

1. Review, revise as necessary, and approve previous meeting minutes

2. Review of Work progress since last meeting

3. Status of Construction Work Schedule, delivery schedules, adjustments

4. Submittal, RFI, and Change Order status

5. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents

6. Other items affecting progress of Work

1.3 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed:
   a. Percent complete of each activity;
   b. Time impact evaluations for Change Orders and Time Extension Request;
   c. Actual and anticipated activity sequence changes;
   d. Actual and anticipated duration changes; and
   e. Actual and anticipated Contractor delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

3. Contractor shall plan on the meeting taking no less than four hours.

1.4 SAFETY MEETINGS

A. Conduct monthly Contractor Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED
PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 GENERAL

A. Progress Schedule shall be based on and incorporate Milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each Milestone shown on Progress Schedule shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Port. A Change Order shall formalize any such agreement.

1. Port is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.

2. Contractor is not entitled to extra compensation in the event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.

C. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Port's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Port, or act to relieve Contractor of its responsibility for means and methods of construction.

1.2 INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than 15 days prior to submittal of the first progress payment application. Original Schedule and all updates shall comply with all standards herein.

1.3 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original, and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor Work shall be shown in a logical Work sequence that demonstrates a coordinated plan of Work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.

2. Activities related to the delivery of Contractor- and Port -furnished equipment to be Contractor-installed per Contract shall be shown.

3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site Work) and Contractor/Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Port.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, Project Float, resources, predecessor and successor activities, planned workday/week for the activity, manpower loading, and scheduled/actual progress payments.

B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all potential Work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

D. A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly.

E. Utilize computer-scheduling software, such as Microsoft Project software or approved equivalent, for all scheduling including schedule updates.

1.4 MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Initial Schedule, contractor shall monitor progress of Work and adjust its Schedule each month to reflect actual progress in blue and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed.

3. Completed activities (shown in blue) shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. Updating, changing or revising of any report, curve, schedule or narrative submitted to Port by Contractor under this Contract, nor Port's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or Milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

1.5 RECOVERY SCHEDULE

A. If a Schedule update shows a Substantial Completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to Port within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Port reasonably requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man-hour loading assumptions for major Subcontractors.

1.6 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS

A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The

diagram shall be tied to the main sequence of scheduled activities to enable Port to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor shall comply with the requirements of paragraph 1.6A of this Section 01320 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide Port with four copies of each TIE.

1.7 DAILY REPORTS

A. Contractor shall provide daily construction reports showing personnel, trades, equipment and supervision on site; weather; work started, completed and any impediments, problems or delays, for the work day. Submit to Port the following morning.

1.8 COST DATA

A. Contractor shall provide Port with copies for each Day Contractor works on the Project, to be delivered to Port either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of general requirements for Submittals for the Work:

a. Procedures

b. Quality Assurance Control Submittals

1) Design Data
2) Test Reports
3) Certificates
4) Manufacturers' Instructions
5) Material Safety Data Sheets

1.2 PROCEDURES

A. Submit at Contractor's expense, all required Submittals in triplicate, including but not limited to, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Assurance Control Data, and Project Record Documents required by the Contract Documents to Port for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon, then all Shop Drawings, Samples, and product data Submittals shall be submitted within twenty-one (21) Days after receipt of Notice of Award from Port.

B. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01330 as Exhibit A). Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Organize Submittals by Specification Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. Incomplete Submittals will be returned not reviewed by Port.

C. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Port the materials and equipment Contractor proposes to provide and to enable Port to review the information for the limited purposes specified in this Section 01330. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Port may require to enable Port to review the Submittal.

D. At the time of each submission, give Port specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to Port for review and approval of each such variation. If Port accepts deviation, Port will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.

E. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3. All information relative to Contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

F. Contractor's submission to Port of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Paragraph 1.2 of this Section 01330, with respect to Contractor's review and approval of that Submittal.

G. Designation of Work "by others," if shown in Submittals, shall mean that Work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

H. After review by Port of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Port.

4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

I. Contractor shall make a complete and acceptable Submittal at least by second submission. Port reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first resubmittal, following a Submittal which Port determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above.

J. Favorable review will not constitute acceptance by Port of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Port's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Port's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Port, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Port has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

K. Unless otherwise specified, Port's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

L. Contractor shall submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

M. Contractor shall copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

N. After Port's review of Submittal, Contractor shall revise as noted and resubmit as required. Contractor shall identify changes made since previous Submittal.

1. Contractor shall begin no fabrication or Work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar Work.

2. Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt.

O. Contractor shall distribute copies of reviewed Submittals to concerned persons. Contractor shall instruct recipients to promptly report any inability to comply with provisions.

P. All Submittals shall be number-identified by Contractor, prior to submission to Port, in accordance with the following:

1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.

2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, Product Data, Sample, certification, etc.

3. Number Installation, Operation, and Maintenance Manual with original root number of the favorably reviewed Submittal for the item.

4. If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review, or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent resubmittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).

5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by Port. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) shall be given a new number.

Q. Submission Requirements:

1. Deliver Submittals to Port at least 30 Days before dates reviewed Submittals will be needed.

1.3 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents as required by Section 01780 (Project Record Documents).

1.4 SAFETY PLAN AND ACCESS PLAN

A. Submit two (2) copies of Safety Plan and Access Plan specific to this Contract to the Port within five (5) calendar days after the Notice to Proceed. The access plan will show the contractor's proposal for limiting site access. The fencing plan will show where fencing and other access inhibitors will be located in order to protect open trenches and other hazardous areas.

B. (1) copy of accepted Section 1.04.A Plans will be returned to the Contractor.

C. No on-site work shall be started until Section 1.04.A Plans have been reviewed and accepted by Port. Acceptance of Section 1.04.A Plans shall not affect the Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

TRANSMITTAL FORM FOLLOWS THIS PAGE

END OF SECTION

SUBMITTAL
EXHIBIT A
TRANSMITTAL NO. _____

Project Name: **Berths Bed Leveling**			Date Received:
Port: Stockton Port District Attn: Procurement & Contracts Officer 315 Fyffe Avenue, Stockton, CA 95203 P.O. Box 2089, Stockton, CA 95201			Checked By:
Contractor:			Log Page:
Address: Attention:	Address: Attention:		Specification Section Number: 1st Submittal ☐ Resubmittal ☐
Date Transmitted:	Previous Transmittal Date:		

No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

A – No Exceptions Taken
B – Make Corrections Noted (No Resubmission Required)
C – Revise as Noted and Resubmit
D – Rejected – Resubmit
1. Not enough information for review
2. No reproducibles submitted
3. Copies illegible
4. Not enough copies submitted
5. Wrong sequence number
6. Wrong resubmittal number
7. Wrong Specification section number
8. Wrong form used
9. See comments

Comments

By Date

Distribution: Contractor ☐ File ☐ Field ☐ Port ☐ Other ☐

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01340

SAFETY SUBMITTALS

PART 1 GENERAL

1.1 SCOPE

Contractor shall prepare and submit written safety Plans and Programs as specified herein prior to start of the Work. All written safety Plans and Programs required to be submitted herein must be favorably reviewed by Port prior to the Contractor starting Work.

1.2 PORT'S REVIEW OF SUBMITTALS

Neither Port's review of, nor comments on, any of the submittals shall constitute a representation of warranty as to compliance with any legal requirements. Port reserves the right to reject all or portions of a submittal as inadequate to protect health, or safety. If conditions change, Contractor shall promptly update the Plans and Programs, as appropriate, and submit the revised Plans and Programs to Port at no additional charge to Port.

