



**CITY OF CARLSBAD
CONTRACT DOCUMENTS**

FOR:

**Alga Norte Aquatic Center Restroom and Locker Room Repairs
CBC2023-0083**

**Project No. 4756
PWS24-2254FAC**

**1635 Faraday Ave, Carlsbad, CA 92008
Email: PWContractAdmin@carlsbadca.gov**

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Restroom & Locker Room Renovation Plans

Appendices

Appendix A; Fleet Compliance Certification

SECTION 1

00 11 10 NOTICE INVITING BIDS

1. RECEIPT OF BIDS.

The City of Carlsbad (“Agency”) will accept Bids via electronic format via the City of Carlsbad Electronic Bidding Site up to and no later than **11 a.m. on August 21, 2024** through the online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov/contracting-purchasing)) for the construction of the Work entitled:

Alga Norte Aquatic Center Restroom and Locker Room Repairs
Contract No. PWS24-2254FAC
Project No. 4756

2. DESCRIPTION OF WORK.

The Work includes the provision of all equipment, labor, materials, tools, services, transportation, permits, utilities, and all other items necessary to complete the construction of the following, as specified and shown in the Construction Documents: repair and renovate the aquatic center’s building three men’s and women’s locker room and shower areas, including the family restroom showers, and floor and wall tile assemblies; provide temporary shower and toilet facilities and utility services.

The Work Site is located at 6565 Alicante Road in the City of Carlsbad, in the County of San Diego, California.

3. COMPLETION OF WORK.

The Contract Time is established as seventy-five (75) Calendar Days. The Contract Time shall begin as specified in the Notice to Proceed.

The Engineers’ estimate for this Project is \$439,000 - \$870,000.

4. OPENING AND AWARD OF BIDS.

Agency shall consider awarding the Contract for the Project to the lowest, responsive, responsible Bidder as determined by the Agency from the base Bid alone. The Agency has the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the Bidding process.

5. PERIOD FOR AWARD.

A period of ninety (90) Calendar Days from the time of Bid opening may be required to award the Contract. No Bidder may withdraw its Bid or Bid Guarantee during this period. Bidders shall assume full responsibility for their Bid Price during this period and shall make certain that such delay does not restrict the Bid Guarantee.

6. BIDDER QUALIFICATIONS.

Bidders shall be licensed contractors pursuant to Business and Professions Code Sections 7000 *et seq.* under the classification of B: General Building as of the date of submittal of the Bid Documents and shall maintain such license until final acceptance of the Work. Additional qualifications are included in the Contract Documents.

7. PRE-BID CONFERENCE.

The Agency will conduct a mandatory Pre-Bid Conference at the Agency's office (address listed below) **on August 12, 2024, at 8:30 a.m.**

Address: 6565 Alicante Road, Carlsbad, CA 92008

Representatives of the Agency and consulting engineers and architects, if any, may be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be submitted on the online bidding portal, answered in writing, shall be sent to all Bidders present at the Pre-Bid Conference and be posted on the online bidding portal. Bids will not be accepted from any bidder who did not attend a mandatory Pre-Bid Conference.

8. OBTAINING CONTRACT DOCUMENTS.

Bidders may obtain a copy of the Contract Documents from Agency's website ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://www.carlsbadca.gov/contracting-purchasing)). To the extent required by Public Contract Code Section 20103.7, upon request from a contractor plan room service, the Agency shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. It is the responsibility of each prospective Bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a Bid. All Addenda will be posted on the online bidding portal. It is the responsibility of each prospective Bidder to check the online bidding portal on a daily basis through the close of the bidding period for any applicable Addenda. The Agency does not assume any liability or responsibility for any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on the online bidding portal may change without notice to prospective Bidders. The Contract Documents shall supersede any information posted or transmitted by the online bidding portal. No time extensions or other consideration will be given for non-receipt or other circumstance associated with the review or acquisition of Contract Documents. Bids must be submitted on the Agency's Bid Forms in the Contract Documents.

9. BID GUARANTEE AND BONDS.

Each Bid shall be accompanied by cash, a certified or cashier's check or Bid Bond secured from a surety company satisfactory to the Agency, the amount of which shall not be less than 10% of the submitted Total Bid Price, made payable to the Agency as bid security. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the

successful Bidder fails to comply within these 10 Working Days. No interest will be paid on funds deposited with the Agency.

All Bidders must upload Bidder's Bond to the online bidding portal. The original Bid Bond for the 3 apparent low Bidders must be submitted to the city within 2 Business Days of Bid opening. The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth in the Contract Documents, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer. Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by Agency to ensure its performance under the Contract.

10. PREVAILING WAGE RATES AND LABOR COMPLIANCE.

This Project is subject to prevailing wages and labor compliance per the Labor Code. To this end, Bidder shall sign and submit with its Bid the California Department of Industrial Relations (DIR) Public Works Contractor Registration Certification on the form 00 45 00 provided. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors form. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid. A copy of the prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

11. PROJECT ADMINISTRATION/QUESTIONS.

Requests for Information (RFI) or interpretations of Bid Documents during the bid period shall be submitted via Online Q&A in the online bidding portal.

The cutoff date and time to submit questions or substitution request regarding this Project via Online Q&A in the online bidding portal is **August 13, 2024, at 5 p.m. PST**. No questions will be entertained after that date.

For further information, see the online bidding portal.

END OF SECTION

00 21 10 INSTRUCTIONS TO BIDDERS

1. SECURING CONTRACT DOCUMENTS.

Bids must be submitted to the Agency on the Bid Forms which are a part of the Contract Documents for the Project. The Contract Documents may be obtained from the Agency's online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov)). Prospective bidders are encouraged to communicate with the Agency well in advance of the date and time bids are due to the Agency ("Bid Submission Deadline") to determine the availability of Contract Documents.

The Agency may also make the Contract Documents available for review at one or more plan rooms. Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Agency to obtain the required Contract Documents if they decide to submit a Bid for the Project.

Addenda will be posted on the online bidding portal. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract. Bidders are advised to verify the issuance of all Addenda and receipt of them 1 Working Day prior to bidding. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS.

At its own expense and before submitting its Bid, each Bidder shall visit the Site of the proposed Work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the Work, including but not limited to, difficulties and restrictions attending the execution of the Work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract Documents, and all other referenced documents. Each Bidder shall also determine the local conditions which may in any way affect the performance of the Work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors. Each Bidder shall also familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the Site or where Work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the Site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under California law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Section.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS.

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other parts of the Contract Documents, or discrepancies in or omissions from the Drawings and

Specifications, may promptly submit a written request for information, interpretation, clarification, or correction (“RFI”) to the Bid Administrator, the Agencies designated representative for soliciting and conducting bids on the Agencies online e-bidding portal (defined below). The Agency may not respond to RFIs submitted past the Q&A Submission Deadline. The Bidder submitting the RFI is responsible for prompt delivery to the Bid Administrator.

Responses to RFIs will be made only by duly issued written Addenda. The Agency shall not provide verbal responses to RFIs. Copies of written Addenda will be posted on the online bidding portal for each prospective Bidder who has downloaded a set of Contract Documents. The Agency will not be responsible for any other explanation or interpretations of the Drawings, Specifications or other parts of the Contract Documents. If any Prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, the Prospective Bidder must promptly notify the Agency of such error or omission.

Before award of the Contract, no addition to, modification of, or interpretation of any provision in the Contract Documents will be given by any agent, employee or contractor of the Agency except as otherwise specified in these Instructions to Bidders. No bidder may rely on verbal directions given by any agent, employee or contractor of the Agency except as specified in these Instructions to Bidders.

4. QUESTIONS.

Questions regarding this Project must be submitted through the online e-bidding portal. Questions shall be definite and certain, and shall reference applicable drawing sheets, notes, details or specification sections. The deadline to submit questions is identified in the Notice Inviting Bids. Questions received after the deadline may not be answered. Responses to questions submitted during the bidding period will be published in an Addendum and provided to those bidding on the Project no later than the date specified in the Notice Inviting Bids.

Except for the Agency’s Bid Administrator, no other members of the Agency’s staff or Board should be contacted about this procurement during the bidding process. All inquiries and comments from Prospective Bidders regarding a proposed Bid must be communicated in writing, unless otherwise instructed by the Agency. The Agency may, in its sole discretion, disqualify any Prospective Bidder who engages in any prohibited communications.

5. PRE-BID CONFERENCE.

The Notice Inviting Bids shall state whether a Pre-Bid Conference will be held and, if so, whether attendance is mandatory. Bids will not be accepted from any bidder who did not attend a Mandatory Pre-Bid Conference. The Conference will commence at the specified start time and the Site visit will begin at the conclusion of the Conference. Prospective Bidders who arrive late (five or more minutes after the Conference has started) or who do not sign the “Sign-In” or attendance sheet, may be disqualified from the bidding process.

Representatives of the Agency and its consultants, if any, will be present to the extent possible. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the

Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

A Pre-Bid Conference may include a Project Site visit. Personal Protective Equipment (PPE) is required of all Job Walk attendees. Attendees are required to wear closed toe shoes and long pants. Sleeved shirts, safety glasses (may be prescription with side shields if in process areas), safety vests and hard hats are recommended. Only those possessing such attire will be allowed on the Job Site. The Agency will not provide personal protective equipment to Job Walk attendees.

6. ADDENDA.

The Agency may revise the Contract Documents before the Bid Submission Deadline. Revisions, if any, shall be made by written Addenda. All Addenda will be posted on the online bidding portal. All Addenda issued by the Agency shall be acknowledged by the Bidder on the online bidding portal and made part of the Contract Documents. The Bidder shall acknowledge the Addenda before submitting its Bid. Bidders are responsible for the receipt of all Addenda. The Agency may reject a Bid if the Bidder fails to acknowledge all Addenda.

Pursuant to Public Contract Code Section 4104.5, if the Agency issues an Addendum which includes material changes to the Project less than 72 hours before the Bid Submission Deadline, the Agency will extend the Bid Submission Deadline by no less than 72 hours. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Submission Deadline.

7. ALTERNATE BIDS.

If alternate Bid items are called for in the Notice Inviting Bids and the Contract Documents, the time required for completion of the Work for the alternate Bid items is factored into the Contract duration and no additional Contract time will be awarded. The Agency may elect to include one or more of the alternate Bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each Bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

If the Agency utilizes alternate Bid items as described above, the Notice Inviting Bids will prescribe predetermined criteria for the Bid package selection or a selection process in which price information and Bidder identities are not revealed to the Agency before the Bid Submission Deadline.

8. COMPLETION OF BID FORMS.

Bids shall only be prepared using the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than legible and correct photocopies of those provided by the Agency are prohibited. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make

substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations from these instructions may result in the Bid being deemed non-responsive.

The following documents must be completed and properly executed including notarization, where indicated, and submitted as a part of the complete Bid Package:

1. Bid Form (00 41 00)
2. Bid Bond (00 43 10) or Bid Security (00 43 20) with check/cash
3. Proposed Subcontractors Form (00 43 30)
4. Bidder Information and Experience Form (00 43 40)
5. Non-Collusion Affidavit (00 45 10)
6. Iran Contracting Act Certification (00 45 15)
7. Public Works Contractor Registration Certification (00 45 20)
8. Certificate of Insurance (00 45 25)
9. Statement Regarding Debarment (00 45 30)
10. Disclosure of Discipline Record (00 45 35)
11. Acknowledgement of ALL Addenda on the online bidding portal.
12. Optional Escrow Agreement, as applicable (00 61 30)
13. Appendix A; Fleet Compliance Certification Form

All Bids shall be computed on the basis of the given estimated quantities of work, as indicated in the Bid, multiplied by the unit price as submitted by the Bidder.

When paper copies are submitted, all prices must be written in ink or typewritten. Changes or corrections may be crossed out and typed or written in with ink and must be initialed in ink by a person authorized to sign for the Contractor.

9. GOVERNING GENERAL PROVISIONS.

The Specifications contained in the Agency Supplemental General Provisions (00 73 00) take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "the Greenbook" latest edition and all errata. The Supplemental General Provisions address the unique conditions in the City of Carlsbad that are not addressed in the Greenbook. Therefore, if there is a conflict between the two, the Supplemental Provisions shall control over the Greenbook.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore, online or directly from the publisher. The Supplemental Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

10. MODIFICATIONS OF BIDS.

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders

shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

11. BID GUARANTEE.

Each Bid shall be accompanied by: (a) a cashier's check; or, (b) a certified check made payable to Agency; or, (c) a Bid Bond secured from a surety company satisfactory to the Board, the amount of which shall not be less than 10% of the total bid price, made payable to Agency as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security may be declared forfeited if the successful Bidder fails to enter into a contract and provide the necessary bonds and certificates of insurance. Any Bid received that does not comply with these Bid Guarantee instructions may be rejected as non-responsive, and Agency may enter into a contract with the next lowest, responsive, responsible Bidder, or may call for new Bids. No interest shall be paid on funds deposited with the Agency. Copies of Bid Bonds submitted to the Agency shall have the same force and effect as the original.

The Bidder's security of the second and third next lowest responsive Bidders may be withheld until the Contract has been fully executed. The security submitted by all other unsuccessful Bidders shall be returned to them, or deemed void, within 10 Working Days after the Contract is awarded

The proceeds of the Bidder's security may also become property of the Agency if the Bidder withdraws its Bid within 15 Calendar Days after the Bid opening date, unless otherwise required by law, including Public Contract Code Section 5100 *et. seq.*, and notwithstanding the award of the Contract to another Bidder.

The Bidder shall submit Bid Bond (00 43 10) or Bid Security (00 43 20) with properly certified check with the Bid Package.

12. LABOR & MATERIAL BOND AND PERFORMANCE & WARRANTY BOND REQUIREMENTS.

The successful Bidder shall furnish Agency with a Labor and Material Payment Bond and a Performance and Warranty Bond, each in an amount equal to 100% of the Contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120 and is admitted by the State of California, and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The Agency shall not accept personal sureties and unregistered surety companies. Each bond shall be accompanied, upon the request of Agency, with all documents required by Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Agency within 10 Working Days from the date the Agency provides the successful Bidder with the Notice of Award.

These bonds shall be kept in full force and effect during the course of this Project, and shall extend in full force and effect and be retained by the Agency until they are released as stated in the Contract. The Bonds are to be accompanied by an original, or a certified copy, of the unrevoked appointment, power of attorney, by laws, or other instrument entitling or authorizing the person who executed the bond to do so.

13. SUBSTITUTION OF SECURITY.

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Agency will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Agency will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

14. OPTIONAL ESCROW FOR SECURITY DEPOSIT.

Pursuant to applicable provisions of law (i.e., Public Contract Code Section 10263), appropriate securities may be substituted for any obligation required by these instructions or for any monies withheld by the Agency to ensure performance under the Contract. Public Contract Code Section 10263 requires monies or securities to be deposited with the Agency or a state or federally chartered bank in California as the escrow agent. The escrow agent shall maintain insurance to cover negligent acts and omissions of the agent in connection with the handling of retentions under this section in an amount not less than \$100,000 per contract.

15. INSURANCE REQUIREMENTS.

Before commencing the Work, the successful Bidder shall purchase and maintain insurance as set forth in the Agency General Conditions. If the Bid is accepted, and if requested by the Agency, Contractor shall provide Agency or preferred vendor copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Insurance Code Section 900 *et seq.* within 10 Calendar Days of the insurer's receipt of a request to submit the statements.

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the Agency the following certificate before performing the Work under the Contract:

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

The form of such, Certificate of Insurance (00 45 25), shall be submitted as a part of the Bid Package.

Insurance must be placed with insurers that:

- 1) Have a rating in the most recent Best's Key Rating Guide of at least A-:VII, or

- 2) Appear on the List of Approved Surplus Line Insurers, (“LASLI”) with a Best’s Key Rating Guide of at least A: X.
- 3) Are admitted to conduct the business of insurance in the State of California by the Insurance Commissioner.
- 4) Otherwise comply with all other aspects of City Council Policy No. 70.

Auto policies offered to meet the specification of this Contract must:

- 1) Meet the conditions stated above for all insurance companies.
- 2) Cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

Workers’ compensation insurance required under this Contract must be offered by a company meeting the above standards with the exception that the Best’s rating condition may be waived. The Agency does accept policies issued by the State Compensation Fund meeting the requirement for workers’ compensation insurance.

The Contractor shall be required to maintain insurance as specified in the Contract. Any additional cost of the insurance shall be included in the Bid price.

The award of the Contract by the Board is contingent upon the Contractor submitting the required bonds and insurance, as described in the Contract Documents, within 10 Working Days of bid opening. If the Contractor fails to comply with these requirements, the Agency may award the Contract to the second or third lowest Bidder and the bid security of the lowest Bidder may be forfeited.

16. LICENSING REQUIREMENTS.

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Bidders must possess proper licenses for performance of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the Agency shall consider any Bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the Agency shall reject the Bid. The Agency shall have the right to request, and Bidders shall provide within 10 Calendar Days, evidence satisfactory to the Agency of all valid license(s) currently held by that Bidder and each of the Bidder’s Subcontractors, before awarding the Contract.

Notwithstanding anything contained in this Contract, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

17. SUBCONTRACTORS.

Bidder shall set forth the name, address of the place of business, and contractor license number of each Subcontractor who will perform work, labor, furnish materials or render services to the bidder on the Contract. This requirement includes each Subcontractor licensed by the State of

California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one-half of one percent (0.5%) of the total Bid price. Additionally, the Bidder shall indicate the portion of the Work to be done by each Subcontractor in accordance with Public Contract Code Section 4104.

Bidder shall submit Proposed Subcontractors Form (00 43 30) with the Bid Package.

This form will be used by the Agency to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct information may result in rejection of the Bid as non-responsive. Any Bid that proposes performance of more than 50 percent of the Work by Subcontractors or performance by forces other than the Bidder's own organization will be rejected as non-responsive. Specialty items of work that may be so designated on the Proposed Subcontractors Form (00 43 30) "Contractor's Bid" will not be included in computing the percentage of work proposed to be performed by the Bidder.

Suppliers of materials from sources outside the limits of Work are not Subcontractors. The value of materials and transport of materials from sources outside the limits of Work, as shown on the plans, shall be assigned to the Contractor or the Subcontractor, as the case may be, that the Bidder proposes as installer of the materials. The value of material incorporated in any Subcontractor-installed Bid item that is supplied by the Bidder shall be included as a part of the Work that the Bidder proposes to be performed by the Subcontractor installing the item.

When the Bidder proposes to use a Subcontractor to construct or install less than 100 percent of a Bid item, the Bidder shall attach an explanation sheet to the Proposed Subcontractor Form (00 43 30). The explanation sheet shall clearly apprise the Agency of the specific facts that show the Bidder proposes to perform no less than fifty percent (50%) of the Work with its own forces.

Determination of the subcontract amounts for purposes of award of the Contract shall be determined by the Board in conformance with the provisions of the Contract Documents. The decision of the Board shall be final.

Contractor is prohibited from performing any Work on this Project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Section 1771.1 or 1777.7.

Bidders shall make copies of the disclosure forms as may be necessary to provide the required information to Subcontractors. The page number and total number of additional form pages shall be entered in the location provided on each type of form so duplicated.

18. BIDDER INFORMATION AND EXPERIENCE FORM.

Each Bidder shall complete the provided questionnaire and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The Agency may reject any Bid if an

investigation of the information submitted does not satisfy the Agency that the Bidder is qualified to properly carry out the terms of the Contract.

The Bidder shall submit Bidder Information and Experience Form (00 43 40) with the Bid Package.