1.3 PLANS AND PROGRAMS

A. Submit the following site-specific, checked items prior to commencing Work at the Site or within any other time period established in Contract Documents:

☑1. Health and Safety Plan:

☑a. For Non-Hazardous Waste Operations:
Describe the health and safety hazards anticipated in performing the work, measures to be taken to reduce those hazards and to protect employees and the public. Include procedures for identifying and reporting unforeseen hazards.

☑b. For Potential Hazardous Waste Operations**:**
Describe the health and safety hazards anticipated in performing the work, measures to be taken to reduce those hazards and to protect employees and the public. Include procedures for identifying and reporting unforeseen hazards.
Identify an individual(s), either an employee or subcontractor, who is trained in accordance with CCR Title 8, Section 5192 (Cal/OSHA), Hazardous Waste Operations and Emergency Response (HAZWOPER), and who is qualified to identify potentially hazardous wastes or contaminated soils which might be encountered on the jobsite. Describe methods of identifying these materials and communicating the findings to Port. The Plan does not need to comply with CCR Title 8, Section 5192 (Cal/OSHA).

☐c. For Identified Hazardous Waste Operations:
All aspects of the Health and Safety Plan shall comply with CCR, Title 8, Section 5192 (Cal/OSHA), Hazardous Waste Operations and Emergency Response. The Plan shall be signed by an individual Certified in the Comprehensive Practice of Industrial Hygiene (CIH) by the American Board of Industrial Hygiene and trained in hazardous waste site operations as required by Section 5192. If hazard conditions change, promptly update the Plan and resubmit to Port, at no additional charge to Port.
Include the following items:

1) Training, medical, and respirator approval documentation for all employees who will work at the site.
2) The names and addresses of the waste hauler and the landfill for hazardous waste.

☐2. Asbestos Abatement Program in accordance with CCR Title 8, Section 1529 (Cal/OSHA):
Include the following items:

a. Registration with Cal/OSHA as an Asbestos Abatement Contractor, (required for removing more than 100 square feet of materials containing greater than 0.1 percent asbestos).
b. Notifications for asbestos work, including Cal/OSHA, the San Joaquin Valley Air Quality Management District, and, where appropriate, EPA Region IX.
c. Training, medical, and respirator approval documentation for all employees who will work at the site.
d. The identity of the Competent Person, as defined by Cal/OSHA.
A work plan to prevent asbestos fibers and debris being dispersed from the work area into the building or the environment, including diagrams showing:
1) Staging of the project.
2) Placement and number of negative air machines and exhausts.
3) Staging of waste containers.
e. Weekly progress reports as the project progresses.
f. At project completion, documentation, including daily reports or logs, air monitoring results, waste manifests, and other similar pertinent information.
g. Material Safety Data Sheets for hazardous materials brought onto the site.
h. Procedures for identifying and reporting unforeseen hazards.
i. The names and addresses of the waste hauler and the landfill for asbestos waste.

☐3. Lead Compliance Program in accordance with CCR Title 8, Section 1532.1 (Cal/OSHA):
Include the following checked items:
☐a. Training, medical, and respirator approval documentation for all employees who will work at the site.
☐b. The identity of the Competent Person, as defined by Cal/OSHA.
☐c. Material Safety Data Sheets for hazardous materials brought onto the site.
☐d. The Contractor's procedures for identifying and reporting unforeseen hazards.
☐e. The names and addresses of the waste hauler and the landfill for hazardous and non-hazardous wastes.

☐4. Storm Water Pollution Prevention Plan (SWPPP) including:
a. A site map identifying storm drain inlets.
b. Identification of potential sources of pollution.
c. A plan to eliminate non-storm water discharges such as wastewater, spills, and others.
d. Best Management Practices (BMPs) to minimize discharges of pollutants in storm water runoff.
e. How agencies and Port will be notified in case of spills.

☐5. Compliance with State General Construction Activity Storm Water NPDES Permit, including:
a. Development of a Storm Water Pollution Prevention Plan that complies with all requirements of the General Construction Activity Storm Water Permit.
b. Development of a color coded site map showing:
1) Areas of soil disturbance that have been stabilized.
2) Areas to be graded, in addition to a time schedule.
3) Areas of potential soil erosion where control practices will be implemented (Indicate the control practices and time schedule for implementation).
4) Locations of post-construction projects (i.e., ponds, grassy swales, detention basins).
c. Development of a Site Inspection Checklist.
d. Submittal of the Site Inspection Checklist on a weekly basis.

☐6. Disposal of Fluorescent Lights and/or Ballasts Plan, as applicable.

☐7. Soil and Groundwater Management Plan:
Describe how any disturbed soil or collected water will be handled, including temporary storage, testing and/or treatment, and disposal. Identify all activity where potential exists for waste to be generated, including materials associated with the destruction of monitoring wells.
Where feasible, excavated soil from utility trenching may be placed back within the utility corridor near the original excavation.
Soil that cannot be placed back in the utility trench, and waste generated from other activities shall be tested by the Contractor as per General Conditions, Article 14.1, Alterations, Modifications and Force Account Work. The Contractor shall provide the name of an analytical laboratory and contact name for coordinating environmental testing.

☑8. Debris Containment Program:
Describe the control of debris generated by the performance of the work and how the work area will be maintained unencumbered by the debris confined inside the work area.

☐9. Soil and Air Pollution Management Plan:
Describe measures to be taken to control dust and prevent pollution of soil, and air resulting from the performance of the work. Describe in detail how dust, air emissions, and/or soil pollutants generated during the performance of the work will be minimized, controlled, contained, treated, and/or disposed. The Plan shall include development of a Site Inspection Checklist to be completed and submitted on a weekly basis. The Plan must also incorporate air pollution controls described in these specifications.

☐10. Dust Control Plan from the San Joaquin County Air District.

B. The following Plans and Programs must be made available within 10 calendar days only after being requested by Port. Do not submit unless and until requested:

1. Injury and Illness Prevention Program, in accordance with CCR Title 8, Section 3203 (Cal/OSHA).
2. Hazard Communication Program, in accordance with CCR Title 8, Section 5194 (Cal/OSHA)
3. Respiratory Protection Program, in accordance with CCR Title 8, Section 5144 (Cal/OSHA).
4. Confined Space Entry Program, in accordance with CCR Title 8, Article 108. (Cal/OSHA).
5. Lockout/Tagout Program, in accordance with CCR Title 8, Sections 3314 and 2320 (Cal/OSHA).
6. Name of individual(s) having current Red Cross-equivalent first aid and CPR training.
7. Trenching and Shoring Plan, in accordance with CCR Title 8, Article 6 (Cal/OSHA).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes: regulatory requirements applicable to Contract Documents.

B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Port before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

A. Contractor shall comply with all codes, laws, ordinances, rules and regulations applicable to the Work, which shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.

2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.

3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.

B. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105 (d)(2)) and the California Government Code (Section 930.2 et. seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved in writing by Port's legal counsel.

1.3 PRECEDENCE

A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.

B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.

D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.4 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

1. For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Port. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12.

2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

3. Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. Procedure:

1. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions). Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.

2. For Claims of fifty thousand dollars ($50,000) or less

   a. Port shall respond in writing within 45 days of receipt of the Claim, or

   b. Port may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Port may have against Claimant.

      1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Port and Claimant.

      2) Port's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

3. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000:

   a. Port shall respond in writing within 60 days of receipt of the Claim, or

   b. Port may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Port may have against Claimant.

1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Port and Claimant;

2) Port's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

4. Meet and Confer:

a. If Claimant disputes Port's written response, or Port fails to respond within the time prescribed above, Claimant shall notify Port, in writing, either within 15 days of receipt of Port's response or within 15 days of Port's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Port will schedule a meet and confer conference within 30 days for settlement of the dispute.

b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim under Paragraph 1.4.B hereunder, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.5 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.6 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of California Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the California 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.