19. NON-COLLUSION AFFIDAVIT.

Bidders on all public works contracts are required to submit an affidavit of non-collusion with their Bid. This form (00 45 10 Non-Collusion Affidavit) is included with the Bid Package and must be signed and dated under penalty of perjury.

20. IRAN CONTRACTING ACT OF 2010.

In accordance with Public Contract Code Section 2200 *et seq.*, the Agency requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Agency with respect to goods or services of \$1,000,000 or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Bid Package and must be signed and dated under penalty of perjury.

21. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.

Pursuant to Labor Code Section 1773, the Agency has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Diego County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages is available at the Agency and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any Subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded the Contract, the Bidder and its Subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Contract and applicable law in its Bid.

To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained in the registration certificate. Failure to submit this certificate may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors Form (00 43 30).

22. PREVAILING WAGES.

Pursuant to Labor Code Sections 1720, *et. seq.* and 1770, *et. seq.*, Contractor shall pay prevailing wages for all Work performed under the Contract. The Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which the Work will be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Agency or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project executed between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

The Agency may disqualify a Contractor or Subcontractor from participating in bidding when a Contractor or Subcontractor has been debarred by the Agency or another jurisdiction in the State of California as an irresponsible bidder.

24. SIGNING OF BIDS.

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint

venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations that the Bidder assumes under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

25. SUBMISSION OF SEALED BIDS.

Once the Bid and supporting documents have been completed and signed as set forth in these Instructions to Bidders, they shall be uploaded, along with other required materials, to the online bidding portal before the deadline for submitting bids.

At the time of Bid submission, whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the Agency, Bidders must upload an electronic Portable Document Format (PDF) copy of the Bid Guarantee to the online bidding portal. The first 3 apparent low Bidders must provide the Agency with the original Bid Guarantee within 2 Business Days after the Bid opening date.

Failure to submit the electronic version of the Bid Guarantee at time of bid submission shall cause the bid to be rejected and deemed **non-responsive**. Failure to provide the original within 2 business days may deem the bidder **non-responsive**.

Original Bid Bond shall be submitted to:

Public Works Contract Administration
Attention: Janean Hawney, Contract Administrator
1635 Faraday Avenue
Carlsbad, California, 92008

No oral or telephonic Bids will be considered. Pursuant to Public Contract Code Sections 1600 and 1601, only where expressly permitted in these Instructions to Bidders and the Notice Inviting Bids may Bidders submit their Bids via electronic transmission (the online bidding portal). Bids received after the Bid Submission Deadline will not be accepted. Agency may reject any Bid not strictly complying with Agency's designated methods for delivery.

26. OPENING OF BIDS.

Bids submitted on the online bidding portal will be reviewed by the Agency. Once the Bid Submission Deadline has passed, Bidders, proposers, the general public, and Agency staff are able to immediately see the results online. Agency shall consider award of the Contract to the lowest, responsive, responsible Bidder as determined by the Agency consistent with Section 32 below. In case of a discrepancy between the line item entries submitted in the online bidding portal and the Bid Form, the online bidding portal shall prevail. In the event of any discrepancies,

written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Bid Form.

In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item. The Agency may reject any or all Bids or waive any irregularities or informalities in any Bids or in the Bidding process.

The Bid and the terms of the Contract Documents constitute an irrevocable offer that shall remain valid and in full force for a period of 90 Calendar Days from the Bid Submission Deadline and such additional time as may be mutually agreed upon by the Agency and the Bidder.

27. WITHDRAWAL OF BID.

Any Bid may be withdrawn via written letter, incurring no penalty, at any time before the scheduled closing time for receipt of Bids. Requests to withdraw Bids shall be worded to not reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the Bid Submission Deadline, provided that resubmitted Bids are in conformance with these Instructions to Bidders.

Bids may be withdrawn after bid opening only by providing written notice to Agency within five (5) Working Days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the Agency.

28. BIDDERS INTERESTED IN MORE THAN ONE BID.

No Bidder shall be allowed to make, file or be interested in more than 1 Bid for the same work unless alternate Bids are specifically called for. If the Notice Inviting Bids provides for alternate Bids, a person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES.

Contractor and its Subcontractors performing work under the Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

30. PERMIT AND INSPECTION FEE ALLOWANCE.

Notwithstanding anything contained in these Instructions to Bidders, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency. The allowance is included within the Bid Form to eliminate the need by Bidders to research or estimate the costs of traffic control permits and construction inspection fees before submitting a Bid. The allowance is specifically intended to account for the costs of traffic control permits and construction

inspection fees charged by the Agency. No other costs payable by Contractor to the Agency are included within the allowance.

If such cost is not contained or specified in the Bid Form, the Contractor shall include the costs in the other Bid items on the Bid Form.

31. BASIS OF AWARD; BALANCED BID.

The Agency shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the total Bid price. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item.

The Agency may reject any Bid which, in its opinion when compared to other Bids received or to the Agency's internal estimates, does not accurately reflect the cost to perform the Work. The Agency may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to 1 or more particular Bid items or otherwise violates Public Contract Code Section 9203.

32. AWARD PROCESS.

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Board may award the Contract. Once notified by Agency staff, the apparent successful Bidder should begin to prepare the following documents: (1) the Labor and Materials Bond; (2) the Performance and Warranty Bond; and (3) the required insurance certificates and endorsements. Once the Agency notifies the Bidder of the award, the Bidder will have 10 Working Days from the date of this notification to execute the Contract and supply the Agency with all of the required documents and certifications or the Bidder may forfeit the Bid security and the Agency may pursue award of the Contract to the next lowest, responsive, responsible Bidder. Once the Agency receives all properly drafted and executed documents and certifications from the Bidder, the Agency shall issue a Notice to Proceed to that Bidder.

33. EXECUTION OF CONTRACT.

As required in these Instructions to Bidders, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Agency may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

34. BUSINESS LICENSE

The prime Contractor and all Subcontractors are required to have and maintain a valid City of Carlsbad Business License for the duration of the Contract.

35. PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESSES.

The Agency encourages the participation of minority and women-owned businesses.

36. USE OF RECYCLED MATERIALS

The Agency encourages Bidders, suppliers, manufacturers, fabricators and contractors to utilize recycled and recyclable materials when available, appropriate and approved by the Agency's Engineer.

37. STATUTORY REFERENCES

All references in these Instructions to Bidders (00 21 10) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time by the corresponding legislative or regulatory body.

END OF SECTION

00 41 00 BID FORM

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

CONTRACT NO.: PWS24-2254FAC

NAME OF BIDDER: _____

AGENCY: City of Carlsbad
1635 Faraday Ave
Carlsbad, CA 92008

The undersigned declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all Plans, Specifications, and Addenda, if any, for the above-mentioned Project. The undersigned has acknowledged receipt, understanding, and full consideration of ANY and ALL Addenda to the Contract Documents via the online bidding portal.

We propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE.

- Attached is the required Bid Bond (00 43 10) or Bid Security (00 43 20) in the amount of not less than 10% of the Total Bid Price.
- Attached is the completed Proposed Subcontractors form (00 43 30).
- Attached is the completed Bidder Information and Experience form (00 45 40)
- Attached is the fully executed Non-collusion Affidavit (00 45 10).
- Attached is the completed Iran Contracting Act Certification form (00 45 15).
- Attached is the completed Public Works Contractor Registration Certification form (00 45 20).
- Attached is the completed Certificate of Insurance form (00 45 25).
- Attached is the Statement of Regarding Debarment form (00 45 30)
- Attached is the Disclosure of Discipline Record (00 45 35)
- Attached is the Optional Escrow Agreement (if applicable) (00 61 30)
- Attached is the Fleet Compliance Certification Form (Appendix A)

1. BID SCHEDULE

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Agency makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Unit Price.

The City shall determine the lowest responsive bid based on the calculated sum of the line Items in Schedule "A" alone. After the low bid has been determined, the City may at its sole discretion, award the contract on Schedule "A" alone, or the sum of Schedule "A" and Schedule "B" or the sum of Schedule "A", Schedule "B", and Schedule "C".

| Schedule "A" PER GENERAL AND TECHNICAL SPECIFICATIONS AND PLANS Schedule "A" shall include all work within the area identified as Phase 1 of Attachment "A" together with all ADA improvements identified in the Phase 2A and 2B. | | | | | |
|--|---|----------|-----------------|------------|----------------|
| Item No. | Item Description | Quantity | Unit of Measure | Unit Price | Extended Total |
| A-1 | Mobilization | N/A | LS | N/A | |
| A-2 | General Provisions | N/A | LS | N/A | |
| A-3 | Division 1; General Requirements | N/A | LS | N/A | |
| A-4 | Division 2; Site Construction | N/A | LS | N/A | |
| A-5 | Division 3; Concrete | N/A | LS | N/A | |
| A-6 | Division 6; Wood and Plastics | N/A | LS | N/A | |
| A-7 | Division 7; Thermal and Moisture Protection | N/A | LS | N/A | |
| A-8 | Division 8; Doors and Windows | N/A | LS | N/A | |
| A-9 | Division 9; Finishes | N/A | LS | N/A | |
| A-10 | Division 10; Specialties | N/A | LS | N/A | |

The TOTAL BID PRICE on Bid Schedule A total of Unit Prices:

Total Bid Price in Numbers: _____

Total Bid Price in Written Form: _____

In case of discrepancy between the written price, the numerical price, or the price as submitted via the online bidding portal, the online bidding portal price shall prevail.

| Schedule "B" PER GENERAL AND TECHNICAL SPECIFICATIONS AND PLANS | | | | | |
|---|---|----------|-----------------|------------|----------------|
| Schedule "B" shall include all work within the area identified as Phase 2A of Attachment "A" excluding the ADA improvements within Phase 2A | | | | | |
| Item No. | Item Description | Quantity | Unit of Measure | Unit Price | Extended Total |
| B-1 | Mobilization | N/A | LS | N/A | |
| B-2 | General Provisions | N/A | LS | N/A | |
| B-3 | Division 1; General Requirements | N/A | LS | N/A | |
| B-4 | Division 2; Site Construction | N/A | LS | N/A | |
| B-5 | Division 3; Concrete | N/A | LS | N/A | |
| B-6 | Division 6; Wood and Plastics | N/A | LS | N/A | |
| B-7 | Division 7; Thermal and Moisture Protection | N/A | LS | N/A | |
| B-8 | Division 8; Doors and Windows | N/A | LS | N/A | |
| B-9 | Division 9; Finishes | N/A | LS | N/A | |
| B-10 | Division 10; Specialties | N/A | LS | N/A | |

The TOTAL BID PRICE on Bid Schedule B total of Unit Prices:

Total Bid Price in Numbers: _____

Total Bid Price in Written Form: _____

In case of discrepancy between the written price, the numerical price, or the price as submitted via the online bidding portal, the online bidding portal price shall prevail.

| Schedule "C" PER GENERAL AND TECHNICAL SPECIFICATIONS AND PLANS | | | | | |
|---|---|----------|-----------------|------------|----------------|
| Schedule "C" shall include all work within the area identified as Phase 2B of Attachment "A" excluding the ADA improvements within Phase 2B | | | | | |
| Item No. | Item Description | Quantity | Unit of Measure | Unit Price | Extended Total |
| C-1 | Mobilization | N/A | LS | N/A | |
| C-2 | General Provisions | N/A | LS | N/A | |
| C-3 | Division 1; General Requirements | N/A | LS | N/A | |
| C-4 | Division 2; Site Construction | N/A | LS | N/A | |
| C-5 | Division 3; Concrete | N/A | LS | N/A | |
| C-6 | Division 6; Wood and Plastics | N/A | LS | N/A | |
| C-7 | Division 7; Thermal and Moisture Protection | N/A | LS | N/A | |
| C-8 | Division 8; Doors and Windows | N/A | LS | N/A | |
| C-9 | Division 9; Finishes | N/A | LS | N/A | |
| C-10 | Division 10; Specialties | N/A | LS | N/A | |

The TOTAL BID PRICE on Bid Schedule C total of Unit Prices:

Total Bid Price in Numbers: _____

Total Bid Price in Written Form: _____

In case of discrepancy between the written price, the numerical price, or the price as submitted via the online bidding portal, the online bidding portal price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for ninety (90) Calendar Days from and after the Bid opening, or until a Contract for the Work is fully executed by the Agency and the lowest responsible Bidder, whichever is later.

The Undersigned has carefully checked all the above figures and understands that the Agency will not be responsible for any error or omission on the part of the Undersigned in preparing this Bid.

2. RECITALS

The successful Bidder agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within 10 Working Days after the Agency issues the Notice of Award to the successful Bidder.

The Undersigned agrees that in case of failure to execute the required Contract with necessary bonds and insurance policies within this time period, the Agency may pursue awarding the Contract to the next lowest responsible Bidder and the Bid Security of the lowest Bidder may be forfeited.

Upon receipt of the signed Contract and other required documents, the Agency will proceed to execute the Contract and issue a purchase order and the Notice to Proceed. The time of completion shall commence on the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within 10 Working Days of the date of the Notice to Proceed, unless otherwise specified.

The Undersigned is aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the Work of this Contract and continue to comply until the Contract is complete.

The Undersigned is aware of the provisions of Labor Code Section 1770 *et seq.* relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

The Undersigned Bidder declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California and that this statement is true and correct and has the legal effect of an affidavit. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

A Bid submitted to the Agency by a Contractor who is not licensed as a Contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the Agency. In all contracts where federal funds are involved, no Bid submitted shall be invalidated by the failure of the Bidder to be licensed in accordance with California law. However, at the time the Contract is awarded, the Contractor shall be properly licensed.

The Undersigned Bidder represents as follows:

1. That no elected or appointed official, officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this Contract, or the compensation to be paid under it; that no representation, oral or in writing, of the Agency, its officers, agents, or employees has induced Bidder to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part of this Contract by its terms; and
2. That this Bid is made without connection with any person, firm, or corporation making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

Accompanying this Bid is _____ (Cash, Certified Check, Bidder's Bond or Cashier's Check) for 10% of the amount Bid, payable to Agency as Bid Security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Contract.

Organized under the laws of the State of _____.

- an individual
- a partnership
- a corporation

(Signatures continued on next page)

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which
business is
conducted _____

2 Signature (given and
surname) of
proprietor _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street,
number, city, state,
zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

IF A PARTNERSHIP, SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which
business is
conducted _____

2 Signature (given and
surname and role)
(Note: Signature
must be made by a
general partner) _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street,
number, city, state,
zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

IF A CORPORATION, SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which business is conducted _____

2 Signature (given and surname and Title)
(Note: Signature must be made by a someone who can bind the corporation) _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street, number, city, state, zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, CFO, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Approved as to form this _____ day of _____ 20_____.

Attorney for Agency

END OF SECTION

00 43 10 BID BOND FORM

(Note: This form is not required when other form of Bidder’s Security, e.g. cash, certified check or cashier’s check, accompanies Bid. In that case, use form 00 43 20 Bid Security)

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

CONTRACT NO.: PWS24-2254FAC

NAME OF BIDDER: _____

The makers of this bond are, _____ as Principal, and _____, as Surety and are held and firmly bound unto the City of Carlsbad (“Agency”) in the penal sum of 10% OF THE TOTAL BID PRICE of the Principal submitted to the Agency for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal provides all required documents to the Agency and is awarded the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety waives notice of any such changes.

In the event a lawsuit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Agency in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

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IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

PRINCIPAL:

Executed by SURETY

(Name of Principal)

this _____ day of _____, 20____

By:

SURETY:

(sign here)

(name of Surety)

(Print name here)

(address of Surety)

(Title and Organization of Signatory)

(telephone number of Surety)

By:

(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)

Required Attachments:

- Corporate resolution showing current power of attorney.
- Proper execution by PRINCIPAL.
- Proper notarial acknowledgment of execution by SURETY.
- President or vice-president and CFO, secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.

END OF SECTION

00 43 20 BID SECURITY

(Note: This form is required when cash, certified check or cashier’s check, accompanies Bid. If Bid Bond is being provided, use form 00 43 10 Bid Bond)

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

Accompanying this proposal is a Certified / Cashier’s check payable to the order of the City of Carlsbad (“Agency”), in the sum of _____ dollars (\$ _____), this amount being 10% of the total amount of the Bid. The proceeds of this check shall become the property of the Agency, provided this proposal shall be accepted by the Agency through action of its legally constituted contracting authorities and the Undersigned shall fail to execute a Contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the Undersigned. The proceeds of this check shall also become the property of the Agency if the Undersigned shall withdraw his or her Bid within the period of 15 Calendar Days after the date set for the opening of the Bid, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

BIDDER

Required Attachments:

- Certified Check or Cashier’s Check

END OF SECTION

00 43 30 PROPOSED SUBCONTRACTORS FORM

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the Work which will be done by each Subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the Work involves the construction of streets and highways, then the Bidder shall list each Subcontractor who will perform work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a Subcontractor or if a Contractor specifies more than one Subcontractor for the same portion of Work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself. No changes in the Subcontractor's listed Work will be made without the prior approval of the Agency.

Attach additional pages as required.

(Signature of Bidder)

| Name of Subcontractor | Location of Business | CSLB Contractor License No./ Exp Date | DIR Registration Number / Exp. Date | Type of Work to be done by Subcontractor | % of Work | Amount of Work by Subcontractor in Dollars* |
|-----------------------|----------------------|---------------------------------------|-------------------------------------|--|-----------|---|
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Pursuant to Public Contract Code Section 4104, subdivision (a)(3)(A), receipt of the information preceded by an asterisk (*) may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."

END OF SECTION

00 43 40 BIDDER INFORMATION AND EXPERIENCE FORM

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

CONTRACT NO.: PWS24-2254FAC

NAME OF BIDDER: _____

1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1. Type, if Entity: _____

2. Bidder Address: _____

a. Facsimile Number _____

b. Telephone Number _____

c. Email Address _____

3. How many years has Bidder’s organization been in business as a contractor? _____

4. How many years has Bidder’s organization been in business under its present name? _____

a. Under what other or former names has Bidder’s organization operated?