2. 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 01200 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 01200. 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.

3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under California Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

5. California Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.7 CONSTRUCTION EQUIPMENT REQUIREMENT AT THE WEST COMPLEX

A. Tenant agrees that at least fifty percent (50%) of off-road diesel-powered construction equipment greater than 50 horsepower used at the West Complex must be equipped with Tier 1 or cleaner engines, as defined in the U.S. EPA Non-road Diesel Engine Rule (2004). Equipment not designed Tier 1 by the manufacturer may achieve the emissions requirement described herein by retrofitting the equipment with the highest level of CARB-Verified Diesel Emission Control System (VDECS) that is available.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

B. While Port has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. **Addenda**: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. **Agreement (Document 00520)**: Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Port and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. **Alternate**: Work added to or deducted from the base Bid, if accepted by Port.

4. **Application for Payment**: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

5. **Approved Equal**: Approved in writing by Port as being of equivalent quality, utility and appearance.

6. **Architect/Engineer**: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person holding a valid California State Architect's or Engineer's license representing the Port in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Port. When Architect/Engineer is referred to within the Contract Documents and no Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Port, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Port, Architect/Engineer is the beneficiary of all Contractor obligations to Port, including without limitation, all releases and indemnities.

7. **Asbestos**: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

8. **Bid**: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.

9. **Bidder**: One who submits a Bid.

10. **Bidding Documents**: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.

11. **Board**: The Board of Commissioners of the Port.

12. **Business Day**: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Port. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

    a. New Year's Day, January 1;

    b. Martin Luther King Jr.'s Birthday, third Monday in January;

    c. Lincoln's Birthday, February 12;

    d. Presidents' Day, third Monday in February;

    e. Memorial Day, last Monday in May;

    f. Independence Day, July 4;

    g. Labor Day, first Monday in September;

    h. Veterans' Day, November 11;

    i. Thanksgiving Day, as designated by the President;

    j. The Day following Thanksgiving Day;

    k. Christmas Day, December 25; and

    l. Each day appointed by the Governor of California and formally recognized by the Port Board of Supervisors as a day of mourning, thanksgiving, or special observance.

13. **Change Order**: A written instrument prepared by Port and signed by Port and Contractor, stating their agreement upon all of the following:

    a. a change in the Work;

    b. the amount of the adjustment in the Contract Sum, if any; and

    c. the amount of the adjustment in the Contract Time, if any.

14. **Code Inspector**: A local or state agency responsible for the enforcement of applicable codes and regulations.

15. **Construction Change Directive ("CCD")**: A written order prepared and signed by Port, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

16. **Contract Conditions or Conditions of the Contract**: Consists of two parts: General Conditions and Supplementary Conditions.

    a. General Conditions are general clauses that are common to the Port Contracts, including Document 00700 (General Conditions).

    b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 00821 (Supplementary Conditions - Insurance).

17. **Contract Documents and Contract**: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00520 (Agreement), plus all changes, Addenda, and Modifications thereto.

18. **Contract Modification**: Either:

    a. a written amendment to Contract signed by Contractor and Port; or

    b. a Change Order; or

    c. a Construction Change Directive; or

    d. a written directive for a minor change in the Work issued by Port.

19. **Contract Sum**: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Port to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

20. **Contract Time**: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to complete the Work so that it is ready for final payment and is accepted.

21. **Contractor**: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.

22. **Contractor's Employees**: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

23. **Day**: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

24. **Defective**: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Port). Port is the judge of whether Work is Defective.

25. **Drawings**: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

26. **Equal**: Equal in opinion of Port. Burden of proof of equality is responsibility of Contractor.

27. **Final Acceptance or Final Completion**: Port's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:

    a. All systems having been tested and accepted as having met requirements of Contract Documents.

    b. All required instructions and training sessions having been given by Contractor.

    c. All Project Record Documents having been submitted by Contractor, reviewed by Port, and accepted by Port.

d. All punch list Work, as directed by Port, having been completed by Contractor.

e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Port.

28. **Force Account**: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

29. **Home Office Overhead**: Home office overhead shall not be included as part of the cost of the Work, but shall be part of Contractor's profit and shall include, but is not limited to, the following: accounting functions of Contractor's main office; general expenses of Contractor's main office; interest on capital; and salaries of any home office estimators and administration.

30. **Milestone**: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

31. **Modification**: Same as Contract Modification.

32. **Not in Contract**: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

33. **Notice of Completion**: Shall have the meaning provided in California Civil Code §3093, and any successor statute.

34. **Off Site**: Outside geographical location of the Project.

35. **Overhead**: All on-site payroll costs, and fringe benefits of same, for supervising, estimating, expediting, drafting and clerical services where directly affecting the cost of the Work; small tools (less than Five Hundred Dollars ($500.00) capital cost per item); equipment maintenance and repairs; temporary construction, utilities, and safety requirements, other than falsework, forming and necessary scaffolding; transportation of materials other than direct identifiable cost of specific deliveries, or as included in the price of material; parking fees for workmen; permit fees; cost of reproduction; and General Insurance and Bonds.

36. **Partial Utilization**: Use by Port of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

37. **PCBs**: Polyclorinated byphenyls.

38. **Phase**: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100 (Summary).

39. **Port**: The Stockton Port District.

40. **Port-Furnished, Contractor-Installed**: Items furnished by Port at its cost for installation by Contractor at its cost under Contract Documents.

41. **Port's Representative(s)**: See Document 00520 (Agreement).

42. **Product Data**: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.

43. **Progress Report**: A periodic report submitted by Contractor to Port with progress payment invoices accompanying progress schedule. See Document 00700 (General Conditions).

44. **Project**: Total construction of which Work performed under Contract Documents may be whole or part.

45. **Project Manager**: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person holding a valid California State Architect's or Engineer's license representing the Port in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Port. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Port. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Port, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Port Project Manager is the beneficiary of all Contractor obligations to Port, including without limitation, all releases and indemnities.

46. **Project Manual**: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.

47. **Project Record Documents**: All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

48. **Request for Information ("RFI")**: A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Port to submit Contract Document clarifications or supplements to Contractor.

49. **Request for Proposals ("RFP")**: A document issued by Port to Contractor whereby Port may initiate changes in the Work or Contract Time as provided in Contract Documents.

50. **Request for Substitution ("RFS")**: A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.

51. **RFI-Reply**: A document consisting of supplementary details, instructions, or information issued by Port that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Port. RFI-Replies will be issued through the RFI administrative system.

52. **Samples**: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

53. **Shop Drawings**: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

54. **Site**: The particular geographical location of Work performed pursuant to Contract Documents.

55. **Specifications**: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16 (*or 17 if used.)*

56. **State Specifications** (or Standard Specifications): State of California, Department of Transportation, Standard Specifications for Construction of Local Streets and Roads," latest edition in effect (including amendments issued by the California Department of Transportation) at the time that bids are received by the Port.

57. **Subcontractor**: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

58. **Substantial Completion**: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Port as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Port for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

59. **Supplemental Instruction**: A written directive from Port to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

60. **Underground Facilities**: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

61. **Unit Price Work**: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Section 01100 (Summary).

62. **Work**: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Port is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Port. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Port.

2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

3. **By Port**: Work that will be performed by Port or its agents at the Port's expense.

4. **By Others**: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Port, other contractors, or other means.

5. **Concealed**: Work not exposed to view in the finished Work, including within or behind various construction elements.

6. **Exposed**: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

7. **Furnish**: Supply only, do not install.

8. **Indicated**: Shown or noted on the Drawings.

9. **Install**: Install or apply only, do not furnish.

10. **Latent**: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00700 (General Conditions).

11. **Law**: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

12. **Material**: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

13. **Provide**: Furnish and install.

14. **Shown**: As indicated on Drawings.

15. **Specified**: As written in Specifications.

16. **Testing and special inspection agency**: An independent entity engaged by Port to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Electricity
   2. Temporary Communications.
   3. Temporary Water
   4. Fences
   5. Protection of Public and Private Property
   6. Temporary Sanitary Facilities
   7. Temporary Barriers and Enclosures
   8. Water Control
   9. Pollution Control
   10. Construction Aids
   11. Erosion Control
   12. Noise Control
   13. Traffic Control
   14. Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Contractor's and Project Manager's trailers. Power may be obtained from Port, but Contractor must provide all necessary wiring and appurtenances for connection to Port's system.

1.3 TEMPORARY COMMUNICATIONS

Contractor shall provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.

1.4 TEMPORARY WATER

A. Contractor shall provide, maintain, and pay for suitable quality water service required for construction operations.
B. At the request of the Contractor, water for dust control and project construction will be furnished by the Stockton Port District without cost to the Contractor. Water is available from fire hydrants and feed lines within the project area. Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

1.5 FENCES

A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until Port gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement,

surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with Port, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

C. Contractor shall comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

Contractor shall:

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Port's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades required by governing authorities for public access to existing buildings.

C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 WATER CONTROL

Contractor shall:

A. Grade Site to drain.

B. Maintain excavations free of water.

C. Protect Site from puddling or running water.

D. Provide water barriers as required to protect Site from soil erosion.

E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor’s operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Port’s facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

1.10 POLLUTION CONTROL

A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.

B. The Contractor shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

C. In the event that dewatering of excavations is required, Contractor shall obtain all necessary approvals and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.11 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 EROSION CONTROL

A. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management Practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13 NOISE CONTROL

A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
C. Contractor shall ensure and provide certification to Port that all construction equipment and vehicles used for the Work are:
    1. Maintained in good mechanical condition
    2. Equipped with properly installed engine mufflers

1.14 TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter the Contractor's access gate and road. Contractor shall provide signs directing construction and delivery traffic to this gate. Construction truck traffic shall be limited to off-peak traffic hours, between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

Contractor shall:
A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
B. Remove underground installations.
C. Clean and repair damage caused by installation or use of temporary work.
D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS
SECTION 01540

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUBMITTALS

A. See Section 01330 (Submittal Procedures).
B. Site Security
C. Safety Program.
D. Fire Protection Plan

1.2 PROTECTION

Contractor shall:

A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
B. Properly protect the Work:
   1. With lights, guard rails, temporary covers and barricades.
   2. Enclose excavations with proper barricades.
   3. Brace and secure all parts of the Work against storm and accident.
   4. Provide such additional forms of protection that may be necessary under existing circumstances.
C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SITE SECURITY

A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of Port and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
B. No claim shall be made against Port by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Port's property resulting from Contractor's failure to provide adequate security measures.
C. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.5 SAFETY PROGRAM

A. Within 15 days after Notice to Proceed, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Contractor shall comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
B. Receipt and/or review of the Safety Program by Port, Project Manager or Port's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.
D. Safety Program components:
   1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
   2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.
F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall supply PPE to all personnel under Contractor's direction.

1.6 SAFETY REQUIREMENTS

A. Standards: Contractor shall maintain the Project in accordance with state and local safety and insurance standards.
B. Hazards Control. Contractor shall:
   1. Store volatile wastes in covered metal containers and remove from premises daily.
   2. Prevent accumulation of wastes that create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.
C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, and:
   1. Not burn or bury rubbish or waste material on the Site.
   2. Not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
   3. Not dispose of wastes into streams or waterways.
D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.

1.7 SITE SAFETY OFFICER

A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Contractor shall submit for review by Port Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Port, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Port.
B. Port's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products
B. Product Options and Substitutions
C. Product Delivery Requirements
D. Shipping Requirements

1.2 PRODUCTS AND PRODUCT LIST

A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
B. Contractor shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. For similar components, Contractor shall provide interchangeable components of the same manufacturer.
C. Tabulate products by Specification Section number and title.
D. For products specified only by reference standards, list each such product:
   1. Name and address of manufacturer.
   2. Trade name.
   3. Model or catalog designation.
   4. Manufacturer's data:
      a. Reference standards.
      b. Performance test data.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders). Time periods provided in Document 00200 are mandatory. All substitution requests must be made by using Document 00660 (Substitution Request Form), regardless of when requested.
B. Contractor's Options:
   1. For products specified only by reference standard: Select any product meeting that standard.
   2. For products specified by naming one or more products or manufacturers:
      a. Select products of any named manufacturer meeting specifications.
      b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.
C. Substitutions:
   1. Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, Port will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor, or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Port for work on the Project).
   2. Contractor shall submit separate RFS (and four copies) for each product and support each request with:

a. Product identification.
b. Manufacturer's literature.
c. Samples, as applicable.
d. Name and address of similar projects on which product has been used, and dates of installation.
e. Name, address, and telephone number of manufacturer's representative or sales engineer.
f. For construction methods: Detailed description of proposed method; drawings illustrating methods.

3. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Port for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Port in evaluating the proposed substitute. Port may require Contractor to furnish additional data about the proposed substitute.
6. Port will not consider substitutions for acceptance (or, in Port's sole discretion, Port may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   a. Results in delay meeting construction Milestones or completion dates.
   b. Is indicated or implied on submittals without formal request from Contractor.
   c. Is requested directly by Subcontractor or supplier.
   d. Acceptance will require substantial revision of Contract Documents.
   e. Disrupts Contractor's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of Port.
8. Port will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:
   1. Contractor's RFS constitute a representation and warranty that Contractor:
      a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
      b. Will provide the same warranty for substitution as for specified product.
      c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
      d. Waives claims for additional costs which may subsequently become apparent.
      e. Will compensate Port for additional redesign costs associated with substitution.
      f. Will be responsible for Construction Schedule slippage due to substitution.
      g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Port.
      h. Will compensate Port for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against Port, caused by late requests for substitutions or late ordering of products.

E. Port's Duties. Port will:
   1. Review Contractor's RFS with reasonable promptness.
   2. Notify Contractor in writing of decision to accept or reject requested substitution.

F. Administrative Requirements:
   1. Specified products, materials, or systems for Project may include Architectural or Engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional Architectural or Engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required Port

services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

Contractor shall:

A. Deliver products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 SHIPPING REQUIREMENTS

A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
   1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Port.
   2. Grease and lubricating oil shall be applied to all bearings and similar items.
B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.
C. Contractor shall store products only in staging area per provisions of Section 01100 (Summary).
D. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
E. For exterior storage of fabricated products, place on appropriate supports, above ground.
F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
G. Store loose granular materials on solid flat surfaces in a well-drained area.
H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
J. Without limiting the foregoing:
   1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
   2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
   3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
   4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
   5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer’s storage instructions shall be carefully followed by Contractor.
   6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal “welding”. Upon installation of the equipment,

Contractor shall, at the discretion of Port, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS
SECTION 01740

CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Progress Cleaning
B. Final Cleaning

1.2 PROGRESS CLEANING

A. Contractor shall perform periodic cleaning to ensure that any streets and other Port and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
C. Contractor shall keep all paved roads clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
E. Disposal of Materials:
    1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
    2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
    3. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
    4. Contractor will estimate and report to Port, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include the nature of materials, destination, volume and tonnage.
F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to Port. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, Port and any Port consultant from future liability.
G. If Contractor does not properly clean the Site, in the opinion of Port, then Port shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
F. Clean Site; mechanically sweep paved areas.
G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of Contract closeout procedures including:

   a. Removal of Temporary Construction Facilities
   b. Substantial Completion
   c. Final Completion
   d. Project Record Documents
   e. Project Guarantee
   f. Warranties
   g. Turn-In
   h. Release of Claims
   i. Fire Inspection Coordination
   j. Building Inspection Coordination

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Port, with list of items remaining to be completed or corrected.