5. If Bidder’s organization is a corporation, answer the following:

a. Date of Incorporation:

b. State of Incorporation:

c. President’s Name:

d. Vice-President’s Name(s):

e. Secretary’s Name:

f. Treasurer’s Name:

g. CFO’s Name:

6. If an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name and address of all partners (state whether general or limited partnership):

7. If other than a corporation or partnership, describe organization and name principals:

8. List other states in which Bidder's organization is legally qualified to do business.

9. What type of work does the Bidder normally perform with its own forces?

10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

11. Within the last 5 years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

12. List Trade References: 3 trades (project over \$100K) and 3 clients (projects over \$100K). Attach additional sheet if needed.

| | Company Name | Contact Name | Phone Number | Email Address |
|--------------------|--------------|--------------|--------------|---------------|
| Trade > \$100K | | | | |
| Trade > \$100K | | | | |
| Trade > \$100K | | | | |
| Client > \$100K | | | | |
| Client > \$100K | | | | |
| Client > \$100K | | | | |

13. List Bank References (Bank and Branch Address):

14. Name of Bonding Company and Name and Address of Agent:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate or attach additional pages if needed for listing current projects.**]

| Project Name Sub or Prime? | Description of Bidder's Work | Client Name | Completion Date | Cost of Bidder's Work |
|---------------------------------------|-------------------------------------|------------------------|----------------------------|----------------------------------|
| | | | | |
| | | | | |
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LIST OF COMPLETED PROJECTS (LAST 3 YEARS)

[**Duplicate or attach additional pages if needed for listing completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

| Project Name Sub or Prime? | Description of Bidder's Work | Client Name | Completion Date | Cost of Bidder's Work |
|---------------------------------------|-------------------------------------|------------------------|----------------------------|----------------------------------|
| | | | | |
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EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

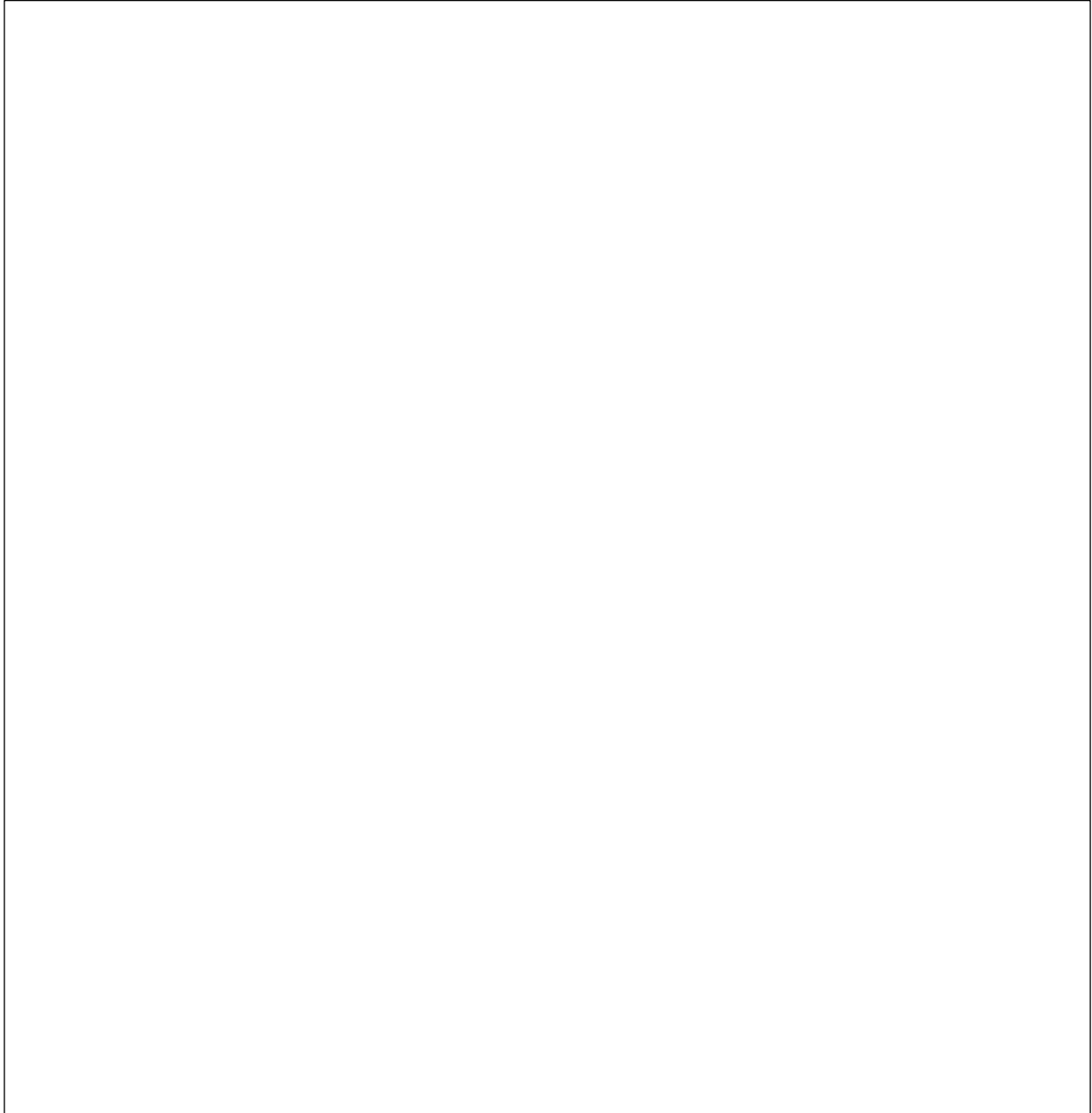
The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL key personnel. Bidder may submit a 2-page resume of each key personnel mentioned above.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Agency.

| Job Title Name % time on this Project | Specialized Education | Years of construction experience relevant to the Project | Summarize the experience |
|--|----------------------------------|---|-------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:



3. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: _____

Signature _____

Name _____

Title _____

Date _____

END OF SECTION

00 45 10 NON-COLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

Consistent with Public Contract Code Section 7106, the undersigned declares:

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

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown of it, or the contents of it, or divulged information or data relative to it, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent of these, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed _____ 20 ____ at _____ [city], _____ [state].

Signature _____

Name _____

Title _____

END OF SECTION

00 45 15 IRAN CONTRACTING ACT CERTIFICATION

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

As required by Public Contract Code Section 2204, the Contractor certifies subject to penalty of perjury that the option checked below relating to the Contractor’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - 1) identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - 2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____ Date: _____

Name: _____ Title: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for 3 years.

END OF SECTION

00 45 20 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

Pursuant to Labor Code Sections 1725.5 and 1771.1, all Contractors and Subcontractors that wish to Bid on, be listed in a Bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See [Public Works \(ca.gov\)](http://Public Works (ca.gov)) for additional information.

No Bid will be accepted, nor any Contract entered into without proof of the Contractor's and Subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Bidder further certifies:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its Contract with Subcontractors and ensure that all Subcontractors are registered at the time of Bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Signature: _____

Date: _____

Name: _____

Title: _____

END OF SECTION

00 45 25 CERTIFICATE OF INSURANCE

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

Bidder must **attach either** of the following to this page.

- Certificates of insurance showing conformance with the requirements for each of:
 - a. Comprehensive General Liability
 - b. Automobile Liability
 - c. Workers Compensation
 - d. Employer's Liability

- Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Bidder, will issue to the Bidder the required policies of insurance for Comprehensive General Liability, Automobile Liability, Workers Compensation and Employer's Liability in conformance and the required Certificates of insurance to the Agency.

END OF SECTION

00 45 30 STATEMENT REGARDING DEBARMENT

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

1. Have you or any of your Subcontractors ever been debarred as an irresponsible Bidder by another public agency in the State of California?

- YES
- NO

2. If yes, what was/were the name(s) of the public agency(ies) and what was/were the period(s) of debarment(s)? Attach additional copies of this page to accommodate more than 2 debarments.

| | |
|---------------------|---------------------|
| party debarred | party debarred |
| public agency | public agency |
| period of debarment | period of debarment |

BY CONTRACTOR:

By: _____
(sign here)

(print name/title)

Page _____ of _____ pages of this Statement Regarding Debarment form

END OF SECTION

00 45 35 DISCLOSURE OF DISCIPLINE RECORD

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within 4 years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

1. Have you ever had your contractor's license suspended or revoked by the California Contractors' State license Board 2 or more times within an 8-year period?
 - YES
 - NO

2. Has the suspension or revocation of your contractor's license ever been stayed?
 - YES
 - NO
 - N/A

3. Have any Subcontractors that you propose to perform any portion of the Work ever had their contractor's license suspended or revoked by the California Contractors' State License Board 2 or more times within an 8-year period?
 - YES
 - NO

4. Has the suspension or revocation of the license of any Subcontractors that you propose to perform any portion of the Work ever been stayed?
 - YES
 - NO
 - N/A

5. If the answer to either of 1 or 3 above is “yes,” fully identify, in each and every case, the party disciplined, the date of and violation that the disciplinary action pertains to, the nature of the violation and disciplinary action taken.

(If needed attach additional sheets to provide full disclosure.)

6. If the answer to either of 2 or 4 above is “yes,” fully identify, in each and every case, the party whose discipline was stayed, the date of and the violation that the disciplinary action pertains to, the nature of the violation and the condition (if any) upon which the disciplinary action was stayed.

(If needed attach additional sheets to provide full disclosure.)

BY CONTRACTOR:

By: _____
(sign here)

(print name and title)

END OF SECTION

00 52 00 CONTRACT

This Project No. 4756 ("Contract") is made and entered into this _____ day of _____, 20____, by and between the City of Carlsbad, California, a California municipal corporation ("Agency") and _____ ("Contractor"), whose principal place of business is _____.

The parties agree:

1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all the Work required in strict compliance with the Contract Documents for the following Project:

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

The Contractor and its surety shall be liable to the Agency for any damages arising as a result of the Contractor's failure to comply with the obligation described in this Section 1.

2. TIME OF COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Agency's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within seventy-five (75) Calendar Days from the commencement date stated in the Notice to Proceed. Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

3. CONTRACT PRICE.

The Agency shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions made in accordance with the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The Agency shall withhold retention as required by Public Contract Code Section 9203.

4. LIQUIDATED DAMAGES.

In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the Agency the sum set forth in Section 00 73 00 Supplemental General Provisions for each and every Calendar Day of delay beyond the time of completion prescribed in this Contract as Liquidated Damages and not as a penalty or forfeiture. If this sum is not paid, the Contractor agrees the Agency may deduct that amount from any money due or that may become due the

Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

5. CONTRACT DOCUMENTS.

The “Contract Documents” include the following:

- 00 11 10 Notice Inviting Bids
- 00 21 10 Instructions to Bidders
- 00 41 00 Bid Form
- 00 42 10 Bid Bond or 00 43 20 Bid Security
- 00 43 30 Proposed Subcontractors
- 00 43 40 Bidder Information and Experience
- 00 45 10 Non-Collusion Affidavit
- 00 45 15 Iran Contracting Act Certification
- 00 45 20 Public Works Contractor Registration Certification
- 00 45 30 Statement of Regarding Debarment
- 00 45 35 Disclosure of Discipline Record
- 00 52 10 Contract
- 00 61 10 Labor and Materials Bond
- 00 61 20 Faithful Performance and Warranty Bond
- 00 61 30 Optional Escrow Agreement (if applicable)
- 00 73 00 Supplemental General Provisions
- Technical Specifications for the Project
- All Addenda
- Plans and Drawings
- Permits
- 00 74 00 Supplemental Technical Provisions
- “Standard Specifications and Drawings,” as last revised
- Standard Specifications for Public Works Construction “Greenbook,” latest edition and including all errata
 - Part 1 General Provisions
 - Part 2 to Part 8 (Construction Materials, Construction Methods, Existing Improvements, Pipeline System Rehabilitation, Temporary Traffic Control, Street Lighting and Traffic Signal Systems, Landscaping and Irrigation)
- Standard Plans for Public Works Construction, latest edition and including all errata
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders

- Any other documents contained in or incorporated by reference into the Contract Documents

The Contractor shall complete the Work in strict accordance with the Contract Documents. The requirements of the various sections or documents comprising the Contract Documents are intended to be complementary. Work required by 1 of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the Labor Code and Public Contract Code which are applicable to the Work.

7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the 00 73 00 Agency Supplemental General Provisions.

8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

{signatures on following page}

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)
CONTRACTOR

City of Carlsbad, California, a California
municipal corporation

By:

By:

(sign here)

Keith Blackburn, Mayor

(print name/title)

ATTEST:

By:

(sign here)

for Sherry Freisinger, City Clerk

(print name/title)

If required by the Agency, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, the Contract must be signed by 1 corporate officer from each of the following 2 groups.

Group A
Chairman,
President, **or**
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:
CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 10 LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ("Agency") has awarded to _____ ("Principal,") a Contract for the Work described as follows: Contract No. PWS24-2254FAC, Project No. 4756, Alga Norte Aquatic Center Restroom and Locker Room Repairs (the "Project") in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated by this reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Contract providing that if Principal or any of its Subcontractors fail to pay (1) for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the Work contracted to be done, (2) for any Work or labor of any kind performed under the Contract, (3) for amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract, or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department under Unemployment Insurance Code Section 13020 or to the Franchise Tax Board under Revenue and Taxation Code Section 18663 from the wages of employees of Principal and its Subcontractors with respect to the Work or labor, the Surety on this bond will pay for the same to the extent set forth below.

NOW THEREFORE, we, Principal and _____, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ Dollars (\$ _____), for the payment of which sum being an amount equal to 100% of the total amount payable under the terms of the Contract by the Agency, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, or its Subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100; fail to pay for any materials, provisions, provender, equipment, or other supplies, used in, upon, for or about the performance of the Work contracted to be done; fail to pay for any Work or labor of any kind performed under the Contract; fail to pay amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract; or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of Principal or its Subcontractors pursuant to Unemployment Insurance Code Section 13020 or Revenue and Taxation Code Section 18663, with respect to the Work or labor, then the Surety will pay for the same, in an amount not exceeding the penal sum specified above, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in the suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses to be fixed by the court consistent with Civil Code Section 9554.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. The Surety stipulates and agrees that this bond shall not be exonerated or released from the obligation of this bond by:

1. Any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, Plans, Specifications, or agreement pertaining or relating to any scheme or Work of improvement described above, or the furnishing of labor, materials, or equipment pertaining or relating to any scheme or Work of improvement described above.
2. Any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or Work of improvement described above.
3. Any rescission or attempted rescission or attempted rescission of the Contract, agreement or bond.
4. Any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond.
5. Any fraud practiced by any person other than the claimant seeking to recover on the bond.

The Surety also stipulates and agrees that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit this bond has been given by reason of any breach of contract between the Agency and Principal or on the part of any obligee named in this bond. Finally, the Surety waives notice of any such change, extension of time, addition, alteration or modification mentioned in this bond, including but not limited to the provisions of Civil Code Sections 2819 and 2845.

If Principal is an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this bond.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this _____ day of _____, 20____.

Executed by SURETY this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

(name of Contractor)

(name of Surety)

By: _____
(sign here)

(address of Surety)

(print name here)

(telephone number of Surety)

(title and organization of signatory)

By: _____
(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)
(attach corporate resolution showing current power of attorney)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president and secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 20 FAITHFUL PERFORMANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ("Agency") has awarded to _____ ("Principal,") a Contract for the Work described as follows: Contract No. PWS24-2254FAC, Project No. 4756, Alga Norte Aquatic Center Restroom and Locker Room Repairs (the "Project") in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated by this reference; and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, ("Contract Documents"), the terms and conditions of which are incorporated by reference; and

WHEREAS, the Principal is required by the Contract Documents to perform the terms of them and to furnish a bond for the faithful performance and warranty of the Contract Documents.

NOW THEREFORE, we, _____ Principal, and _____, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ dollars (\$ _____), which is equal to 100% of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration of the Contract Documents made as provided in the Contract Documents, on its part, to be kept and performed at the time and in the manner specified in the Contract Documents, and in all respects according to their true intent and meaning; and shall indemnify and save harmless the Agency, its Board, members of the Board, officers, directors, managers, employees, agents, and authorized volunteers, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured by this bond and in addition to the face amount specified in this bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Work unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 1 year after the acceptance of the Work by the Agency. During this 1-year period, if Contractor fails to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss

or damage resulting from or caused by defective materials or faulty workmanship in connection with Contractor's Work on the Project, the obligations of Surety under this bond shall continue so long as any obligation of Principal remains to the Agency. Nothing in this bond shall limit the Agency's rights or the Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, Code of Civil Procedure Section 337.15.

Whenever Principal shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the Agency, and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.
Or
- iii. Permit the Agency to complete the Project in any manner consistent with Applicable Law and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project, nor shall Surety accept a bid from Principal for completion of the Project, if the Agency, when declaring the Principal in default, notifies Surety of the Agency's objection to Principal's further participation in the completion of the Project.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed under the Contract Documents shall in any way affect Surety's obligations on this bond, and Surety waives

notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

If Principal is an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this bond.

This faithful performance and warranty surety bond may be approved as to form by the City Attorney for the Agency in counterpart, and the counterparts shall all constitute a single, original instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this _____ day of _____, 20__.

Executed by SURETY this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

(name of Contractor)

(name of Surety)

By: _____
(sign here)

(address of Surety)

(print name here)

(telephone number of Surety)

(title and organization of signatory)

By: _____
(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)

(attach corporate resolution showing current power of attorney)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president **and** secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 30 OPTIONAL ESCROW AGREEMENT

NAME OF PROJECT: Alga Norte Aquatic Center Restroom and Locker Room Repairs

NAME OF BIDDER: _____

This Escrow Agreement is made and entered into by and between the City of Carlsbad California, ("Agency"), whose address is 1200 Carlsbad Village Drive, Carlsbad, CA 92008 ("Contractor") and _____ whose address is _____ ("Escrow Agent").

Agency, Contractor and Escrow Agent agree as follows:

1. Pursuant Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction contract entered into between Agency and Contractor for the Alga Norte Aquatic Center Restroom and Locker Room Repairs in the amount of _____ dated _____ ("Contract"). Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within 10 Calendar Days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in Agency's name and shall designate Contractor as the beneficial owner.
2. Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Agency makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The 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 Agency 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 Agency. These expenses and payment terms shall be determined by Agency, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Agency.
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 Agency to Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon 7 Calendar Days' written notice to Escrow Agent from Agency of a default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Agency.
8. Upon receipt of written notification from the Agency certifying that the Work required by 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 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 the written notifications from Agency and Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notices or to receive written notice on behalf of Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For Agency (Finance Director) Title _____

Name _____

Signature _____

Address _____

For Contractor Title _____

Name _____

Signature _____

Address

For Escrow
Agent

Title

Name

Signature

Address

At the time the Escrow Account is opened, Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

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

For Agency

Title

Name

Signature

Address

For Contractor

Title

Name

Signature

Address

For Escrow
Agent

Title

Name

Signature

Address

APPROVED AS TO FORM:
CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 73 00 AGENCY SUPPLEMENTAL GENERAL PROVISIONS

INTRODUCTION

The specifications contained in this 00 73 00 Agency Supplemental General Provisions take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "The Greenbook," latest edition and all errata. This specification addresses the unique conditions in Carlsbad that are not addressed in The Greenbook. Therefore, if there is a conflict, these specifications shall control.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore or directly from the publisher. These Supplemental General Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

When used in the Contract Documents, statements, or command phrases (active voice and imperative mood) refer to and are directed at the "Bidder" or "Contractor" as applicable. The specifications are written to the "Bidder" before award and the "Contractor" after award. Before award, interpret sentences written in the imperative mood as starting with "The Bidder shall." Interpret the term "you" as "the Bidder" and interpret the term "your" as "the Bidder's." After award, interpret sentences written in the imperative mood starting with "The Contractor shall." Interpret the term "you" as "the Contractor" and interpret the term "your" as "the Contractor's."

PART 1 GENERAL PROVISIONS

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

GENERAL

ADD the following:

1. The word "provide" shall mean "furnish and install," unless otherwise stated.
2. In reference to Drawings, where words "shown," "indicated," "detailed," "noted," "scheduled," or words of similar import are used, it shall be understood that reference is made to the Plans accompanying these provisions, unless stated otherwise.
3. Where the words "equal," "approved equal," "equivalent," and words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the Engineer," unless otherwise stated.
4. The word "perform" shall be understood to mean that the Contractor, at its expense, shall "perform all operations and furnish labor, tools and equipment," and further, "furnish and install materials that are indicated, specified or required" shall be understood to mean that the Contractor, at its expense, shall "furnish and install the Work, complete in place and ready to use, including furnishing of necessary labor, materials, tools, equipment, and transportation."
5. Where words "directed," "designated," "selected," or words of similar import are used, it shall be understood that the direction, designation, or selection of the Engineer is intended, unless stated otherwise. The word "required" and words of similar import shall

be understood to mean “as required to properly complete the Work as required and as approved by the Engineer,” unless stated otherwise.