B. Within reasonable time, Port will inspect to determine status of completion.

C. Should Port determine that Work is not Substantially Complete, Port will promptly notify Contractor in writing, listing all defects and omissions.

D. Remedy deficiencies and send a second written notice of Substantial Completion. Port will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.

E. When Port concurs that Work is Substantially Complete, Port will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Port.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Port before a Certificate of Substantial Completion will be issued.

G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Port for costs associated with these visits.

1.4 FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for Port's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Port, and are operative.

3. Work is complete and ready for final inspection.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When Port finds Work is acceptable and final closeout submittals are complete, Port will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Port determine that Work is incomplete or Defective:

1. Port promptly will so notify Contractor, in writing, listing the incomplete or Defective items.

2. Promptly remedy the deficiencies and notify the Port when it is ready for reinspection.

3. When Port determines that the Work is acceptable under the Contract Documents, Port will request Contractor to make closeout submittals.

D. Final adjustments of accounts:

1. Submit a final statement of accounting to Port, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Agreement and Release of Any and All Claims).

2. If so required, Port shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 PROJECT RECORD DOCUMENTS

A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 01780 (Project Record Documents).

1.6 PROJECT GUARANTEE

A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00700 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Port shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Port may make repairs to Defective Work as set forth in Document 00700 (General Conditions), Paragraph 9.3.

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Port, Port shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Port, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section 01770 shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Port for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Port of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

1.7 WARRANTIES

A. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals described in Section 01330 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

2. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.

1. For equipment put into use with Port's permission during construction, submit within 14 Days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect Port against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements.

2. Vandalism after Substantial Completion.

3. Insurrection or acts of aggression including war.

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to Port for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.

2. Where specified, warranty shall be countersigned by Subcontractors and installers.

I. Rejection of Warranties: Port reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of Port prior to Final Completion as agreed to in writing by Port.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Port free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Port.

1.8 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners are turned in to Port.

1.9 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Document 00650 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and Port.

1.10 FIRE INSPECTION COORDINATION

A. Coordinate fire inspection and secure sufficient notice to Port to permit convenient scheduling (if applicable).

1.11 BUILDING INSPECTION COORDINATION

A. Coordinate with Port a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the following Project Record Documents:
   a. Project Record Drawings, Shop Drawings
   b. Project Record Specifications
   c. Project Record Product Data
   d. Miscellaneous Project Record Submittals

B. Specific Project Record Documents requirements that expand requirements of this Section may be included in the individual Sections of Divisions 2 through 16.

1.2 SUBMITTAL

A. At completion of Project, Contractor shall deliver Project Record Documents to Port. Project Record Documents required include:

1. Marked-up copies of Drawings
2. Marked-up copies of Shop Drawings
3. Marked-up copies of Specifications, Addenda, Change Orders, and CCDs
4. Marked-up Product Data submittals
5. Final set of Project Record Drawings, including electronic version
6. Final set of Project Record Specifications
7. Final set of Project Record Product Data
8. Record Samples
9. Field records for variable and concealed conditions
10. Record information on Work that is recorded only schematically

B. Contractor shall accompany submittal with transmittal letter containing:

1. Date
2. Project title and Port's Contract number
3. Contractor's name and address
4. Number and title of each Project Record Document
5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

1.3 GENERAL

A. Port will provide one full size blueline set of Drawings and one copy of the Project Manual for Contractor's use for recording as-built conditions.

B. Contractor shall post changes and Modifications to the Contract Documents as they occur. Do not wait until the end of the Project. Port may periodically review Project Record Documents to assure compliance with this requirement.

C. Contractor shall refer instances of uncertainty to Port for resolution.

D. Maintenance of Documents and Samples:

1. Contractor shall store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.

2. Do not permit Project Record Documents to be used for construction purposes.

3. Contractor shall maintain Project Record Documents in good order and in a clean, dry, legible condition.

4. Contractor shall make Project Record Documents and Samples available at all times for inspection by Port.

1.4 PROJECT RECORD DRAWINGS, SHOP DRAWINGS, AND SAMPLES

A. Quality Draftsmanship: All Work on Project Record Drawings and Project Record Shop Drawings shall be performed by competent drafters and shall be clear and fully legible. Port shall be the sole judge of the acceptability of the Project Record Drawings and Project Record Shop Drawings.

B. Mark-up Procedure: During the construction period, Contractor shall maintain a set of blueline or blackline prints of Drawings and Shop Drawings for Project Record Documents purposes ("Field Set"). Contractor shall stamp each document (on each sheet or page) "PROJECT RECORD" in 2-inch high letters. Contractor shall also maintain a set of Samples for Project Record Documents purposes. Contractor shall keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark Drawings and Shop Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings and Shop Drawings

b. Revisions to details shown on the Drawings and Shop Drawings

c. Depths of various elements of foundation in relation to main floor level or survey datum

d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements

e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure

f. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items

g. Actual numbering and set points of each electrical circuit

h. Field changes of dimension and detail

i. Revisions to routing of piping and conduits

j. Revisions to electrical circuitry

k. Actual equipment locations

l. Duct, conduit, and cable size and routing

m. Changes made by Change Order or CCD

n. Details not on original Drawings or Shop Drawings

2. Mark completely and accurately Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Drawings location.

3. Mark important additional information that was either shown schematically or omitted from original Drawings.

4. Note CCD numbers; Alternate numbers, Change Order numbers, and similar identification.

5. Mark Drawing and Shop Drawing sets with red, erasable colored pencil.

6. Mark Samples to record changes made after review.

7. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing or Shop Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings or Shop Drawings.

a. Accurately record information in an understandable and legible drawing technique.

b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

C. Preparation of Project Record Drawings and Project Record Shop Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings and Project Record Shop Drawings with Port. When authorized, prepare final Project Record Drawings and Project Record Shop Drawings.

1.5 PROJECT RECORD SPECIFICATIONS

A. During the construction period, Contractor shall maintain one copy of the Specifications, including Addenda and Modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and CCD Work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and Installation, Operation, and Maintenance Manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in Installation, Operation, and Maintenance Manuals instead of submitted as Project Record Product Data.

C. Preparation of Project Record Specifications: Immediately prior to inspection for Certification of Substantial Completion, review completed Field Set Project Record Specifications with Port. When authorized, prepare final Project Record Specifications.

1. After Substantial Completion and before Final Completion, carefully transfer all data shown on the Field Set to a separate clean set of Specifications provided by Port. Include the printed designation "PROJECT RECORD SPECIFICATION" in a prominent location on the Specifications.

1.6 PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one copy of each Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Port for Port's records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. The Contractor is responsible for mark-up and submittal of Project Record Product Data for the Work.

B. Material, Equipment, and Finish Data:

1. Provide data for primary materials, equipment, and finishes as required under each Specification Section.

2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:

a. Trade names

b. Model or type numbers

c. Assembly diagrams

d. Operating instructions

e. Cleaning instructions

f. Maintenance instructions

g. Recommended spare parts

h. Product data

1.7 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Port for Port's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar Work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

1.8 OWNERSHIP OF WORK

A. All reports and work product including electronic files such as autocad drawing files, mathcad calculation sheets, computer simulation models and all other documents completed or partially completed by service provider or its approved subservice providers, in performance of this agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the port upon completion of this agreement. Any and all copyrightable subject matter in all materials are work made for hire under federal copyright law and is thereby owned by the port and the service provider and its approved subservice providers agree to execute any additional documents that may be necessary to confirm the port's ownership. All materials shall be delivered to the port upon completion or termination of the work under this agreement. If any materials are lost, damaged or destroyed before final delivery to the port, the service provider shall replace them at its own expense. Service provider and its approved subservice providers shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this agreement and shall not be disclosed to anyone not connected with these services, unless the port provides prior written consent.

END OF DOCUMENT

SECTION 017113
MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The Work under this section specifically consists of the following Bid Item(s):

1. Base Bid Item 1: Mobilization and Demobilization

B. The Work under this section consists of all requirements and services necessary to mobilize and demobilize equipment and associated labor effort for bed leveling operations within all awarded Dock Areas.

C. Mobilization shall include preparatory work including but not limited to work necessary for the mobilizing and furnishing at the Site; equipment, materials, supplies, and incidentals necessary for the Work to be performed; cost for pre-paid bonds and insurances; preparation and submission of all required pre-construction documentation; verification of the existing conditions before starting Work at the Site; and posting of all Occupational Safety and Health Administration-required notices and establishment of safety programs.

D. Demobilization shall consist of all Work required to prepare the Contractor's equipment for removal of all equipment, associated labor, and unused supplies, including project signs, and incidentals from the Site at the completion of Work, including the cleanup and restoration of all land-based staging areas used in the execution of the Work.

1.02 REQUIREMENTS

A. The Contractor's equipment to be used in performing the Work shall be of sufficient size and efficiency to achieve the project objectives (see Section 01 11 00 of these specifications) and shall be subject to acceptance by the Port. All floating equipment and vessels shall be certified as seaworthy by the USCG prior to mobilization to the Site.

B. The Contractor's equipment, labor, and materials shall not be removed from the Site prior to completion of all awarded Dock Areas without written permission from the Port.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Mobilization shall be deemed complete after confirmation that all labor, materials, and equipment necessary for Work have been mobilized to the Site and all pre-construction submittals have been received and approved by the Port.

B. Demobilization shall be deemed complete after removal of equipment from the Site, including final cleanup, and upon final receipt and acceptance of all construction and post-construction submittals.

4.02 PAYMENT

A. Payment will be made at the Contract lump sum price awarded for each awarded Bid Item in accordance with the following breakdown:

B. 50% of the lump sum price will be paid upon completion of mobilization at the Site and the start of bed leveling operations, as approved by the Port.

C. The remaining 50% will be paid upon completion of demobilization, as approved by the Port, and after the Port has confirmed the Work has been completed in accordance with the Contract Documents.

D. The lump sum price shall be considered full compensation for mobilization, demobilization, performance of bed leveling operations, site preparation, final grading, cleanup of the Site and acceptance of all Work, and other items relevant to this project and not specifically included in the other Bid Items.

END OF SECTION

SECTION 352030
HYDROGRAPHIC SURVEY

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Work under this section shall be included in the following Bid Items:

1. Base Bid Item 2: Drag Bar Bed Leveling

B. The work under this section includes furnishing all labor, materials, tools, equipment, and incidentals required for surveying in support of the overall project as described in the Contract Documents and in these specifications.

1.02 DESCRIPTION

A. The Port will provide the Pre-Construction Survey and Post-Construction Hydrographic Survey. The Bid Document Construction Figures depict bathymetry data based on survey work conducted on the date listed on the Drawings. A new pre-construction multibeam hydrographic survey will be conducted by the Port prior to commencement of Work and provided to the Contractor. These surveys will serve as the basis for identifying the horizontal limits of bed leveling required within the Dock Area Footprint and for verifying achievement of the Design Bottom Elevations after bed leveling has been completed.

B. The Contractor shall notify the Port no less than 2 weeks prior to the intended start date of bed leveling operations. If the start date is delayed due to the Contractor and a supplemental pre-construction survey is required, the cost for the additional survey(s) will be deducted from final payment to the Contractor.

C. The Contractor is required to perform the Weekly Progress Surveys, or as otherwise directed by the Port, to document the progress of bed leveling operations and demonstrate conformance with Design Bottom Elevations. The Contractor may be required to pay for additional Post-Construction or confirmation Surveys if verification of completed work is required:

1. Weekly Progress Surveys: Bathymetric surveys conducted by the Contractor on no less than a weekly basis throughout the work duration, each encompassing the areas most recently worked. Weekly Progress Surveys will be used by the Port to assess the adequacy of the Contractor's methods, equipment, and overall progress and, if applicable, to approve Contractor advancement to subsequent work areas.

2. Post-Construction Survey: All Post-Construction Surveys will be performed by the Port. If review of the Post-Construction Survey indicates that the Work does not meet the requirements of the Contract Documents, the Contractor may be required by the Port to resume work until a subsequent Post-Construction Survey indicates that the Work is complete, to the Port's satisfaction, and within the requirements of Contract Document. Costs to perform additional Post-Construction Surveys will be the responsibility of the Contractor.

D. The Weekly Progress Surveys shall be performed by the Contractor.

E. The Contractor must identify the local survey control and upland benchmark locations used for the surveys. The Contractor must refer to provided benchmark location information to help establish survey control for the Contract work.

F. Independent Surveyor Qualifications

1. The Contractor must submit the name of the Independent Surveyor and applicable license or certification numbers (see specification Section 01 11 00, Article 1.03, E). The Independent Surveyor shall be required to document and certify in writing to the Port that it has at least 5 years of experience in hydrographic surveying of navigable waters.

2. The Independent Surveyor shall be licensed by the State of California as a Professional Land Surveyor or shall be certified by The American Congress on Surveying and Mapping/The Hydrographic Society of America (ACSM/THSOA) as a Certified Hydrographer.

3. The Independent Surveyor shall provide documentation indicating that modern electronic horizontal positioning and depth finding equipment are available for the surveys to be performed, including Differential Global Positioning System (DGPS) capacity and shall include, as a minimum, the name, model, and year of manufacture of the electronic equipment, the electronic mode, and the year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and the depth finding equipment, and the manufacturer's stated positioning accuracy and capacity of the equipment proposed for use.

4. The Independent Surveyor shall provide a statement that a safe and suitable vessel is available for operation in the water where the surveys are to be performed, and that experienced staff are available for the operation of the vessel, as well as the electronic positioning and depth finding equipment calibration. Accuracy and other standards outlined in the USACE Hydrographic Surveying manual (EM 1110-2-1003; 30 November 2013) shall be followed when performing any survey for payment.

1.03 SUBMITTALS

A. Weekly Progress Survey submittals shall include the following with each survey:

1. Plan View: One half-size PDF figure showing the bottom elevations of the work area without soundings at 0.1-foot accuracy. The plan shall be plotted at a scale approved by the Port.

2. Contractor shall submit Weekly Progress Surveys to the Port on a minimum weekly basis, with the day of the week established between the Port and the Contractor prior to commencement of work.

3. The multibeam survey shall be sufficient in that 100% overlap of the multibeam swath is achieved over the project area (all data shall be duplicated in overlapping swaths).

4. The survey data shall accompany the weekly report submitted to the Port in electronic drawing format, as described below.

a. Drawing with plan view spot elevations (soundings).

b. Cross sections through the area where Work was completed at no greater than 100-foot spacing between cross sections, unless otherwise accepted by the Port. Cross-section information shall show the pre-construction elevations, progress elevations, and the design template (elevations and grades).

c. Indicate on drawing, at a minimum, the date of survey, data, extent of survey coverage, elevation markings (for spot elevations and contour lines), the location of cross sections, and scale bar.

d. Submit all survey data in PDF and AutoCAD-compatible format.

e. Submit all survey data in a separate ASCII text file with XYZ spot elevation data.