Where the words “approved,” “approval,” “acceptance,” or words of similar import are used, it shall be understood that the approval, acceptance, or similar import of the Engineer is intended.

TERMS AND DEFINITIONS

Where applicable ADD/REPLACE the following:

1. **Agency** - The City of Carlsbad or the Carlsbad Municipal Water District, the owner of the Project.
2. **Agency Approval** - Except where stated in this Contract to the contrary, the phrases “Agency approval,” and “Agency’s written approval” or such similar phrases shall mean approval by the City Manager for the City of Carlsbad or the Executive Manager for the Carlsbad Municipal Water District, which approval shall not be unreasonably withheld.
3. **Agency Forces** – City of Carlsbad or Carlsbad Municipal Water District employees who perform construction work.
4. **Agency Supplement** - 00 73 00 Agency Supplemental General Provisions; and 00 74 00 Agency Supplemental Technical Provisions.
5. **Allowance (AL)** - Payment under Allowance Bid items, denoted as “AL,” shall be based on the actual expenditures and for pre-authorized items of the Work in accordance with the Contract Documents. The unused portions of the Allowances shall revert to the Agency upon acceptance of the Project or Work.
6. **Apparent Low Bidder** - The Bidder whose Bid having been publicly opened, initially meets the material requirements of the Bid Documents and whose Bid price is the lowest received.
7. **Applicable Laws** - Laws, statutes, ordinances, rules, orders, and regulations of governmental authorities and courts having jurisdiction over the Project.
8. **As-Builts** - The CADD drawings prepared from the approved Red-lines for record keeping purposes.
9. **Award of Contract (Award)** - The date on which the Board or designee executes the Contract.
10. **Bid** - Any proposal submitted to the Agency in competitive bidding for the construction, alteration, repair, or improvement of any structure, building, road or other improvement of any kind.
11. **Bid Administrator** – The City’s designated representative for soliciting and conducting bids on the City’s online bidding portal.
12. **Board** – The officer or body constituting the awarding authority of the Agency, which is the City Council for the City of Carlsbad or the Board of Directors for the Carlsbad Municipal Water District.
13. **Board of Directors for the Carlsbad Municipal Water District** – The legislative body that governs the Carlsbad Municipal Water District and has the authority to pass ordinances and appropriate funds.
14. **Business Day** - See Working Day.

15. **Calendar Day** – Every day on the calendar, including weekends and holidays.
16. **City** - The term “City” or “the City” means, City of Carlsbad. See also Agency.
17. **City Council** - The legislative body that governs the City of Carlsbad and has the authority to pass ordinances and appropriate funds.
18. **City Engineer** - The term “City Engineer” is defined as the Transportation Director, or designee, and is the person authorized to perform the functions of the City Engineer as defined in Government Code Section 66416.5. The City Engineer is the City's "duly authorized officer" for the purposes of Public Contract Code Sections 4107 and 4107.5.
19. **City Manager** – The appointed official who directs the administration of the City of Carlsbad.
20. **Construction Documents** - Plans and details, including Plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project.
21. **Construction Manager** – The City’s Consultant Project Inspector and the Engineer’s designated representative for the first level of appeal for informal dispute resolution. Contractor to review all work progress, monthly payment applications, monthly schedule updates and project documentation (e.g., submittals, RFI’s, etc.) with the Construction Manager.
22. **Construction Work** - The portion of the Work to construct the Project as set forth in the Contract Documents in conformance with 2-1, “WORK TO BE DONE.”
23. **Contract** – The written agreement between the Agency and the Contractor covering the Work.
24. **Contract Documents** - Contract Documents include the following: The signed Contract, Addenda, Notice Inviting Bids, funding agency provisions, Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, Permits, CEQA documents, Standard Specifications (the “Greenbook”), Agency Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications, and Change Orders. Contract Documents, when applicable, shall also include Site and Coastal development permits, NEPA documents, re-vegetation plans, biological letters or technical reports, habitat mitigation plans, storm water documents, and local, state, and federal resource agency permits.
25. **Contract Time** - The number of Working Days to complete the Work as specified in the Contract Documents.
26. **Contractor** – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of Work being done under permit issued by the Agency, the permittee shall be constructed to be the Contractor. The term “prime contractor” shall mean Contractor.
27. **Critical Path** – In the Construction Schedule, the sequence of activities that represents the longest path through the Project network of activities and the shortest possible Project duration.

28. **Days** – Days shall mean consecutive calendar days unless otherwise specified in this Contract.
29. **Defective Work** - Work that does not conform to the Contract Documents.
30. **Delay Factor** - The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the Contractor’s non-operating costs in an 8-hour day. If payment is made for equipment on an excusable delay, it is limited to 8 hours per day or 40 hours per week maximum.
31. **Dispute Board** – Persons designated by the City Manager of the City of Carlsbad or Executive Manager of the Carlsbad Municipal Water District, to hear and advise the City Manager or Executive Manager on claims submitted by the Contractor. The City Manager for the City of Carlsbad or the Executive Manager for the Carlsbad Municipal Water District is the last appeal level for informal dispute resolution.
32. **Drawings** - See Plans.
33. **D-size Sheet** - “D” size paper for engineering design applications refers to 22” x 34” paper.
34. **Engineer** - The Deputy City Manager, Public Works of the City of Carlsbad acting either directly or through designated representatives and the third level of appeal for informal dispute resolution.
35. **Engineer of Record/Design Engineer** – A registered Professional Engineer licensed in the State of California who is qualified to act as an agent of a Project Owner or to prepare Plans for facilities to be accepted by the City of Carlsbad or the Carlsbad Municipal Water District. The term includes persons licensed in the State of California as Civil Engineers or Structural Engineers, as well as other licensed professionals like Architects and Landscape Architects.
36. **Engineering Manager** – For this project, this capacity will be served by the Public Works Manager.
37. **Executive Manager** – The appointed official who directs the administration of the Carlsbad Municipal Water District.
38. **Field Book** - The Agency field maps showing sewer and water facilities.
39. **Field Order** - A Field Order is a written agreement by the Engineer to compensate the Contractor for work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS.” A Field Order does not change the Contract Price or Contract Time or the intent of the Contract. The unused portions of the Field Orders shall revert to the Agency upon acceptance of the Work.
40. **Final Environmental Document** - The CEQA and/or NEPA document issued for the Project, such as certified environmental impact reports, mitigated negative declarations (MNDs), negative declarations, or exemptions.
41. **Final Payment** - The last payment for the Contract made to the Contractor, excluding Retention.
42. **Fleet & Facilities Project Manager** – The Project Manager with the Fleet & Facilities Division and the Construction Manager’s immediate supervisor and designated representative for the second level of appeal for informal dispute resolution.
43. **Float** – The number of days by which an activity in the Construction Schedule may be delayed from either its earliest start date or earliest completion date without extending

the Contract Time (total float). Total float belongs to the Project and to any Party to accommodate changes in the Work or to mitigate the effect of events which may delay completion.

45. **Holiday** - Holidays observed by the Agency are listed below:

| Holiday | Observed On |
|-------------------------|---|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| Presidents' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Indigenous Peoples' Day | 2 nd Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4 th Thursday/Friday in November |
| Christmas Day | December 25 |

If any Holiday listed falls on a Saturday, the Saturday and the preceding Friday are both legal Holidays. If the Holiday falls on a Sunday, both Sunday and the following Monday shall be legal Holidays. **Unless specified otherwise in the Contract Documents or authorized by the Engineer**, do not work on Holidays.

- 46. **Limited Notice to Proceed (LNTP)** - A written notice given from the Agency that authorizes the Contractor to start a limited amount of work that, as described in the notice, is not Construction Work.
- 47. **Minor Bid Item** – a single contract item constituting less than 10 percent (10%) of the original Contract Price bid.
- 48. **Night Work** - See Working Night.
- 49. **Normal Working Hours** - Unless specified otherwise, Normal Working Hours core periods shall be 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and Agency Holidays are excluded. For Traffic Control Permits, Normal Working Hours are defined as 8:30 AM to 3:30 PM, unless specified otherwise.
- 50. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Work has been completed and accepted by the Agency.
- 51. **Notice to Proceed (NTP)** – A written notice to proceed with the work of the contract as mutually agreed in the Preconstruction Meeting.
- 52. **Party or Parties** - The Agency, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to the Contract.
- 53. **Plans** – The drawings, profiles, cross sections, Standard Plans, working drawings, and shop drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions or details of the Work.
- 54. **Prime Contractor** - See Contractor.

55. **Project Site (Site)** - Areas where the Work is performed pursuant to the Contract.
56. **Public Works Manager** – The Public Works Manager of the Fleet & Facilities Division and the Facilities Engineering Project Manager’s immediate supervisor and designated representative for the third level of appeal for informal dispute resolution.
57. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when the Contractor considers that the Work and Services are complete.
58. **Quality Control Standards and Procedures** - The standards and procedures that are stated in a written manual that can be furnished to the Engineer upon request. The standards and procedures are followed by the Supplier in the production of materials supplied for the Work Site.
59. **Red-lines** - Plans with annotations of changes made during construction to reflect the actual improvements or facilities built during construction whether concealed or visible.
60. **Retention** - The amount withheld from the money due to the Contractor in accordance with 7-3.2, “PARTIAL AND FINAL PAYMENT.”
61. **Samples** - Physical examples of the materials, equipment, or workmanship specified or required and which conform with the standards and specifications in the Contract Documents and by which the Work shall be evaluated.
62. **Schedule** - A Critical Path Method (CPM) schedule of construction activities and their durations to be performed during the Contract Time and prepared by the Contractor in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK,” and accepted by the Engineer.
63. **Scope of Work (SOW)** - Labor, materials, equipment, facilities, and services required to be performed or provided by the Contractor to complete the entire Project or the various separately identifiable parts of the Project pursuant to the provisions of the Contract Documents.
64. **Services** - Work performed in connection with the layout, construction, testing, inspection, and commissioning of the Work or administration of the Contract and which may include professional services such as engineering, surveying, construction management and legal services that are required in accordance with the Contract Documents. Services are incidental to the Work.
65. **Separate Contractors** - Those individuals or entities that have entered into arrangements with the Agency for the provision of labor, materials, or other services in connection with the Project who are not under contract with the Contractor.
66. **Signal Pre-Check** - The procedure that the City uses to evaluate traffic signal systems prior to Signal Turn-On and generating a Punchlist.
67. **Signal Turn-On** - The day the City activates new traffic signals.
68. **Supplemental Provisions** – See Agency Supplement.
69. **Tonne** – Also referred to as “metric ton.” Represents a unit of measure in the International System of Units equal to 1,000 kilograms.
70. **Walk-through** - The procedure the Agency uses to evaluate the status of the Project and to generate a Punchlist prior to acceptance of the Work.
71. **Work** – All labor, materials, equipment, tools, and services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially

completed, provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

72. **Working Day** - Any day within the period between the start of the Contract time as defined in Section 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:
- Saturday;
 - Sunday;
 - any day designated as a holiday by the Agency;
 - any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association;
 - any day the Contractor is prevented from working at the beginning of the workday for cause as defined in Section 6-6.1; or
 - any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1.
73. **Working Night (Night Work)** - A period of nighttime work, allowed only on Sunday through Thursday, excluding Holidays.
74. **Work Site** - See Project Site (Site).

ABBREVIATIONS

1-3.2 Common Usage.

ADD the following:

| | |
|-----------------|--|
| AML | Approved Material List |
| CADD | Computer Aided Design and Drafting |
| CA MUTCD | California Manual on Uniform Traffic Control Devices |
| CCT | Correlated Color Temperature |
| CEQA | California Environmental Quality Act. |
| CFR | Code of Federal Regulations |
| CGP | Construction General Permit |
| CIPM | Cured-In-Place-Manhole |
| CL | Centerline |
| CMS | Content Management System Database |
| CNC | Computer Numerical Control |
| CRI | Color Rendering Index |
| CSA | Canadian Standards Association |
| DBE | Disadvantaged Business Enterprise |
| DCE | Data Computer Equipment |
| DG | Decomposed Granite |
| DVBE | Disabled Veteran Business Enterprise |
| DWT | Detectable Warning Tiles |
| EOW | Engineer of Work |

| | |
|----------------|---|
| ESL | Environmentally Sensitive Lands |
| ESO | Electrical Service Orders |
| FRP | Fiberglass Reinforced Plastic |
| GFE | Good Faith Effort |
| GMT | Greenwich Mean Time |
| GPS | Global Positioning System |
| IDA | International Dark Sky Association |
| IP | Ingress Protection |
| LCD | Liquid Crystal Display |
| LD | Laser Diode |
| LER | Luminaire Efficiency Rating |
| MBE | Minority Business Enterprise |
| MDFT | Minimum Dry Film Thickness |
| MHPA | Multiple Habitat Planning Area |
| MH | Manhole |
| MIL | Military |
| MJ | Mechanical Joint |
| M&M | Maintenance and Monitoring |
| MMC | Mitigation and Monitoring Coordination |
| MOV | Metal Oxide Varistor |
| NA | Numerical Aperture |
| NC | Not Connected, Normally Closed |
| NEPA | National Environmental Policy Act of 1969 |
| NEXT | Near End Crosstalk |
| NCHRP | National Cooperative Highway Research Program |
| NOC | Notice of Completion |
| NPDES | National Pollutant Discharge Elimination System |
| NTP | Notice to Proceed |
| OC | On Center |
| ODP | Open Drip Proof |
| OFNR | Optical Fiber Nonconductive Riser |
| OTDR | Optical Time Domain Reflectometer |
| PB | Pull Box |
| PCMS | Portable Changeable Message Signs |
| PCU | Photoelectric Control Unit |
| PEP | Plant Establishment Period |
| PIC | Polyethylene Insulated Cable |
| PL | Property Line |
| RFP | Request for Proposal |
| RFI | Request for Information |
| RPMS | Rubber Polymer Modified Slurry |
| SIC | Standard Industry Classification |
| SMS | Short Message Service |
| SMTP | Simple Mail Transfer Protocol |

| | |
|-------------|--|
| SOW | Statement of Work, Scope of Work |
| SOV | Schedule of Values |
| SPDT | Single Pole Double Throw |
| SSD | Surge Suppression Devices |
| TDR | Time Domain Reflectometer |
| TEES | Transportation Electrical Equipment Specifications |
| TFFN | Thermoplastic Flexible Fixture Wire Nylon Jacketed |
| TIG | Tungsten Inert Gas |
| UF | Underground Feeder |
| UPRR | Union Pacific Railroad Company |
| VAC | Volts AC |
| VPC | Vitrified Polymer Composite |
| WBE | Women Business Enterprise |

1-3.3 Institutions.

ADD the following:

| | |
|----------------|---|
| AMTRACK | American Track National Railroad Passenger Corp. |
| ANSI | American National Standards Institute |
| AASHTO | American Association of State Highway and Transportation Officials |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| API | American Petroleum Institute |
| AREA | American Railway Engineering Association |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preservers Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BNSF | Burlington Northern Santa Fe Railway |
| DSD | Development Services Department |
| FHWA | Federal Highway Administration |
| GRI | Geosynthetic Research Institute |
| IPCEA | Insulated Power Cable Engineers Association |
| IES | Illuminating Engineering Society (Photometric Data) |
| ISO | International Organization for Standardization |
| MTS | San Diego Metropolitan Transit System |
| NACE | National Association of Corrosion Engineers |
| NAFP | National Association of Pipe Fabricators |
| NCTD | North County Transit District |
| NEMA | National Electrical Manufacturers Association |
| NOAA | National Oceanic and Atmospheric Administration (Dept. of Commerce) |
| NFPA | National Fire Protection Association |
| PCI | Prestressed Concrete Institute |
| SANDAG | San Diego Association of Governments |

| | |
|------------------|--------------------------------------|
| SD&AE | San Diego & Arizona Eastern Railroad |
| SDTI | San Diego Trolley, Inc. |
| UL | Underwriters' Laboratories Inc. |
| USGS | United States Geological Survey |
| UPRR | Union Pacific Railroad Company |

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 Subcontractor Listing.

ADD the following:

Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The use of Subcontractors in no way relieves the Contractor of any obligations or responsibilities under the Contract.

The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in Section 4104:

“(a) The name and location of the place of business of each Subcontractor who will perform Work or Labor or render service to the prime Contractor in or about the construction of the Work or improvements, or a Subcontractor licensed by the State of California who, under Subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime Contractor’s total Bid, or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime Contractor’s total Bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the Work which will be done by each such Subcontractor under this act. The prime Contractor shall list only one Subcontractor for each such portion as is defined by the prime Contractor in his Bid.”

If the Contractor fails to specify a Subcontractor or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the

Contractor a penalty in an amount of not more than 10 percent of the Subcontract involved, after a public hearing.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1-7.1 Standard Contract Provisions.

1-7.1.1 Successor's Obligations.

All grants, covenants, provisions and claims, rights, powers, privileges and abilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor, the Agency, and the Contractor's and the Agency's respective heirs, executors, administrators, successors, and assigns.

1-7.1.2 Waiver of Legal Rights.

1. The Agency's failure to insist, in any 1 or more instances, upon the performance of any provision of the Contract, or to exercise any right therein, shall not be construed as a waiver or relinquishment of such provisions or rights.
2. Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
3. Any waiver the Agency issues to any provision of the Contract shall only be effective if it is agreed upon in writing by the Agency and if it is specific to the matter concerned.

1-7.1.3 Requests for Information (RFI).

1. Inquiries from the Contractor seeking clarification of the requirements of the Contract Documents shall be submitted in writing to the Agency as a Request for Information (RFI).

1-7.1.4 Assignment to Awarding Body.

1. In accordance with subdivision (b) of Public Contract Code Section 7103.5, the Contractor and the Contractor's Subcontractors shall conform to the following requirements:
 - a. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or the Contractor's Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
 - b. This assignment shall be made and become effective at the time the awarding body tenders to the Contractor, without further acknowledgment by the Parties.

1-7.2 Contract Bonds.

ADD the following:

1. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety, who is authorized to issue bonds in California, and whose bonding limitation shown in the circular is enough to provide bonds in the amount required by the Contract shall be deemed approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all documents enumerated in Code of Civil Procedure Section 995.660 (a). The Bidder shall pay all bond premiums, costs, and incidentals.
2. Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.
3. The faithful performance/warranty bond will be reduced to 25 percent of the original amount 30 Calendar Days after recordation of the Notice of Completion and will remain in full force and effect for the 1-year warranty period and until all warranty repairs are completed to the satisfaction of the Engineer. The bond to secure payment of laborers and materials suppliers shall be released 6 months plus 30 Calendar Days after recordation of the Notice of Completion if all claims have been paid.
4. All bonds are to be placed with a Surety insurance carrier admitted and authorized to transact the business of insurance in California and whose assets exceed its liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to contain the following documents:
 - a. An original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
 - b. A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.
5. If the Bid is accepted, the Agency may require a financial statement of the assets and liabilities of the Surety for the quarter calendar year preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Corporations Code Section 173. In the case of a foreign Surety, the financial statement may be verified by the oath of the principal officer or manager residing within the United States.
6. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, immediately notify the Engineer; and immediately substitute another bond and Surety acceptable to the Agency.
7. The Contractor shall require the Surety to mail its standard "Bond Status" form to the Agency.

ADD 1-7.2.1 Payment.