5. Cross Sections: One full-size PDF figure showing cross sections at approximately 100-foot increments for each Dock Area, showing the Design Bottom Elevation overlaid on the pre- and post-construction surfaces.

6. Surface Comparisons: One PDF file summarizing comparisons between Pre- and Post-Construction Survey surfaces. The quantity comparisons can be included on the Survey plan view, or on a separate sheet.

7. Field Notes: One set of notes in a PDF document. Field notes shall include all equipment used to perform the survey, survey control, weather and tides during the period the survey was performed, and calibration notes. The tide notes shall include tide height, bar checks, date and time of tide reading(s), location of tide gauge, level line notes, benchmarks, temporary benchmarks, and location of all control used by the surveyor. Additionally, the field notes shall include a description of any topographic or lead line measurements used to supplement the multibeam bathymetric data.

8. Electronic File: ASCII file of corrected survey data, corrected to MLLW datum at the locality. Data shall be in XYZ spot elevation format. The recording distance between the survey points shall be 5 feet or less. Contractor shall provide raw electronic data upon request of the Port.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SURVEY EQUIPMENT AND METHODS

A. The Contractor's survey team and the Independent Surveyor must use multibeam bathymetric survey equipment for all Weekly Progress surveys.

B. Hydrographic survey procedures shall conform to Class 1 criteria as set forth in the USACE Hydrographic Surveying manual. Data recording, annotation, and processing procedures shall be in accordance with the hydrographic survey manual specified above and these specifications. In the event of a conflict between these specifications and the USACE Class 1 criteria, the Contractor shall present such conflicts to the Port for resolution. Failure to perform and process such surveys in accordance with the USACE Hydrographic Surveying manual and these specifications will result in a rejection and nonpayment for Work performed.

C. Horizontal position of soundings shall be stated in California State Plane Coordinates, Zone III, North American Datum of 1983 (NAD 83), U.S. Survey Foot. Elevations shall be stated in terms of MLLW datum at the locality.

D. The Contractor shall conduct surveys using an electronic system positioning method approved by the Port. The Contractor shall use an echo sounder to obtain soundings. The analog recording of soundings shall indicate a calibration check (bar check) of the echo sounding at the beginning and end of each analog paper change and at such times as necessary to ensure sounding accuracy. The bar check shall be taken at identical locations.

E. Tidal control shall be through the means of an automatic recording tide gauge with water level sensor. The tide gauge shall provide a continuous recording of tidal change for every 5-minute interval or each 0.1-foot change, whichever occurs first. Tidal changes shall be recorded in MLLW datum with these changes synchronized in time with cross-section survey time. A printed record of the tidal changes and time

correlation shall become part of the Contractor's survey records. In lieu of an automatic tide recording gauge, the Contractor may submit a manual method of keeping track of tidal changes for acceptance by the Port.

3.02 CONDUCT OF WORK

A. Layout of Work

1. The Contractor shall establish an accurate method of horizontal and vertical control before the Work begins.

2. The proposed method and maintenance of the horizontal control system is be subject to the acceptance of the Port and if, at any time, the method fails to provide accurate location of the Work, the Contractor may be required to suspend its operations until such time that accurate control is established.

3. The Contractor must lay out its Work using control points established by the Contractor as part of the Work and is responsible for all measurements taken to establish these points.

4. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, range markers, transponder stations, and labor as may be required to lay out the Work shown on the Drawings.

5. The Contractor shall maintain all points established for the Work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to an authorized removal, they must be replaced by the Contractor at no additional expense to the Port.

B. Performance of Work

1. Any additional Post-Construction Surveys must cover all areas of work (Dock Areas) as shown on the Drawings. Additional Post-Construction Surveys, if required by the Port, shall be conducted by the Contractor's Independent Surveyor at no additional cost to the Port.

2. Survey coverage must extend at least 20 feet beyond the Dock Area boundary or the existing hard boundary (i.e., rock revetment or sheet pile wall) where possible. Missing data must be explained.

3. The multibeam survey shall be sufficient in that 100% overlap of the multibeam swath is achieved over the project area (all data shall be duplicated in overlapping swaths).

3.03 QUANTITY COMPUTATIONS

A. Quantities for bed leveling operations shall be computed, as applicable based on comparisons between pre-construction and post-construction hydrographic surveys. Computations shall be used to evaluate conformance with the Design Bottom Elevations and to estimate the extent of sediment regrading.

B. The following quantities shall be reported for the Pre- and Post-Construction Survey:

1. Volume or area above the Design Bottom Elevation within the Dock Area Footprint

2. Volume or area within the Dock Area Footprint that meets or is below the Design Bottom Elevation

3. Difference between pre-construction and post-construction bathymetric surfaces (cut/fill analysis) for informational purposes

C. The following quantities shall be reported for the Post-Construction Survey:

1. Volume of sediment regraded within the Dock Area Footprint (based on surface comparison)

2. Areas within the Dock Area that meet the Design Bottom Elevation

3. Summary of compliance with Design Bottom Elevations

D. Quantity computations are intended to verify completion of Work and conformance with the Contract Documents. Unless otherwise specified, quantity computations shall not be used for payment purposes when bed leveling is paid on lump sum basis.

PART 4 – MEASUREMENT AND PAYMENT

A. No separate measurement or payment will be made for Surveys. This work is incidental to the Bid Items for Bed Leveling Operations.

END OF SECTION

SECTION 352035
DRAG BAR BED LEVELING

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The Work under this section specifically consists of the following Bid Item(s):

B. Base Bid Item 2: Drag Bar Bed Leveling

C. This Section specifies requirements for drag bar bed leveling ("dragging") to regrade the berth bottom by redistributing in-place sediments, removing localized high spots, smoothing the Dock Area Footprint, and achieving required design bottom elevations within the authorized work limits.

D. Drag bar bed leveling shall be performed within the defined Dock Area Footprint.

E. Drag bar bed leveling work shall not be used to achieve Design Bottom Elevations in areas requiring significant material removal beyond the capabilities of redistribution, unless specifically authorized by the Port.

1.02 REFERENCES

A. Project permits and regulatory conditions applicable to in-water work.

B. Hydrographic survey requirements specified elsewhere in the Contract Documents.

C. Safety and environmental requirements applicable to vessel operations and turbidity control.

1.03 SUBMITTALS

A. Drag Bar Work Plan, including the following:

1. Drag bar dimensions, weight, material, and towing configuration
2. Tow vessel description, horsepower, and anticipated operational speed
3. Proposed methodology, pass spacing, and sequence of operations
4. Turbidity monitoring approach (visual observation unless otherwise required)
5. Safety plan for towing operation

B. Pre- and Post-Drag Survey Data, including the following:

1. XYZ point files and surfaces in specified formats
2. Plan view and cross-section plots showing high-spot removal and final elevations
3. Narrative summary of remaining high spots (if any)

1.04 QUALITY CONTROL

A. Contractor shall ensure bed leveling operations do not extend outside the authorized Dock Area Footprint.

B. The Port may suspend bed leveling work at any time for the following:

1. Excessive turbidity or sediment dispersion
2. Navigational conflicts
3. Observed or suspected damage to existing structures or utilities

PART 2 – PRODUCTS

2.01 DRAG BAR ASSEMBLY

A. Drag bar shall be a steel bar or frame designed for seabed contact and smoothing, with sufficient weight and rigidity to maintain bottom contact without digging or gouging.

B. Drag bar configuration:

1. Width: 10 to 20 feet (or as approved)
2. Bottom edge: Smooth or rounded steel surface designed to level material without excessive penetration
3. Rigging: Chains, shackles, or bridle connections rated for marine towing

2.02 TOW VESSEL

A. Vessel shall have adequate horsepower and maneuverability to conduct controlled low-speed operations (approximately 1 or 2 knots).

B. Vessel instrumentation shall include GPS or positioning equipment capable of maintaining alignment with planned drag transects.

C. Vessel and tow connections shall be such that the vessel operator has complete control over the bed leveling operation, including preventing contact with Port structures or utilities.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Drag bar operations shall comply with all environmental permit conditions, including restrictions on turbidity, timing windows, and areas of avoidance.

B. Contractor shall not drag as follows:

1. Outside the authorized Dock Area Footprint.
2. In areas with utilities, known Debris hazards, or structures that could be damaged.
3. In eelgrass, wetlands, or other sensitive habitats if present and restricted by permits.

3.02 EQUIPMENT

A. All equipment shall be subject to the acceptance of the Port.

B. Equipment and materials shall not be removed from the Site prior to completion and acceptance of the Contract work without permission from the Port.

C. The Contractor shall provide a positioning system for horizontal and vertical control capable of functioning during all waterborne activity hours. The Contractor shall establish and maintain all survey monuments, shore stations, equipment sensors, and control points necessary to operate a waterborne positioning system.

3.03 BED LEVELING OPERATIONS

A. The Contractor shall notify the Port no less than 10 days prior to commencing any in-water work activities. Bed leveling operations shall not start until the Port approves the start date.

B. Each workday, the Contractor shall contact the Port at the beginning or end of each shift to review upcoming and completed work. The Port will designate one representative that will coordinate directly with the Contractor to establish a routine meeting time.

C. The Contractor shall comply with all applicable rules and regulations of the State of California and agencies of the U.S. Government prohibiting pollution of the waters of the Bay-Delta, including but not limited to the discharge of refuse, rubbish, debris, or other materials.

D. Should the Contractor, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any materials, machinery, or appliances that are declared by the USCG or USACE to be dangerous to or obstruct navigation, the Contractor shall immediately recover and remove same, without expense to the Port. The Contractor shall give immediate notice with description and location of such obstructions to the Port.

E. All operations shall be in compliance with all Contractor-prepared and Port-approved submittals required by these specifications.

F. Bed leveling passes shall be conducted in systematic, parallel transects ensuring full coverage of designated areas.

G. Operations shall be performed at slow, controlled speeds to maintain seabed contact without excessive disturbance.

H. Tow line length and bridle configuration shall be adjusted as necessary to achieve consistent bottom leveling.

I. Operations shall be suspended immediately if any of the following occur:

1. Excessive turbidity or plume generation is observed.
2. The drag bar encounters obstructions.
3. The drag bar or vessel contacts Port structure or utilities.
4. As directed by the Port.

3.04 PROTECTION OF EXISTING STRUCTURES

A. If the Contractor believes that bed leveling operations within the contracted Dock Area Footprint is likely to damage existing structures, the Contractor shall bring such concerns to the immediate attention of the Port in order to determine alternative actions or methods.

B. The Drawings do not indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, underground facilities, and other similar items. The Contractor is responsible for coordinating with the Port to mark all utilities that may be affected by the Work and shall protect all facilities.

C. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

D. Attention is also directed to the existence of overhead power and telephone lines.

E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).

F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in Document 00700 (General Conditions).

G. The Contractor shall protect all in-water and upland facilities from damage during operations. The Contractor shall use great care to avoid existing structures when maneuvering in slips and near floating docks to avoid damaging the floats and guide piles.

H. If damage to existing in-water or upland structures occurs, the Contractor shall verbally notify the Port immediately and confirm in writing within 24 hours. The Contractor shall restore damage by repairing or replacing damaged items to the satisfaction of the Port, at no additional cost to the Port.

I. The Contractor must identify, mark, and avoid all existing utilities. Utilities must be protected in place.

3.05 CONTRACTOR USE OF THE SITE

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Do not unreasonably encumber Site with materials or equipment

C. Assume full responsibility for protection and safekeeping of products stored on the premises.

D. Move any stored products that interfere with operations of the Port or other Contractors.

E. Coordinate parking, storage, staging, and Work Areas with the Port.

F. The Port will provide a storage area for Contractor's equipment and materials. Laydown area shall be maintained in a neat and orderly fashion and shall not encroach upon existing travel ways and/or impede upon Port traffic. Contractor to coordinate with Port prior to submitting Bid to understand location and size of laydown area.

G. Do not store construction materials in the dripline of any tree.

H. Prior to commencement of Work or excavation, Contractor and the Port shall jointly inspect the area adjacent to the project area, making permanent note and record of existing damage, such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions, or other existing improvements due to Contractor's operations. All parties making the inspection

shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent project area, not noted in the original survey but subsequently noted, shall be reported immediately to the Port.

I. Contractor shall follow all City ordinances in force during the duration of this Contract.

J. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.

K. When suspect materials or unanticipated conditions, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material or condition before proceeding with the Work.

L. Shipping routes and lanes must remain unobstructed during scheduled shipping dates.

M. Occupancy of adjacent facilities: the Dock Area Footprint includes active berths receiving multiple docking ships per week. Access must be maintained on all scheduled arrival and departure dates for shipping. The Contractor must coordinate with the Port to obtain shipping schedules and must sequence its work to accommodate Port use, including changes in Port use as determined via such coordination.

N. Coordinate work with all trades.

3.06 AIR QUALITY STANDARDS

A. Ensure that idling time for all heavy equipment is minimized to reduce on-site emissions.

B. Maintain equipment in good mechanical condition.

C. Limit dust emissions to comply with air quality standards. Take special precautions during periods of high winds (greater than 15 miles per hour).

3.07 POST-CONSTRUCTION ACCEPTANCE

A. If the Post-Construction Survey indicates that any of the required Dock Areas has not met the Elevation and/or required extents, in accordance with the Contract Documents, and the Port has determined that the Contractor's bed leveling operation has not achieved the project objectives, the Contractor must take corrective action to complete the required work as directed by the Port.

B. Final Acceptance will be provided after the Port has determined that the project objective was achieved, demobilization is completed as described herein, and all required submittals have been received and approved by the Port.

C. Acceptance Criteria:

1. Design Bottom Elevations are achieved within the allowable tolerance (±0.5 feet unless otherwise specified).

2. No excessive excavation or disturbance below the allowable tolerance limit.

3. No disturbance or sediment redistribution outside the authorized Dock Area Footprint.

D. Areas not meeting acceptance criteria shall be addressed by one or more of the following, as directed by the Port:

1. Additional drag bar bed leveling work

2. Alternative corrective measures, as directed by the Port

3.08 CLEANUP

A. (Contractor shall) remove all equipment, lines, temporary materials, and Debris generated from bed leveling operations.

B. Restore navigation and access conditions within the Dock Area Footprint to a condition equal or better than pre-construction conditions.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Completion of bed leveling operations shall be based on achieving the Design Bottom Elevations across the Dock Area Footprint, as verified by comparison of Pre- and Post-Construction Surveys.

B. The Port will review survey data to confirm that sediment redistribution has been performed within the authorized Dock Area Footprint and that no disturbance has occurred outside the work limits.

4.02 PAYMENT

A. Payment for bed leveling shall be made at the Contract unit price in the Bid Schedule. Payment shall constitute full compensation for furnishing all labor, equipment, materials, and incidentals necessary to perform bed leveling operations, including setup, execution of drag bar operations, survey support, and cleanup required to complete the Work.

END OF SECTION