1. If enumerated in the Contract Documents, the Bid item for "Bonds (Payment and Performance)" includes full compensation for actual costs of payment and performance bonds. The Contractor may submit a request for payment of actual invoiced costs up to the Bid amount, but not to exceed 2.5% of the Contract Price, no less than 10 Working Days after the award of the Contract.
2. If enumerated in the Contract Documents, if the Bid item for "Bonds (Payment and Performance)" exceeds actual invoiced costs, any such differential amount up to the Bid amount shall be paid as a part of the Final Payment.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

ADD the following:

1. Where approval or acceptance by the Agency is required, only a general approval is required. However, such approval does not relieve the Contractor from the Contractor's responsibility for complying with all applicable laws, codes, and best industry practices. Contractor has its obligation to fulfill all conditions of the Contract.
2. In accordance with the provisions of California Law, the Contractor shall possess or require the Contractor's Subcontractor(s) to possess valid appropriate license(s) for the Work being performed as conveyed in the Bidding Documents.

2-2 PERMITS

DELETE in its entirety and SUBSTITUTE with the following:

2-2 PERMITS, FEES, AND NOTICES

1. The Contractor shall obtain and pay for all business taxes, business licenses, permits, and fees required for constructing the Project and licenses and inspections necessary for the proper execution and completion of the Work, unless specified otherwise in the Contract Documents.
 - a. To the extent that there is a change in the type or cost of any of such permits, fees, licenses, or inspection occurring after Award of Contract, there shall be an equitable adjustment in the Contract Price on account of such change under the Extra Work provisions.
 - b. The Contractor shall comply with and give notices required by applicable laws. The Contractor is not entitled to damages or additional payment for delays attributable to the acquisition of permits.
 - c. The Contractor shall pay the Agency for regulatory fees, fines, or penalties imposed on the Agency arising from the Contractor's failure to complete the Work in accordance with the Contract Documents.
2. Contractor shall not begin work until all permit's incidental to the Work are obtained. This includes, and is not limited to, encroachment, right-of-way, grading and building permits necessary to perform Work for this Contract on Agency property, streets, or other rights-of-way. Permits for night work, overload, blasting, demolition, and disposal of all materials removed from the Project are also Contractor's responsibility.
3. The Contractor shall obtain and pay for all permits for the disposal of all materials removed from the Project. The cost of the permit(s) shall be included in the price Bid for the appropriate Bid item and the Agency shall not pay additional compensation for Contractor to obtain such permits.
4. Permits shall be maintained in valid status until acceptance of the Work by the Agency.

2-2.1 Building Permits.

1. The Contractor shall obtain the required building permits from Agency's permitting departments. The plans have been reviewed by the City of Carlsbad for code compliance and

a permit is pending issuance, permit number CBC 2023-0083. Any prior approval obtained for the Plans shall not in any way waive this requirement.

2. Request inspections in accordance with the building codes in effect on the permitted Plans and by City's Development Services Department, Building Division or Construction Management and Inspection Department. Any Work performed without the benefit of the required permit and subsequent inspection shall be removed and replaced at the discretion of the City Building Inspector at no additional cost.
3. The payment for procuring Building Permits shall be included in the Allowance Bid item for "Building Permits." If no such Bid item is included in the Bid Schedule, payment shall be included in the various Bid items and no additional payment shall be made.

2-2.2 Caltrans Encroachment Permit. (This section not used)

2-3 RIGHT-OF-WAY

ADD the following:

1. The Contractor shall coordinate access to private property with the property owners and the timing of accessing private property when the Agency has already obtained rights of entry. Unless otherwise provided, the Contractor shall coordinate, pay for, and assume all responsibility for acquiring using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions. The Contractor shall protect any private and public improvements.

2-4 COOPERATION AND COLLATERAL WORK

ADD the following:

1. The Contractor shall coordinate and cooperate with all the utility companies during the relocation or construction of their lines. The Contractor may be granted a time extension if, in the opinion of the Engineer, a delay is caused by the utility company. No additional compensation will be made to the Contractor for any such delay.
2. If work to be performed by the Agency or its separate Contractors is not shown or specified in the Contract Documents, the Engineer shall notify the Contractor in writing 10 Working Days prior to the start of such work and make available Plans or Specifications for work to be performed by others that may be pertinent to Contractor's Work. If Contractor determines that the work to be performed by the Agency or its separate Contractors may interfere with or cause damage or delays to Contractor's Work, notify the Engineer in writing within 3 Working Days of the Engineer's notice. The Contractor shall diligently pursue with the Engineer resolution of potential conflicts with the work of others.
3. The Contractor shall prepare and submit to the Engineer for approval a plan and schedule to integrate the work of Contractor or its Subcontractors, Agency or the work of others. The plan shall conform to the tasks identified in the Construction Schedule and identify additional tasks as necessary and the sequencing of interrelated activities.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services.

ADD the following:

1. The Contractor shall furnish, install, maintain, and remove all temporary utility services, such as light, power, electrical, gas, and water, at its own expense for construction and maintenance activities until acceptance of Work. These include piping, wiring, lamps, and other equipment necessary for the Work.
2. The Contractor shall obtain a construction meter for water used for the construction, testing, disinfection and flushing of new water or sewer facilities, vegetation establishment and maintenance, site maintenance, landscaping, cleanup, and all other work requiring water. The Contractor shall contact the water agency that serves the Project Site for requirements.
3. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter, and any, and all, other charges, deposits and/or fees. The costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

ADD the following:

1. Any plan or method of work suggested to the Contractor by the Agency, but not specified or required by the Contract or Change Order, which is adopted or followed by the Contractor in whole or in part shall be done at the Contractor's sole risk and responsibility.
2. The Contract Price is not subject to adjustment for any type of tax increases after the Award.

ADD the following: 2-6.1 Cost Reduction Proposal.

1. The Contractor may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.
2. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, quality, desired appearance, or design and safety standards.
3. The following information must be included in the cost reduction proposal:
 - a. A description of both the existing Contract requirements for performing the Work and the proposed changes.
 - b. An itemization of the Contract requirements that shall be changed if the proposal is adopted.
 - c. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
 - d. A statement of the time within which the Engineer shall act on the cost reduction proposal.
 - e. The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.

4. This subsection does not require the Engineer to consider any cost reduction proposal. The Agency shall not be liable to the Contractor for not approving or acting upon any cost reduction proposal the Contractor submitted nor for any delays to the Work attributable to the cost reduction proposal.
5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the Agency after the advertisement and prior to Award of the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this subsection.
6. The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued.
7. The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the Agency has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.
8. The Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the Contractor's cost reduction proposal. When this is required, the Contractor shall indicate the Contractor's acceptance in writing allowing the Agency to deduct amounts payable to the Contractor.
9. If the Engineer accepts the Contractor's cost reduction proposal in whole or in part, the Engineer shall issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect. If the Engineer's approval is conditional, the Change Order shall include any conditions upon which the Engineer's approval is based.
10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the Agency with 50% of estimated net savings amount.
11. The Contract Time shall not be extended by the acceptance of the cost reduction proposal and the performance of the Work unless specified otherwise in the Change Order.
12. The amount specified as payable to the Contractor in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
13. The Agency expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Agency when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.
14. The cost reduction proposals identical or similar to previously submitted proposals shall be eligible for consideration and compensation under the provisions of this subsection if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Agency.
15. Subject to the provisions contained in the Contract, the Agency or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

16. The Contractor shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal work.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

ADD the following:

1. The Agency may change the Plans, Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.
2. Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in Contract Time of completion, and when negotiated prices are involved, and shall provide for the Contractor's signature indicating acceptance.
3. Unless expressly set forth in writing in a Change Order signed by the Agency and the Contractor, changes initiated by the Agency shall not be construed as the Agency directing the Contractor's means-and-methods in the execution of the Work.

2-7.2 Payment-Contract Unit Prices.

1. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the Work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.
2. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 50 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity by more than 50 percent, payment will be made per Section 2-7.3 or 2-7.4 as appropriate.
3. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the Work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per Section 2-7.6.

2-7.3 Payment – Increases of More than 50 Percent.

1. Should the actual quantity of an item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 50 percent, payment for the quantity in excess of 150 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8. The Extra Work per Section 2-8, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 150 percent of the Bid quantity at the Contract Unit Price.

2-7.4 Payment – Decreases of More than 50 Percent

Should the actual quantity of an item of Work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 50 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 50 percent of the Bid quantity at the Contract Unit Price.

2-7.5 Stipulated Unit Prices.

Stipulated Unit Prices are unit prices established by the Agency in the Contract Documents as distinguished from Contract Unit Prices submitted by the Contractor. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Supplemental General Provisions.

2-7.6 Agreed Prices.

Agreed Prices are prices for new or unforeseen Work, or adjustments in Contract Unit Prices per Section 2-7.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 2-8, except as otherwise specified in Sections 2-7.3 and 2-7.4.

2-7.7 Schedule of Values.

Before construction, Contractor shall provide a schedule of values for all lump-sum Bid items that shall be used for the purpose of progress payments. The prices shall be valid for the purpose of Change Orders to the Project.

2-7.8 Eliminated Items.

Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination. If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned, and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor. Actual costs, as used in this Agency Supplement, shall be computed on the basis of Extra Work per Section 2-8.

2-8 EXTRA WORK

ADD the following:

1. New or unforeseen Work will be classified as “Extra Work” when the Engineer determines that it is not covered by Contract Unit Prices or stipulated unit prices.

2. Any request by the Contractor for Extra Work shall be in writing to the Engineer and shall include itemized estimates and in accordance with Section 7-4. The Contractor shall fully itemize the Extra Work cost estimates such as labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, supplemental costs, and time impact.

2-9 CHANGED CONDITIONS

ADD the following:

The Contractor shall promptly notify the Engineer of the following Work Site conditions ("Changed Conditions"), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be Changed Conditions. If the Engineer determines that conditions are Changed Conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to Section 6-4.2.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

The Contractor's failure to give notice of Changed Conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection with them.

1. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a Change Order, or for the occurrence of any event or other cause, unless the Contractor shall have first given the Engineer written notice of potential claim as specified in this Section 2-9. Compliance with this section shall not be required as a prerequisite to notice provisions in Section 6-4.2(4) Extensions of Time, nor to any claim that is based on differences in measurement or errors of computation as to Contract quantities.
2. The Contractor shall provide the Agency with a written document containing a description of the particular circumstances giving rise to the potential claim, the reasons for which the Contractor believes additional compensation may be due and the nature of any and all costs involved within 20 Working Days of the date of service of the written notice of potential claim for Changed Conditions. Verbal notifications will not be accepted.

3. The potential claim shall include the following certification relative to the California False Claims Act, Government Code Sections 12650-12656.

“The undersigned certifies that the above statements are made in full awareness of the California False Claims Act, Government Code Sections 12650-12656. The undersigned further understands and agrees that this potential claim, unless resolved, must be restated as a claim in response to the Agency’s proposed final estimate for it to be further considered.”

By: _____ Title: _____

Date: _____

Company Name: _____

4. The Contractor’s estimate of costs may be updated when actual costs are known. The Contractor shall submit proof of its actual costs to the Engineer within 20 Working Days after the affected Work is completed. Failure to do so shall be cause to deny any later-filed claim regarding a potential claim described in this Section 2-9.
5. The intent of this Section 2-9 is to have differences between the parties arising under the Contract brought to the attention of the Engineer at the earliest possible time so that such matters can be settled, if possible, or other appropriate action promptly taken.

2-10 DISPUTED WORK

ADD 2-10.1 Claims.

1. A Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any Contract provision. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the Agency has previously denied a request by the Contractor for a Change Order seeking the demanded relief.
3. The Contractor shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which the Contractor asserts the Contractor is entitled as a result of the event(s) giving rise to the dispute. The Contractor’s failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-10, “Right to Audit.”
4. The Contractor shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The Agency’s Claims process specified in the Agency Supplement shall not relieve the Contractor of the Contractor’s statutory obligations to present Claims prior to any action under the Government Code.

6. Except for those final payment items disputed in the written statement required in Section 7-3.2, all Claims of any dollar amount shall be submitted in a written statement by the Contractor no later than the date of receipt of the final payment estimate. Those final payment items disputed in the written statement required in Section 7-3.2 shall be submitted no later than 30 Calendar Days after receipt of the Final Payment estimate. No Claim will be considered that was not included in this written statement, nor will any Claim be allowed for which written notice or protest is required under any provision of this Contract, including Sections 2-9 Changed Conditions, 2-10 Disputed Work, 4-1(22) Protection, 6-4.4 Written Notice and Report, or 6-4.2(4) Extensions of Time, unless the Contractor has complied with notice or protest requirements.
7. The Engineer will consider Contractor's filed Claims, which must be detailed enough so the Engineer can determine the basis and amount of the Claims. Contractor shall provide the Engineer additional information to determine the facts or contentions involved in a Claim if requested by the Engineer. If additional information is needed, Contractor must provide Engineer with this information within a reasonable time of being asked for additional information. Failure to submit such information and details will be sufficient cause for denying the Claims.
8. Payment for Claims shall be processed by the next payment application of their resolution for those Claims approved by the Engineer. The Contractor shall proceed with informal dispute resolution under Section 2-10, Disputed Work, for those Claims remaining in dispute.

2-10.1.1 Initiation of Claim.

1. A Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision of the Contract. A voucher, invoice, payment application or other routine request for payment is not a Claim. A Claim shall conform to these specifications and may be considered after the City has previously denied a request from the Contractor for a Change Order seeking the demanded relief. The Contractor shall, consistent with 2-10.1.2, give the Agency written notice of Claim prior to commencing any Disputed Work. Failure to give the notice shall constitute a waiver of all Claims in connection with the Disputed Work. If the Contractor and the Agency are unable to reach agreement on Disputed Work, the Agency may direct the Contractor to proceed with the Work and such direction shall not be construed as the Agency directing the Contractor's means-and-methods in the execution of the Work. After the Agency has rejected a Change Order request and prior to proceeding with dispute resolution pursuant to the Public Contract Code, applicable provisions of which are specified below, the Contractor shall attempt to resolve all disputes informally through the following dispute resolution chain of command:

For claims with a monetary value of \$50,000 or less:

- i. Construction Manager
- ii. Fleet and Facilities Project Manager
- iii. Public Works Manager

For claims with a monetary value greater than \$50,000:

- i. Construction Manager
- ii. Fleet and Facilities Project Manger

- iii. Public Works Manager
 - iv. Engineer
 - v. City Manager or Executive Manager
2. Consistent with Section 2-10.1.2, the Contractor shall submit a complete report within 20 Working Days after completion of the Disputed Work stating its position on the Claim, the contractual basis for the Claim, along with all documentation supporting the costs, Contract Time, and all other evidentiary materials. At each level of Claim or appeal of Claim the Agency will, within 10 Working Days of receipt of the Claim or appeal of Claim, review the Contractor's report and respond with a position, request additional information or request that the Contractor meet and present its report. When additional information or a meeting is requested the Agency will provide its position within 10 Working Days of receipt of the additional information or Contractor's presentation of its report. The Contractor may appeal each level's position up to the Deputy City Engineer/Engineering Manager for claims less than \$50,000 and/or up to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District for claims greater than \$50,000 after which the Contractor may proceed under the provisions of the Public Contract Code. The Agency's failure to state a position or otherwise respond to a Claim within the timeframes set forth above shall be deemed a rejection of the Claim by the Agency.
 3. The authority within the dispute resolution chain of command is limited to recommending a resolution to a Claim to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District. Actual approval of the Claim is subject to the Change Order provisions in the Contract.
 4. Any remaining Claims not resolved by the informal dispute resolution process described above shall be resolved in accordance with Public Contract Code Section 9204, the relevant portion of which is included below:
 - (d)(1)(A) Upon receipt of a Claim pursuant to this section, the public entity to which the Claim applies shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, a public entity and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (B) The Claimant shall furnish reasonable documentation to support the Claim.
 - (C) If the public entity needs approval from its governing body to provide the Claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the Claimant disputes the public entity's written response, or if the public entity fails to respond to a Claim issued pursuant to this section within the time prescribed, the Claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the public entity shall provide the Claimant a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Claimant sharing the associated costs equally. The public entity and Claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against a public entity because privity of Contract does not exist, the Contractor may present to the public entity a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on their own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim to the public entity and, if the original Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the Plans or Specifications for any Public Works Project that may give rise to a Claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable Change Order, Claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes, or extends that date.

In addition, all Claims by Contractor for \$375,000 or less shall be resolved in accordance with the procedures in the Public Contract Code Section 20104 *et seq.*, applicable provisions of which are included below:

20104.2 For any Claim subject to this article, the following requirements apply:

(a) The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims.

(b)(1) For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Claimant in producing the additional information, whichever is greater.

(c)(1) For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 30 days after receipt of the further documentation,

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

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

(e) Following the meet and confer conference, if the Claim or any portion remains in dispute, the 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 Government Code. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Claimant submits his or her written Claim pursuant to subdivision (a) 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.

(f) This article does not apply to tort Claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort Claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve Claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(b) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6 Payment on undisputed portion of Claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5. Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed Work in accordance with Section 2-10.

2-10.1.2 [Claim Certification Submittal.](#)

1. If the Contractor's Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a. The Claim is made in good faith and covers all costs and delays to which the Contractor is entitled as a result of the event(s) giving rise to the Claim.
 - b. The amount Claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which the Contractor believes the Contractor is entitled.
 - c. All supporting costs and pricing data are current, accurate, and complete to the best of the Contractor's knowledge. The Contractor shall supply a cost breakdown per item of Work.
 - d. The Contractor shall ensure that the affidavit is executed by an official who has the authority to legally bind the Contractor.

2-10.1.3 Agency's Final Determination.

1. If the Contractor disagrees with the City Manager or Executive Manager's final determination, as described in 2-10.1.1(1-2), Contractor must notify the Engineer in writing of the Contractor's objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 2-10.2, "Dispute Resolution Process."
2. Failure to give notice of objection within the 15 Working Days period shall waive the Contractor's right to pursue the Claim.

2-10.1.6 Mandatory Assistance.

1. If a third-party dispute, litigation, or both, arises out of or relates in any way to the Services provided under the Contract, upon the Agency's request, the Contractor shall assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to the following:
 - a. Providing requested documents in a timely manner.
 - b. Providing professional consultations.
 - c. Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

2-10.1.6.1 Compensation for Mandatory Assistance.

1. The Agency will reimburse the Contractor for reasonable fees and expenses incurred by the Contractor for any required assistance rendered in accordance with 2-10.1.6, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to the Contractor's conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of the Contractor's conduct or the Contractor's failure to act in part or in whole, the Contractor shall reimburse the Agency for any payments made for these fees and expenses.

Reimbursement may be through any legal means necessary, including the Agency's withholding of the Contractor's payment.

ADD 2-10.2 Dispute Resolution Process

2-10.2.1 Mandatory Non-binding Mediation.

1. If a dispute arises out of or relates to the Contract, or the breach of it, and if the dispute cannot be settled through those procedures described in Section 2-10.1.1, the parties must attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse in a court of law.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA).

2-10.2.2 Mandatory Mediation Costs.

1. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other

expenses of the mediator and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

2-10.2.3 Selection of Mediator.

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. If AAA is used, the initiating party shall concurrently file with AAA a “Request for Mediation” along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
3. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party’s Request for Mediation, the opposing party shall file the following:
 - a. A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b. A preference for available dates.
 - c. Appropriate fees.
4. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

2-10.2.4 Conduct of Mediation Sessions.

1. Mediation hearings shall be conducted in an informal manner and discovery shall not be allowed.
2. Discussions, statements, or admissions shall be confidential to the proceedings and shall not be used for any other purpose regarding the party’s legal position. The parties may agree to exchange any information they deem necessary.
3. Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notifications of whether attorney(s) shall be present.
4. Any resulting agreements from mediation shall be documented in writing. Mediation results and documents, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ADD 2-10.3 Governing Law & Forum for Litigation.

1. This Contract shall be governed by and construed in accordance with the laws of the State of California. Any lawsuits, at law or in equity, between the parties arising out of this Contract shall be filed in a court of competent jurisdiction in the County of San Diego. With respect to

venue, the parties agree that this Contract is made in and will be performed in the County of San Diego. The parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

ADD 2-10.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be 2% per annum.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE

ADD the following:

1. If Contractor fails to satisfy the provisions requiring the Contractor to complete Work amounting to at least 50 percent of the Contract price with its own organization unless stipulated otherwise in the Contract Documents, the Agency may at its sole discretion elect to cancel the Contract or deduct an amount equal to 10 percent of the value of the Work performed in excess of 50 percent of the Contract Price by other than the Contractor's own organization. The Board shall be the sole body for determination of a violation of these provisions. In any proceedings under this section, the Contractor, or prime Contractor, shall be entitled to a public hearing before the Board and shall be notified 10 Calendar Days in advance of the time and location of the hearing. The determination of the Board shall be final.

3-3 SUBCONTRACTORS

ADD the following:

1. The Contractor shall incorporate these Specifications in the Contractor's subcontracts for the work being performed by the Contractor's Subcontractor.
2. The Contractor shall obtain or require that each Subcontractor obtains insurance policies in accordance with 5-4, "INSURANCE" which shall be kept in full force and effect for the duration of the Contract and in any attached supplemental agreements.
3. In any dispute between the Contractor and the Contractor's Subcontractors, the Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute.
4. The Contractor shall ensure that the Contractor's Subcontractors are appropriately licensed for the duration of the work that is performed under the Subcontracts in accordance with 2-1, "WORK TO BE DONE." If a Subcontractor is not properly licensed, the Contractor shall cease payment to the Subcontractor for all work performed when the Subcontractor was not properly licensed. The Contractor shall return to the Agency any payment the Contractor made to a Subcontractor for work performed when the Subcontractor was not licensed.
5. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.
6. Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

7. Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the Work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the Work to be so subcontracted. This submittal will confirm the Subcontractor's commitments in the Bid.

3-4 AUTHORITY OF THE ENGINEER

ADD the following:

1. The Engineer shall be the single point of contact and shall be included in all communications between Contractor and any Agency representative.

3-5 INSPECTION

ADD the following:

1. Contractor shall make available to the Engineer accurate books and accounting records regarding all its activities. Contractor shall contractually require all Subcontractors to this Contract to do the same. The Engineer shall have access to the Contractor's, and any Subcontractors documents described in this Section 3-5(1) within San Diego County. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractor's performance pursuant to this Contract. The Engineer's monitoring, assessments, and evaluations will include, but shall not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. Upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all Subcontractors to this Contract, records with respect to all matters covered by this Contract. Contractor shall also permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Any inspection described in this Section 3-5(1) shall occur as often as the Engineer deems necessary and during normal business hours. However, any such inspection shall not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.
2. The Agency may utilize consultants to assist the Engineer during construction in observing the Contractor's performance. The consultant shall be the Agency's Representative on the Site assisting the Engineer and must not be confused with a building inspector with the Agency or with a Special Inspector.
3. The Agency may utilize a Special Inspector for inspection of specialty work and materials, whose costs the Agency will pay for unless the Contractor fails inspection. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall pay for all corrective measures deemed necessary by the Engineer and also pay the cost of the Agency's subsequent re-inspection and re-testing.
4. Inspections required by codes or ordinances are the Contractor's responsibility.
5. The Contractor's quality control testing and inspections are the Contractor's responsibility. Contractor shall coordinate and schedule all inspections and tests. The Contractor shall give

the Engineer notice of tests and inspections made by others. At least 5 Working Days of notice shall be given for offsite inspections. The Contractor shall wait until the Engineer has responded and agreed to Contractor's schedule before scheduling test or inspections.

6. The Agency shall schedule any inspections and tests as the Agency deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents (other than inspections for work performed in accordance with a permit). The Contractor is responsible for the inspection of all Work performed in accordance with the Contract Documents.
7. Contractor shall provide access in accordance with Cal-OSHA Standards as necessary.
8. Contractor shall remove and replace any items of Work performed without the required permit or inspection. For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of Engineer at no additional cost to the Agency. Inspection of the Work does not relieve the Contractor of full compliance with the Contract Documents.
9. Contractor shall not conceal the Work prior to inspection, testing, or approval required by the Contract Documents, the Engineer's prior written request, or by other agencies. If any item of Work is done prior to obtaining the required approvals when requested by the Engineer, Contractor shall expose the Work for inspection, testing, and/or approval. Upon successful completion of the inspection, testing, or approval, the Contractor shall proceed with the Work. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the Engineer and any other affected agencies written notice of the Contractor's intention to cover the Work and the Engineer has not acted in response to such notice.
10. When specified, Contractor shall make arrangements for tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Engineer, or with the appropriate public authority. The payment for such tests, inspections, and approvals are included in the Contract Price.
11. Unless specified otherwise, the Contractor shall pay the cost of inspections and tests. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer and the cost of the Agency's subsequent re-inspection and re-testing.
12. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.
13. Contractor agrees to maintain and/or make available, to the Engineer, within San Diego County, accurate books, and accounting records relative to all its activities and to contractually require all Subcontractors to this Contract to do the same. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractors performance pursuant to this Contract, the monitoring, assessments, and evaluations to include, but not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. At any time during normal business hours and as often as the Engineer may deem necessary, upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all of its Subcontractors' records with respect to all matters covered by this

Contract and will permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. However, any such activities shall be carried out in a manner so as to not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.

3-6 THE CONTRACTOR'S REPRESENTATIVE

ADD the following:

1. Both the representative and alternative representative shall be the Contractor's employees and shall not be assigned to a Subcontractor unless otherwise approved by the Agency in writing.
2. The Contractor's Project team shall attend scheduled construction meetings as required by the Engineer. If any of Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting. If the Contractor does not provide the required notification, the Contractor shall pay for the costs of the Agency's staff, consultants, or both that attended. The Contractor shall be charged a minimum of 2 hours of the attendee's time.
3. The payment for the Contractor's attendance at Project meetings is included in the Contract Price. The Engineer shall deduct costs assessed to the Contractor for not attending the meetings from the monthly progress payment via Change Order.

3-7 CONTRACT DOCUMENTS

3-7.1 General.

ADD the following:

1. Specifications and Plans are divided into groups by engineering discipline for the Agency's convenience. These divisions are not for the purpose of apportioning the Work or responsibility for the Work among Subcontractors and Suppliers.
2. The Contractor shall supply any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result whether or not it is specifically called for, at no additional cost to the Agency.
3. If referenced documents have been discontinued or updated by the issuing organization, the replacement documents issued or otherwise identified by that organization shall be used or, if there are no replacement documents, the last version of the document before it was discontinued.
4. Scaled dimensions on Contract Documents are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. The Contractor shall be responsible for their accuracy.
5. The Contractor shall verify any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.

6. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
7. The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.
8. The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.
9. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
10. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
11. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

3-7.2 Precedence of the Contract Documents.

DELETE in its entirety and REPLACE with the following:

1. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence, and most recent in edition, shall control. The order of precedence, from highest to lowest, shall be as follows:
 - a. Permits (issued by jurisdictional regulatory agencies including environmental documents).
 - b. Change Orders and supplemental agreements; whichever occurs last.
 - c. Contract Addenda, whichever occurs last.
 - d. The signed written Contract.
 - e. Bid/Proposal.
 - f. Project Plans.
 - g. Technical Specifications.
 - h. Agency Supplemental General Provisions (Section 00 73 00).
 - i. Agency Supplemental Technical Provisions (Section 00 74 00).
 - j. Standard Drawings.
 - k. Standard Plans
 - i. City of Carlsbad Standard Drawings.
 - ii. Carlsbad Municipal Water District Standard Drawings.
 - iii. City of Carlsbad modifications to the San Diego Area Regional Standard Drawings.
 - iv. Traffic Signal Design Guidelines and Standards.
 - v. State of California Department of Transportation Standard Plans.
 - vi. California Manual on Uniform Traffic Control Devices (CA MUTCD).
 - l. "Greenbook" (Standard Specifications for Public Works Construction).
 - m. Reference Specifications.

2. When additional small business/minority/women-owned/veteran or other special requirements by funding sources are included in the Contract Documents, the funding source's requirements shall govern.
 - a. With reference to the Drawings, the order of precedence shall be as follows: Figures govern over scaled dimensions.
 - b. Detail Drawings govern over general Drawings.
 - c. Addenda and Change Order Drawings govern over Plans.
 - d. Plans govern over Standard Drawings.
3. When a conflict exists between the ADA requirements of Title 24, and the Agency Supplemental Provisions, the most restrictive requirement shall be followed.

ADD: 3-7.3 Red-lines and Record Documents.

3-7.3.1 General.

1. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.
2. The Contractor shall keep the Red-lines current with entries checked by the Engineer before the Work is covered. Contractor's failure to update and deliver Red-lines information monthly to the Engineer for review and approval may result in the withholding of monthly progress payments.
3. The Contractor shall note the source identification, such as RFI numbers and Change Order numbers, as required identifying the source of the change to the Contract Documents.
4. The Contractor shall deliver the Red-lines to the Engineer upon completion of the Construction Work.
5. The Contractor shall legibly annotate a full-size set of Plans daily, in red ink, to record additions, deletions or changes to the Work and changes in location, elevation or character of the Work not otherwise shown or noted in the Contract Documents. This "redline" set of drawings shall be kept on the Job Site, shall be used only as a record set, and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Contractor shall immediately give written notice of any conflicts between these documents to the Engineer.
6. As-built information shall represent field measurements, approved Shop Drawings, Working Drawings, samples, product data, and other pertinent data discovered during the performance of the Work. The Contractor shall note the source of the change such as RFI or Change Order numbers, as required. The Contractor shall clearly record additions or changes in the Work and depth of underground facilities by dimensioning from 2, known, fixed points.
7. Payment for Record Drawings and Documents shall be included in the various Bid items and no additional payment will be made therefore.

3-7.3.2 Asset Specific Red-lines.

1. Utility Red-lines: Utility Red-lines shall show any changes from the Plan for the following:
 - a. Horizontal and vertical bends

- b. Changes in pipe material or pressure class
 - c. Isolation valves
 - d. Insulating joints
 - e. Blow off valves by stationing and offsets.
 - f. Air vacuum valves by stationing and offsets.
 - g. Water and recycled water meter boxes replaced.
 - h. Water sampling stations
 - i. Cathodic test stations
 - j. Locations of all sewer laterals and cleanouts.
 - k. Items abandoned in place following dewatering operation.
2. **Building Red-lines:** Building Red-lines shall show any changes from the Plans for the following:
- a. Location by dimension and the depth by elevation of underground lines, valves, plugged tees, and capped ends.
 - b. By dimension or scale Plans, wiring, conduits, and pull boxes as installed.
 - c. Information necessary to maintain and service concealed items of Work.
 - d. Dimensional changes to the Drawings.
 - e. Revisions to details shown on the Drawings.
 - f. Depths of foundations below the first floor.
 - g. Locations and depths of underground utilities.
 - h. Revisions to the routing of piping and conduits.
 - i. Revisions to electrical circuitry.
 - j. Actual equipment locations.
 - k. Duct size and routing.
 - l. Locations of concealed internal utilities.
 - m. Changes made by Change Orders.
 - n. Details not shown on original Plans.

3-7.3.3 Payment.

1. The payment for Red-lines Drawings shall be included in the Contract Price.

ADD 3-7.4 Measurement and Dimensions.

1. Scaled dimensions are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. Contractor shall be responsible for their accuracy.

3-8 SUBMITTALS

3-8.2 Working Drawings. (This section not used)

3-8.3 Shop Drawings. (This section not used)

3-8.4 Supporting Information.

ADD the following:

1. The Contractor shall submit samples of the materials with cut sheets of the products. The Contractor shall organize cut sheets for review and approval by the Engineer prior to use on

the Project and identify deviation from any of the specified material clearly, including cut sheets and samples of both the specified material and basis for the substitution. Included should be the Agency's Project Name, Project Number, and the Engineer's name, Contractor Name, and Submittal Number and clearly indicate the specific product to be used.

2. When photos of material are required, they shall be clear in resolution, identify the specific item for review, and shall indicate the name of the item, source, and date taken. The material shown in the photo shall be currently available for use on the Project.
3. Test sections ("Mock ups") of materials as required in the Special Provisions shall be accepted by the Engineer before proceeding with the Work.
4. The Contractor shall provide and keep up-to-date a complete "As-Built" record set of blue-line prints, which shall be corrected in red daily and show every change from the original Drawings and Specifications and the exact "As-Built" locations, sizes and kinds of equipment, underground piping, valves, and all other Work not visible at surface grade. Prints for this purpose may be obtained from the Agency at cost. This set of Drawings shall be kept on the job and shall be used only as a Record Set and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Payment for performing the Work required by Section 2-5.4 shall be included in the various Bid items and no additional payment will be made therefore.

3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions.

To sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

For each pre-manufactured product covered by a manufacturer's warranty, Contractor shall submit 1 electronic copy and 3 bound original or legal copies prior to acceptance of the Contract.

3-9 SUBSURFACE DATA (This section not used)

3-10 SURVEYING (This section not used)

3-11 CONTRACT INFORMATION SIGNS (This section not used)

3-12 WORK SITE MAINTENANCE

3-12.1 General.

ADD the following:

1. Maintain Site improvements including any temporary facilities, equipment, or other materials. Remove graffiti encountered on the Site within 24 hours. See also SECTION 400 - PROTECTION AND RESTORATION.
2. As a condition of Final Payment, the Contractor shall submit a signed and notarized affidavit stating that all brush, trash, debris, and surplus materials resulting from this Project have been disposed of in a legal manner. The cost of disposal is the Contractor's responsibility.
3. The Contractor shall provide and maintain enclosed toilets for the use of their employees. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor's responsibility.

4. If required in the Special Provisions, the Contractor shall provide and maintain enclosed toilets for the use of the Agency's and Contractor's officers, employees, or agents. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor's responsibility.
5. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted, when necessary, by the SWPPP and/ or BMP plan. Such dams shall be removed from the Site as soon as their use is no longer necessary.
6. Work Site maintenance shall be conducted on non-workdays when increased levels of maintenance are deemed necessary, in the opinion of the Engineer, to preserve the health safety or welfare of the public and or to comply with applicable regulations.
7. Disposal of all rubbish and surplus materials is incidental to Work Site maintenance. Disposal shall be made off the Site and shall be in accordance with:
 - a. Local codes and ordinances that govern locations and methods of disposal.
 - b. All applicable safety laws.
 - c. Requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.
8. Work Site maintenance is considered incidental to the items of work that they are associated with and no additional payment will be made.
9. Cleanup and Dust Control. Throughout all phases of construction, including suspension of the Work, and until the final acceptance, the Contractor shall keep the Site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

3-12.2 Air Pollution Control.

ADD the following:

1. Contractor shall carry out effective measures whenever and as often as necessary to prevent Contractor's operation from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity. Contractor shall be responsible for any damage resulting from any dust originating from Contractor's operations. The dust abatement measures shall be continued until Contractor is relieved of further responsibility by the Engineer.
2. Contractor shall adhere to Air Pollution Control District County of San Diego regulations for equipment used on the Job Site.

3-12.3 Noise Control.

ADD the following:

1. All internal combustion engines used in the Work shall be equipped with mufflers in good repair and are subject to the City Noise Control Ordinance, Carlsbad Municipal Code Chapter 8.48.

3-12.4 Storage of Equipment and Materials.

3-12.4.1 General.

ADD the following:

1. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be at the Contractor's expense.
2. The Contractor shall order, purchase, transport, coordinate delivery, accept delivery, confirm the quantity and quality received, prepare storage area(s), store, handle, protect, move, relocate, remove and dispose excess of all materials used to accomplish the Work.
3. Materials shall be delivered to the Work Site only during Working Hours, and shall be accompanied by bills of lading that shall clearly state for each delivery: the name of the Contractor as consignee, the Project name and number, address of delivery and name of consignor and a description of the material(s) shipped.
4. Prior to storage of any materials which have been shipped to or by the Contractor to any location within the City's boundaries the Contractor shall provide the Engineer a copy of lease agreements for each property where such materials are stored. The lease agreement shall clearly state the term of the lease, the description of materials allowed to be stored and shall provide for the removal of the materials and restoration of the storage site within the time allowed for the Work.
5. All such storage shall conform to all laws and ordinances that may pertain to the materials stored and to preparation of the storage site and the location of the site on which the materials are stored. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not occur in biologically sensitive areas.
6. Loss, damage or deterioration of all stored materials shall be the Contractor's responsibility. Conformance to the requirements of this section, both within and outside the limits of work is a part of the Work. The Engineer shall have the right to verify the suitability of materials and their proper storage at any time during the Work.
7. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.
8. Restore the storage area to an equal or better condition as deemed necessary by the Engineer and at no additional cost to the Agency.
10. When required by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working Day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.
11. Materials and equipment shall be removed from the Site as soon as they are no longer necessary. Before the final inspection, the Site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.
12. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
13. Excess excavation material from catch basins or similar structures shall be removed from the Site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the Site as soon as practicable after stripping.

14. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed because of such suspension.
15. Cleanup and dust control required in the Contract shall also be executed on weekends and other non-Working Days when needed to preserve the health safety or welfare of the public. The Contractor shall conduct effective cleanup and dust control throughout the duration of the Contract. The Engineer may require increased levels of cleanup and dust control that, in his/her sole discretion, are necessary to preserve the health, safety and welfare of the public. Cleanup and dust control shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.
16. Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.
17. Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned. The Contractor shall obtain a construction meter for water used for the construction, plant establishment, maintenance, cleanup, testing and all other work requiring water related to this Contract. The Contractor shall contact the appropriate water agency for requirements. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter and any, and all, other charges, deposits and/or fees for them. These costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

3-12.4.2 Storage in Public Streets.

DELETE in its entirety and SUBSTITUTE with the following:

1. Construction materials shall not be stored in streets, roads, or highways for more than 5 Calendar Days after unloading. All materials not installed or used in construction within 5 Calendar Days after unloading shall be stored at a location approved by the Engineer.
2. Construction equipment shall not be stored at the Work Site before its actual use nor for more than 5 Calendar Days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.
3. Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. Immediately after placing backfill, all excess material shall be removed.
4. The Contractor shall not store equipment for traffic control in right of way.

ADD 3-12.4.3 Storage and Staging Areas.

1. The Contractor may use a small portion of the Alga Norte Aquatic Center parking lot as a staging location. The final approved portion of the parking lot for staging will be finalized by the Engineer at the pre-construction meeting. Additional storage and staging areas are the Contractor's responsibility. The storage and staging areas shall be as close as possible to the Site. Contractor is responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.
2. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not be allowed in the MHPA or other biologically sensitive areas. Ensure the fueling of vehicles occurs only within designated staging areas using appropriate catch basins and devices.
3. Return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the Engineer, at no additional cost to the Agency.
4. The Contractor shall provide the Engineer a copy of the lease agreement for any property to be used for the storage of materials or equipment prior to delivery or storage of any materials or equipment. Each lease agreement shall clearly state the term of the lease and a description of the materials or equipment allowed to be stored and shall provide for the removal of the materials or equipment and restoration of the storage site within the time allowed for the Work.
5. Construction equipment shall not be stored at the Work Site before its actual use on the Work nor for more than 5 Calendar Days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

3-12.6 Water Pollution Controls

3-12.6.2 Best Management Practices (BMPs).

ADD the following:

1. Contractor shall submit a BMP plan as a submittal to the Agency.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).

ADD the following:

1. The Contractor shall evaluate the requirements for the preparation of a SWPPP for Work within the City's boundary by reviewing the Determination of SWPPP Tier Level and Construction Threat Level (form E-32), attached as Attachment B.
2. The Contractor shall review the criteria requiring the preparation of a SWPPP conforming with the State Water Resources Control Board Order No. 2022-0057-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (the Construction General Permit or CGP). The CGP and other information are available at:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

3. If the Agency has not prepared a SWPPP for the Project and the Project is subject to coverage under the CGP, the Contractor shall prepare and implement the SWPPP conforming with the CGP requirements.
4. The Contractor shall comply with all requirements of the approved SWPPP and the CGP including implementation during construction by a QSP. The Contractor shall provide all information necessary for the Agency to obtain coverage under the CGP during the electronic submittal of Permit Registration Documents and supporting data necessary for the filing of the storm water Notice of Intent and Notice of Termination. The Contractor shall be responsible for conducting all monitoring and inspections and filing all reports required by and in accordance with the CGP.

3-12.6.5 Payment.

DELETE in its entirety and SUBSTITUTE with the following:

1. Unless otherwise specified, payment for water pollution control, including implementation and maintenance of BMPs, shall be considered as included in the Contract Unit Price for each item in the Bid. Payment for dewatering shall be as specified in the Special Provisions.

ADD 3-12.7 Vermin Control.

1. The Site and structures constructed under the Contract shall be kept free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall comply with the following prior to requesting a Pre-Final inspection of the Work and filing of a written assertion that the Work has been completed:
 - a. Provide completed and signed redline drawings and record documents including installation, maintenance and operation instructions, manuals and/or tools for installed equipment.
 - b. Provide and properly label all keys for existing facilities or new permanent work.
 - c. Provide all items specified to be supplied as extra stock and spare parts. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
 - d. Provide all final Special Inspection reports and certifications required by equipment manufacturers to demonstrate compliance with applicable codes and standards.
 - e. Obtain any required certifications from the Engineer of Record for permanent BMPs.
 - f. Comply with all requirements of permits issued by jurisdictional agencies.
 - g. Remove temporary facilities from the Site.
 - h. Thoroughly clean the Site and remove all mark-outs and construction staking.

2. The Agency Inspector will schedule the Pre-Final inspection within 5 Working Days of receipt of the Contractor's request. The Inspector will generate a list of deficiencies (Punchlist) within 5 Working Days after the Pre-Final inspection.
3. The Contractor shall have 30 Working Days to correct the deficiencies and provide a written response to each Punchlist item. The Inspector will review the corrective work within 5 Working Days of receipt of the Contractor's written response to each Punchlist item. Any outstanding deficiencies will be considered incomplete Work and the Punchlist will be returned to Contractor. Full payment will not be made for any Bid item with outstanding deficiencies and a Final Inspection will not be scheduled until all deficiencies are completed to the satisfaction of the Inspector.
4. The Contractor shall submit a request for Final Inspection which shall include a written assertion that the Work has been completed in accordance with the Contract Documents and a written response describing the corrective Work completed for all punch list items identified in the Pre-Final inspection(s). The request for Final Inspection will not be considered without the Contractor's written response to the punch list items. The Inspector will schedule the Final Inspection within 10 Working Days of receipt of the Contractor's request and invitees will include the Construction Manager, Engineer and representatives from agencies or utility companies having jurisdiction over the Work. The Contractor's attendance is mandatory.
5. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

ADD 3-13.1.1 Requirements Before Requesting a Walk-through.

1. The following items are required prior to requesting a Walk-through:
 - a. Remove temporary facilities from the Site.
 - b. Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c. Provide completed and signed Red-lines in accordance with Contract Document requirements.
 - d. Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e. Provide all tools which are a permanent part of the equipment installed in the Project.
 - f. Provide and properly identify all keys for construction and all keys for permanent work.
 - g. Provide all final Special Inspection reports required by the applicable building code.
 - h. Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
 - i. Ensure that all specified equal opportunity (if applicable) and certified wage rate documentations covering the Contract Time have been submitted.
 - j. Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

2. Contractor shall notify the Engineer to arrange a final inspection of permanent BMPs installed and shall obtain the completed, signed, and stamped DS-563 Form 30 Calendar Days prior to the issuance of the Notice of Completion.

ADD 3-13.1.2 Walk-through and Punchlist Procedure.

1. When Contractor considers that the Work and Services are complete, notify the Engineer in writing that the Project is complete and request that the Contractor and the Engineer perform a Walk-through for the generation of a Punchlist. Contractor shall notify the Engineer at least 7 Working Days in advance of the Walk-through.
2. The Engineer will first determine if the Project is ready for a Walk-through by verifying whether the Contractor have completed all items as required by 3-13.1.1, "Requirements Before Requesting a Walk-through."
3. The Engineer shall facilitate the Walk-through.
4. Contractor shall make Plans, specifications, and technical data, such as submittals and equipment manuals, available at the Site for the Walk-through attendees.
5. The Engineer will provide the Contractor with the Punchlist within 15 Working Days after the date of the Walk-through and submit it to the Contractor. The Agency shall not provide a preliminary Punchlist.
6. If the Engineer finds that the Project is not substantially complete as defined in the Contract, the Engineer will terminate the Walk-through and notify the Contractor in writing.
7. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist. Contractor shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the Agency.
8. The Engineer shall meet with the Contractor until all Punchlist items are corrected. If Contractor takes longer than 30 Working Days to complete the corrective Work, the Project shall be subject to re-evaluation.
9. Upon acceptance of the Work, Contractor shall assemble and deliver to the Engineer all records, documents, warranties, material certifications, bonds, guarantees, maintenance and service agreements, and maintenance and operating manuals. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to the Contractor. Warranties shall be submitted in the format described in this section, modified as approved by the Agency, to suit the conditions pertaining to the warranty.

3-13.2 Acceptance

DELETE in its entirety and SUBSTITUTE with the following:

1. Acceptance of the Work will occur after all the requirements of the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District that the Contractor's performance of the Contract be accepted. Upon such certification by the Engineer, the City Manager or Executive Manager may accept the Work. Upon the acceptance of the Work by the City Manager or

Executive Manager, a “Notice of Completion” will be filed in the office of the San Diego County Recorder. The date of recordation shall be the date of acceptance of the Work.

2. Once the “Notice of Completion” has been recorded, the Engineer will release the retention.

3-13.3 Warranty.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall warranty and repair all defective materials and workmanship for a period of 2 years. This warranty period shall start on the date the Work was recorded by the “Notice of Completion” unless the Agency has beneficial use of the Project (excluding water, sewer, and storm drain projects). In addition, Contractor shall warranty the Work against all latent and patent defects for a period of 10 years. Contractor shall provide specific warranties and installer’s warranties as identified in the Technical Specifications.
2. The warranty period for specific items covered under manufacturers’ or suppliers’ warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
3. All warranties, express or implied, from Subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Agency, and shall be delivered to the Engineer prior to the acceptance of the Contractor’s performance of the Contract.
4. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If Contractor fails to make such replacements or repairs within the time specified in the notice, the Agency may perform the replacement or repairs at Contractor’s expense. If Contractor fails to reimburse the Agency for the actual costs, Contractor’s Surety shall be liable for the cost.
5. If, during the warranty period, any item of the Work is found to be Defective Work, Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

ADD 3-13.3.1 Defective Work.

1. If the Engineer finds any part of the Work, to be defective or not in compliance with the Contract Documents, the Contractor shall correct the Defective Work in accordance with the Engineer’s written instructions and within the specified time limits.
2. The Engineer may order Contractor to stop all or part of the Project if, upon notice, Contractor fails to immediately correct the Defective Work in conformance with the Contract Documents. The Contractor bears all direct and indirect costs and damages that result from the Agency’s Stop Work notice.
3. The Engineer may determine in its sole discretion to accept Defective Work instead of having the Contractor correct the Defective Work. However, the Contractor will still be financially responsible for the Defective Work. The Engineer shall issue a deductive Change Order and

will incorporate the necessary revisions in the Contract Documents for the Defective Work, the diminished value to the Project, or for the cost to repair the Defective Work.

4. If the Contractor fails to correct Defective Work within the specified time limits, the Engineer may correct the Contractor's Defective Work. The Agency has the right to correct any Defective Work without notice in the event of an emergency. Contractor shall bear all direct and indirect costs of the Defective Work that the Agency corrects.
5. When undertaking remedial action under this section, the Agency may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's Work and or services, and incorporate into the Project all materials and equipment stored at the Site or for which the Agency has paid but Contractor has stored elsewhere.
6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the Defective Work listed on the Agency's Punchlist within 30 Working Days in accordance with 6-1.1, "Construction Schedule," the Contractor shall reimburse the Agency for all costs to provide inspection services required to monitor the Contractor's Work beyond the 30 Working Days. The Agency shall bill the Contractor for the additional inspection at the Agency's established rates.
7. If the Contractor completes the Project or portions of the Project prior to NOC, the Contractor shall preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

ADD 3-13.3.2 Warranty Format Requirements.

1. Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and Contractor's agents', material suppliers', installers', or manufacturers' own letterhead, addressed to and for the Agency's benefit. Submit warranties in the format described in this section, modified as approved by Engineer to suit the conditions pertaining to the warranty.
2. The Contractor shall obtain warranties, executed in triplicate by responsible Subcontractors and Suppliers, within 10 Working Days after completion of the applicable item of Work. Except for items put into use with the Engineer's permission with date mutually agreed upon in writing, ensure that the beginning time of the warranty is the Project completion date.
3. The Contractor shall verify that the documents are in proper form, contain full information, and are notarized.
4. The Contractor shall verify that warranties are signed by both the Contractor and the appropriate party.
5. The Contractor shall provide warranties to the Engineer with a neatly typed table of contents, identifying each warranty with the number and title of the applicable specification section requiring the warranty and the name of the product or work item.
6. The Contractor shall separate each warranty with index tab sheets keyed to the table of contents listing. Provide complete information using separate typed sheets as necessary. The information shall include a list of Subcontractors and Suppliers with the name, address, and telephone number of the responsible principals.

3-13.3.3 Long-Term Warranty Contract (LTWC). (This section not used)

ADD 3-14 PARTNERING

1. Contractor may request the formation of a formal partnering relationship (Partnering) by submitting a request in writing to the Engineer after approval of the Contract. If Contractor's request for Partnering is approved by the Engineer, scheduling of a Partnering workshop, selecting the Partnering facilitator and workshop, selecting the Partnering facilitator and workshop site, and other administrative details shall be as agreed to by both Parties.
2. The establishment of a Partnering shall not change or modify the terms and conditions of the Contract and shall not relieve either party of the legal requirements of the Contract.
3. The goals of Partnering include the following:
 - a. The Engineer and Contractor's representatives, including Contractor's Subcontractors, actively working together as partners.
 - b. Avoidance of destructive confrontation and litigation among the parties.
 - c. Mutual understanding on how the Work is to be conducted.
 - d. Establishment of mutual key results to facilitate Project success.
 - e. Establishment of an atmosphere of teamwork, trust, and open communication.

3-14.1 Payment.

1. The payment for providing a facilitator and a workshop site shall be borne equally by the Agency and Contractor. Contractor shall pay in advance all compensation for the costs of the facilitator and for the costs of obtaining the workshop site.
2. Unless a Bid item has been provided for "Partnering," the Agency's share of such costs shall be reimbursed to Contractor as Extra Work. Markups shall not be added. Other costs associated with the Partnering relationship shall be borne separately by the party incurring the costs.

ADD 3-15 PUBLIC CONVENIENCE

1. The Contractor shall provide and maintain safe and adequate pedestrian and vehicular access to fire hydrants; hospitals; police and fire stations; commercial and industrial establishments including churches, schools and parking lots; service stations; public transportation; pedestrian crossing; motels and establishments of similar nature. Access shall be continuous and unobstructed unless otherwise approved by the Engineer.
2. During periods of construction when the Alga Norte Aquatic Center is open for public use, the Contractor shall provide and maintain safe and adequate pedestrian access to the pools, spa, splash pad, outdoor showers, and the restrooms and locker rooms not under construction. Access shall be continuous and unobstructed unless otherwise approved by the Engineer.
3. The Contractor shall provide access for emergency vehicles and mail delivery and trash collection services. The trash hauling schedule can be obtained by contacting Republic Services at [Customer Support | Republic Services](#).
4. The Contractor shall post "No Parking" signs 72 hours in advance of the Work. The signs shall state the date and time of parking restriction for a duration not to exceed the time necessary to complete the Work at that location. If the Work is delayed or rescheduled, the signs shall be removed and re-posted 72 hours in advance of the rescheduled Work.
5. Payment for public convenience shall be considered as included in the Contract Price for each item in the Bid and no additional payment will be made.

ADD 3-16 SITE ACTIVITIES BY THE AGENCY OR SEPARATE CONTRACTORS

3-16.1 The Agency's Right to Award Separate Contracts.

1. The Agency reserves the right to perform work or operations outside the Scope of Work of the Contract related to the Project with Agency Forces, Separate Contractors, or both. If work to be performed by another party was not noted in the Contract, the Agency shall give written notice to Contractor 10 Working Days prior to the start of any Work. If Contractor determines that the work being performed by the Agency or others may interfere with or cause damage to Work being performed by Contractor, notify the Engineer in writing within 3 Working Days of the Engineer's notice.

3-16.2 Integration of the Work with Separate Contractors.

1. When specified in the Contract Documents, prepare a plan to integrate the work performed by Separate Contractors, Agency Forces, or both with the performance of the Work and submit the plan to the Engineer for approval. The plan shall be fair and reasonable for Contractor and the Separate Contractors. Work with Separate Contractors to reach an agreement for the prepared plan. Arrange the performance of the work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated and jointed in a manner that avoids any damage to the Work or to the work of the Separate Contractors.

3-16.3 Coordination.

1. Coordinate Contractor's activities and the Schedule with the activities and schedules of the Separate Contractors and make any revisions to the Schedule deemed necessary to avoid any disruption to the Work or to the work of the Separate Contractors.

3-16.4 Use of Site.

1. Provide the Agency and the Separate Contractors reasonable opportunities for the storage of materials and equipment and performance of their work. Connect and coordinate work and operations with the work and operations of the Agency and the Separate Contractors as required by the Contract Documents.
2. Coordinate traffic control with the Separate Contractors for other projects and minimize the impact to the community. Prior to the start of construction, submit Contractor's plan for coordination.

3-16.5 Deficiency in Work of Separate Contractors.

1. If part of Contractor's Work depends on proper execution or results upon construction or operations by the Agency or a Separate Contractor, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the Engineer any apparent discrepancies or defects in construction that would render it unsuitable for proper execution and results. Use good faith efforts to resolve any such discrepancies or defects or any related disagreements. Contractor's failure to report constitutes Contractor's acceptance of the Work of Separate Contractors as fit, proper, and coordinated with the Work.

3-16.6 Payment.

1. Payment for reporting deficiencies, coordinating, and resolving discrepancies shall be included in the Contract Price.

SECTION 4 – CONTROL OF MATERIALS

4-1 PROTECTION

ADD the following:

1. The Contractor shall repair or replace any equipment and materials in the event of vandalism, damage, or theft at no additional cost to the Agency.
2. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.
3. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.
4. The Agency and affected utility companies have, by a search of known records, endeavored to locate and indicate on the Plans, all utilities which exist within the limits of the Work. However, the accuracy and/or completeness of the nature, size and/or location of utilities indicated on the Plans is not guaranteed.
5. The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this Work, full compensation for such Work shall be considered as included in the prices Bid for other items of Work.
6. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
7. Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Section 5-1, the Contractor shall, unless otherwise provided, furnish, and place the necessary protection at its expense.
8. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for.
9. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located.
10. When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:
 - a. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or
 - b. Provide a sleeve or other opening which will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
 - c. Provide other acceptable means to prevent embedment in or bonding to the concrete.

11. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.
12. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of Work necessitating such removals.
13. When feasible, the owner is responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of Work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except for manhole frame and cover sets to be brought to grade as provided in the Contract Documents. Utilities which are relocated to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of Work necessitating such relocation.
14. After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered, or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid.
15. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Bid for the items of Work necessitating such Work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.
16. The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid and will include the restoration of all existing improvements which may be affected by the relocation. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.
17. Contractor shall coordinate the Work with utility agencies and companies. Prior to the installation of any and all utility structures within the limits of work by any utility agency or company, or its contractor, the Contractor shall place all curb or curb and gutter that is a part of the Work and adjacent to the location where such utility structures are shown on the Plans and are noted as being located, relocated or are otherwise shown as installed by others. In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities that interfere with the construction, the Contractor, upon the Engineer's approval, may be permitted to temporarily omit the portion of Work affected by the utility. If such temporary omission is approved by the Engineer, the Contractor shall place survey or other

physical control markers sufficient to locate the curb or curb and gutter to the satisfaction of the utility agency or company. Such temporary omission shall be for the Contractor's convenience and no additional compensation will be allowed therefore or for additional work, materials or delay associated with the temporary omission. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved unless otherwise directed by the Engineer.

18. The Contractor shall notify the Engineer of its Construction Schedule insofar as it affects the protection, removal, or relocation of utilities. The notification shall be included as a part of the Construction Schedule. The Contractor shall notify the Engineer in writing of any subsequent changes in the Construction Schedule which will affect the time available for protection, removal, or relocation of utilities.
19. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed.
20. The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing the Work correctly shown on the Plans.
21. The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.
22. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible or for delays attributable to interferences, relocations, or alterations not covered by the Contract Documents. These damages for delay will be determined by the Engineer. The Agency shall not be liable for damages which could have been avoided by the judicious handling of forces, equipment, or plant. These avoidable damages will be determined by the Engineer. The Engineer may grant Contractor an extension of time for damages due to delay.
23. When necessary, the Contractor shall so conduct its operations as to permit access to the Work Site and provide time for utility work to be accomplished during the progress of the Work.

4-2 INSPECTION

4-2.1 General

ADD the following:

1. All costs of inspection at the source, including salaries and mileage costs, shall be paid by the Contractor.
2. Materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Contract Documents. For a list of these items or materials, Contractor may refer to the Summary of Work.
3. Location changes to the source of materials requiring inspection without the required 24-hour notification may result in non-compliant material subject to rejection. Contractor shall be responsible for staff charges resulting from last minute changes or cancellations once staff

has been deployed. The Engineer shall issue a deductive Field Order for a minimum of 2 hours of staff time to reimburse the Agency for misdirected staff charges. The Contractor shall be notified in writing of the additional staff charges incurred.

4. Agency staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. Contractor shall incur additional inspection costs outlined in 4-2.3, "Inspection of Items Not Locally Produced."
5. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
6. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.
7. The Contractor shall provide the Engineer free and safe access to any and all parts of Work at any time. Such free and safe access shall include means of safe access and egress, ventilation, lighting, shoring, dewatering and all elements pertaining to the safety of persons as contained in the California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders and such other safety regulations as may apply. Contractor shall furnish Engineer with such information as may be necessary to keep the Engineer fully informed regarding progress and manner of work and character of materials. Inspection or testing of the whole or any portion of the Work or materials incorporated in the Work shall not relieve Contractor from any obligation to fulfill this Contract.

4-2.3 Inspection of Items Not Locally Produced

ADD the following:

1. The Engineer may elect Agency staff or Consultants to perform inspection of an out-of-town manufacturers. The Contractor shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a. At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, Contractor shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Working Days to the site per month.
 - b. When the Engineer elects Agency staff or Consultants to perform out-of-town inspections, the wages of staff employed by the Agency shall not be part of the additional inspection expenses paid by Contractor.
 - c. Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>
2. Specialty Testing of Foreign Materials.
 - a. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United

States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States, unless the extension is acceptable to the Engineer.

ADD 4-2.4 Specialty Inspection Paid for by the Contractor

1. Contractor shall employ and pay for the services of a qualified inspection agency to perform specialty inspection services as required by the Contract Documents.
2. The payment for the specialty inspection service Work shall be included under the Bid item for "Specialty Inspection Paid For By the Contractor."
3. When an Allowance Bid item for "Specialty Testing Under the Direction of the Engineer" is provided, Contractor shall employ and pay for the services of a qualified third party independent laboratory to perform the required testing. Contractor shall be reimbursed for the cost of testing under this Bid item.
4. Contractor shall be reimbursed for the cost of specialty inspections when an Allowance Bid item is included in the Bid otherwise the cost is the responsibility of the Contractor if the manufacturer requires a specialty inspection service.

4-3 TESTING

ADD the following:

1. Except as specified in these Special Provisions, the Agency will bear the cost of testing of locally produced materials and/or on-site workmanship where the results of such tests meet or exceed the requirements indicated in the Standard Specifications, Technical Specification, and any Supplemental Provisions. The cost of all other tests shall be borne by the Contractor.
2. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work and shall be removed from the Project Site all at the Contractor's expense.
3. Compaction tests may be made by the Engineer and all costs for tests that meet or exceed the requirements of the specifications shall be borne by the Agency. The tests may be made at any place along the Work as deemed necessary by the Engineer. The costs of any retests made necessary by noncompliance with the specifications shall be borne by the Contractor.

4-4 TRADE NAMES

ADD the following:

1. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required.

2. Unless stated otherwise, materials or equipment of other suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.
3. For reviews prior to Bid:
 - a. The Engineer shall respond to Contractor's substitution proposal by the last date for issuing an Addendum for the Contract. If the Engineer fails to respond to Contractor's substitution proposal before the Bid due date, the substitution proposal shall be deemed denied.
 - b. Contractor may bring forward a substitution proposal after Award that was denied based on the Engineer's failure to respond by submitting a Cost Reduction Proposal in accordance with 2-6.1, "Cost Reduction Proposal."
4. Include the following information in the request for substitution:
 - a. Whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - b. Whether or not incorporation or use of the substitute in connection with the Work is subject to the payment of any license fee or royalty.
 - c. All variations of the proposed substitute from the items originally specified shall be identified.
 - d. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles (80.5 km) of the Site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - e. Certifications from the manufacturer or service provider that the proposed substitute shall perform the intended function adequately under the expected service conditions, achieve the results called for by the general design, and be similar and of equal substance to that indicated.
5. There is no guaranteed time frame for the Engineer's review of the substitution requests. Any lack of action on the Engineer's side within Contractor's requested time does not constitute acceptance of the substitution.
6. If, in the opinion of the Engineer, substitute items are determined to be unsatisfactory in performance, appearance, durability, compatibility with existing equipment or systems, availability of repair parts and suitability of application, the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.
7. The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon Contractor. The Engineer may require at Contractor's expense additional data about the proposed substitute.
8. Acceptance by the Engineer of a substitute item does not relieve Contractor of the responsibility for full compliance with the Contract Documents. If the Engineer takes no exceptions to the proposed substitution, it shall not relieve Contractor from Contractor's responsibility to the efficiency, sufficiency, quality, and performance of the substitute material or equipment in the same manner and degree as the material and equipment specified by name.

9. The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, Contractor shall not be entitled to either an extension in Contract Time, an increase in the Contract Price, or both.
10. As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.
11. The Contractor is responsible for the satisfactory performance of substituted items. If, in the sole opinion of the Engineer, the substitution is determined to be unsatisfactory in performance, appearance, durability, compatibility with associated items, availability of repair parts and suitability of application the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.

4-5 WEIGHING AND METERING EQUIPMENT

REPLACE the first paragraph with the following:

All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

ADD the following:

1. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and prohibitions against discrimination, harassment, and retaliation. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.
2. Each worker shall be paid subsistence and travel as required by the collective bargaining agreement on file with the State of California Department of Industrial Relations.
3. The Contractor's attention is directed to Labor Code Section 1776 which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in connection with the Project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.
4. Municipal ordinances that affect this Work include Chapter 11.06. Excavation and Grading. If this notice specifies locations or possible materials, such as borrow pits or gravel beds, for use in the proposed construction Project which would be subject to Fish and Game Code Section 1601 or 1603, the conditions established in Fish and Game Code Section 1601 *et seq.* shall become conditions of the Contract.

5-3.3 Payroll Records.

ADD the following:

1. The Contractor and its Subcontractors shall maintain and furnish to the Agency, at a designated time, a certified copy of each weekly payroll reflecting the wages containing all of Contractor's and Subcontractors' employees engaged in the Work and a statement of compliance signed under penalty of perjury.

5-3.4 Hours of Labor

ADD the following:

1. Unless otherwise approved in writing by the Engineer, the hours of work shall be between the hours of 7:00 AM and 4:00 PM on Mondays through Fridays, excluding Agency holidays. The Contractor shall obtain the written approval of the Engineer if the Contractor desires to work outside these hours or at any time during weekends and/or holidays. This written permission must be obtained at least 48 hours prior to such work. The Engineer may approve work outside the stated hours and/or days when, in his/her sole opinion, such work conducted by the Contractor is beneficial to the best interests of the Agency. The Contractor shall pay the inspection costs of such work.
2. The Contractor shall incorporate the dates, areas and types of work prohibited in this section in the Construction Schedule. No additional payment, adjustment of bid prices or adjustment of contract time of completion will be allowed as a consequence of the prohibition of work being performed within the dates, areas and/or types of work prohibited in this section.

5-4 INSURANCE

5-4.1 General.

ADD the following:

1. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Contractor, his or her agents, representatives, employees or Subcontractors. The insurance shall meet the City's policy for insurance as stated in City Council Policy No. 70.
 - a. **Coverages and Limits:** Contractor shall maintain the types of coverages and minimum limits specified in these Agency Supplemental General Provisions (00 73 00):
 - i. **Commercial General Liability (CGL) Insurance:** Insurance written on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii. **Business Automobile Liability Insurance:** \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

- iii. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code and Employers' Liability limits of \$1,000,000 per incident. Workers' compensation offered by the State Compensation Insurance Fund is acceptable to the City.
- b. **Additional Provisions:** Contractor shall ensure that the policies of insurance required under this Contract with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.
 - i. The Agency, its officials, employees and volunteers must be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; 1 for each company affording general liability, and employers' liability coverage.
 - ii. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees or volunteers.
 - iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. **Notice of Cancellation.** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after 10 Calendar Days' prior written notice has been sent to the Agency by certified mail, return receipt requested.
- d. **Deductibles and Self-Insured Retention (S.I.R.) Levels.** Any deductibles or self-insured retention levels must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the Agency, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- e. **Waiver of Subrogation.** All policies of insurance required under this Contract shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the Agency or any of its officials or employees.
- f. **Subcontractors.** Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Coverages for Subcontractors shall be subject to all of the requirements stated in these Agency Supplemental General Provisions (00 73 00).

- g. **Acceptability of Insurers.** Insurance must be placed with insurers that have a rating in Best's Key Rating Guide of at least A-VII. Insurers must also be authorized to transact the business of insurance by the State of California Insurance Commissioner as admitted carriers as evidenced by a listing in the official publication of the Department of Insurance of the State of California and/or under the standards specified by City Council Policy No. 70.
- h. **Verification of Coverage.** Contractor shall furnish the Agency with certificates of insurance and original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in forms approved by the Agency and are to be received and approved by the Agency before the Contract is executed by the Agency.
- i. **Coverage and Limits.** Contractor will maintain the types of coverage and minimum limits indicated below unless the Risk Manager or City Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Agency, its officers, agents, and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the Agency as an additional insured.
- j. **Cost of Insurance.** The Cost of all insurance required under this Contract shall be included in the Contractor's Bid.

5-6 PATENTS FEES AND ROYALTIES.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall pay, at no additional cost to the Agency, all applicable royalties and license fees arising from the Work. Contractor shall indemnify and defend all claims and lawsuits for infringement of patent, trademark, and copyright against the Agency and shall hold the Agency harmless from any loss.

5-7 SAFETY

5-7.1.1 General.

ADD the following:

1. The Contractor shall respond and initiate corrective action in accordance with OSHA and within 24 hours of the notice of the nonconforming Work that poses an imminent threat to person or property.
2. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and public,

and shall use danger signs warning against hazards created by such features of construction as protruding nails, hoists, well holes, and falling materials.

ADD: 5-7.1.3 Health and Safety Plan (HSP).

1. The Contractor is ultimately responsible for the health and safety of Contractor's employees. These specifications shall not be construed to limit Contractor's liability nor to assume that the Agency, its employees, or designees shall assume any of Contractor's liability associated with Site safety considerations.
2. Contractor shall have a HSP in effect at least 1 week prior to the commencement of the Work. The HSP shall comply with all OSHA and other applicable requirements.
3. The HSP shall specifically address procedures and protocols that shall be followed to monitor for or respond to the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces or asbestos containing materials, contaminated soil, and groundwater. Identify response actions that shall be taken when these conditions are encountered.
4. The Agency shall not assume any role in determining the adequacy of the HSP on Contractor's behalf.

5-7.3 Use of Explosives. (This section not used)

5-7.7 Security and Protective Devices.

5-7.7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Security and protective devices shall consist of fencing, railing, steel plates, or other devices for the protection of workers or the public from hazards posed by open excavations or any work in progress. Security and protective devices shall remain in place until the Work is accepted.
2. Unless otherwise specified, no separate or additional payment will be made for security and protective devices. Payment shall be included in the Contract price for the various Bid items requiring such devices.

ADD: 5-7.7.3 Playground Safety. (This section not used)

5-7.7.2 Security Fencing

1. The payment for security fencing Work for open excavations shall be included in the Contract Price.

5-7.8 Steel Plate Covers (This section not used)

ADD 5-8 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1. Contractor agrees to defend, indemnify, and hold harmless Agency, its affiliated and subsidiary entities, and its elected and appointed officials, officers, directors, managers, employees and agents (“Indemnified Parties”) from and against all claims asserted, liability established, or judgments for damages or injuries to any person or property, including to Contractor’s officers, employees, agents, or subcontractors, arising directly or indirectly out of the Work, which arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its officers, employees, agents or subcontractors. Contractor’s duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Indemnified Parties.

Contractor further agrees that its duty to defend includes all attorney fees and costs associated with enforcement of this indemnification provision, defense of any claims arising from this Contract, and, where a conflict of interest exists or may exist between Contractor and Agency, the reasonable value of attorney fees and costs if Agency chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Contract.

2. Contractor shall also defend and indemnify the Indemnified Parties against any challenges to the Award of the Contract to Contractor, and Contractor will pay all costs, including defense costs for the Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
3. Contractor shall also defend and indemnify the Indemnified Parties against any challenges to the Award of the Contract to Contractor, arising in whole or in part from alleged inaccuracies or misrepresentation by the Contractor, whether intentional or otherwise, and Contractor will pay all costs, including defense costs for the Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
4. Contractor shall defend, indemnify, protect and hold the Indemnified Parties harmless from and against any dispute between Contractor and Contractor’s Subcontractors if the Indemnified Parties are made a party to any judicial or administrative proceeding.

ADD 5-9 CONFLICT OF INTEREST

1. Establish and make known to Contractor’s employees appropriate safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others and particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.
2. Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices (Government Code Sections 1090 *et. seq.* and 81000 *et. seq.*, the Agency’s Ordinances, and the City of Carlsbad Municipal Code). If, in performing the Work, Contractor makes or participates in a “governmental decision” in accordance with Title 2, Section 18701, subdivision (a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for Agency that

would otherwise be performed by an Agency employee holding a position specified in the Agency's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of 1 or more statements of economic interests disclosing Contractor's relevant financial interests.

3. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City of Carlsbad's City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within 30 Calendar Days of the Agency's written determination that Contractor shall be subject to a conflict of interest code and file a Form 700 (Annual Statement) on or before April 1st disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.
4. If the Agency requires Contractor to file a statement of economic interests as a result of the Work performed, Contractor shall be considered an "Agency Official" for conflict of interest purposes, including the prohibition against lobbying the Agency for 1 year following the expiration or termination of the Contract.
5. Contractor's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Contractor shall not recommend or specify any product, supplier, or other Contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
6. If Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Contractor to liability to the Agency for all damages sustained as a result of the violation.

ADD the following: 5-10 ELECTRONIC COMMUNICATION

1. When specified in the Contract Documents, Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs, and transmittals to the Project management website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the Project management website. A user's guide to the Project management system may be available on the City's website and shall be provided to Contractor at the Pre-construction Meeting.
2. The payment for electronic communications shall be included in the Contract Price.

ADD the following: 5-11 STATUTORY REFERENCES

1. All references in these Agency Supplemental General Provisions (00 73 00) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented, or replaced from time to time by the corresponding legislative or regulatory body.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

ADD the following:

1. A Payment for the Construction Schedule shall be included in the Contract Price and no separate payment will be made, therefore.

6-2 PROSECUTION OF WORK

ADD the following:

1. As soon as possible under the provisions of the Specifications, the Contractor shall backfill all excavations and restores to usefulness all improvements existing prior to the start of the Work.
2. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Agency, Contractor shall remove such Subcontractor immediately upon written request of the Agency, and shall request approval of a replacement Subcontractor to perform the Work in accordance with the Subletting and Subcontracting Fair Practices Act (Pub. Contract Code, § 4100 *et seq.*) at no added cost to the Agency.

ADD the following: 6-2.1 Order of Work.

1. The Contractor shall incorporate the requirements of the city, utility companies or agencies having jurisdiction over the Work in accordance with 2-4 Cooperation and Collateral Work, including any phasing requirements identified on the Plans or Special Provisions.
2. If construction and demolition operations are within an active public space, the Contractor shall submit a phasing plan to the Engineer to accommodate accessibility to the public and Agency staff. Phasing plan must be approved before Work starts. Phasing plan will be considered part of the mobilization Bid item and shall include any revisions or implementation of the Plan.

ADD the following: 6-2.2 Moratoriums. (This section not used)

6-3 TIME OF COMPLETION

6-3.1 General.

ADD the following:

1. Unless otherwise specified in the Contract, the time of completion of the Contract shall be expressed in Working Days.
2. The number of Working Days specified for the walk-through, preparation, and the completion of Punchlist items until acceptance shall be included in the stipulated Contract Time.
3. The Contractor shall obtain the written approval of the Engineer to perform any Work outside of normal Work hours. This approval must be obtained at least 48 hours prior to commencement of such Work. The Contractor shall pay any additional costs for inspection or testing of such Work.
4. Work that is required by the Engineer to occur outside of normal Work hours will be identified in the Special Provisions.

5. The Contractor shall not perform Work during moratoriums per 6-2.2 or during any periods of restriction identified in agency permits or Project environmental documents and shall include all such schedule constraints in the Construction Schedule.
6. No additional payment or adjustment of Bid item prices or adjustment of Contract Time will be made for the Contractor's inability to work outside of normal Work hours if Contractor's request is denied by the Engineer or during prohibited periods.
7. Contractor's schedule shall plan for a minimum of 2 weeks after final walk-through to receive a final punch list from the Agency. Punch list items can be worked on during this 2-week period.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

ADD the following:

1. The Agency shall only grant an extension of time if the Extra Work or unforeseen condition impacts the Project's critical path. All requests for an extension in Contract Time for any Extra Work or unforeseen event shall be demonstrated by using the CPM. No other scheduling method shall be used to calculate the Project's schedule.

6-4.2 Extensions of Time.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall be modified only by Change Order.
2. Contractor shall immediately submit to the Agency a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. Contractor shall include in Contractor's request a general description of the basis for and the estimated length of any extension and submit supporting data, including a time impact analysis setting forth the claimed Critical Path impacts to the Construction Schedule consistent with Section 1.14 (Change Orders, Delays, and Extensions of Time).
3. The Engineer shall not grant an extension of Contract Time unless Contractor demonstrates, through an analysis of the critical path, the following:
 - a. The event causing the delay impacted the activities along the Project's critical path.
 - b. The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.
 - c. All Project float has been used.
4. The Engineer shall issue a weekly document that stipulates the Contract Time. If Contractor does not agree with this document, Contractor shall submit to the Engineer for review a written protest supporting Contractor's objections to the document within 15 Working Days after receipt of the weekly document. Contractor's failure to file a timely protest shall constitute Contractor's acceptance of the Engineer's weekly document.
 - a. Contractor's protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims."

6-4.4 Written Notice and Report.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the Agency to consider such request.
2. The Contractor shall provide written notice to the Engineer within 2 hours after the beginning of the delay, or when the Contractor has placed any workers or equipment on standby for any reason that the Contractor has determined to be caused by the Agency or by any organization that the Agency may otherwise be obligated by. The Contractor shall provide continuing daily written notice to the Engineer, each Working Day, throughout the duration of such period of delay. The initial and continuing written notices shall include the classification of each worker and supervisor and the make and model of all equipment placed on standby, the cumulative duration of the standby, the Contractor's opinion of the cause of the delay and a cogent explanation of why the Contractor could not avoid the delay by reasonable means. Should the Contractor fail to provide the notice(s) required by this section the Contractor agrees that no delay has occurred and that it will not submit any claim(s) therefore.
3. The request for payment or extension must be made at least 15 Calendar Days prior to the specified completion date. Failure by the Contractor to provide notices and reports as specified in the Contract will be considered grounds for refusal by the Agency to consider such request.

6-6 SUSPENSION OF THE WORK

6-6.1 General.

ADD the following:

1. During periods when the Work is suspended, Contractor shall be prepared for any emergency Work that shall be supervised by Contractor's representative.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the Acceptance of the Work, Contractor shall be found in default of the Contract if:
 - a. Contractor becomes insolvent, assign Contractor's assets for the benefit of Contractor's creditors, are unable to pay Contractor's debts as they become due, or are otherwise financially unable to complete the Work.
 - b. Contractor abandons the Work by failing to report to the Site and by failing to diligently execute the Work to completion.
 - c. Contractor disregards written instruction from the Engineer or materially violates provisions of the Contract Documents.
 - d. Contractor fails to execute the Work according to the Schedule approved by the Engineer.
 - e. Contractor disregards laws or regulations of any public body having jurisdiction.

- f. Contractor commits continuous or repeated violations of regulatory or statutory safety requirements.
 - g. Contractor fails to notify the Engineer upon discovery of items of Native American, Archaeological, or Paleontological interests.
2. Notices and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 5- 2, "SPECIAL NOTICES."

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

DELETE in its entirety and SUBSTITUTE with the following:

1. At any time, the Agency may at its sole discretion terminate this Contract in whole or in part. If the Agency decides to terminate this Contract for convenience, the Agency shall issue a written notice of termination for convenience in accordance with 5-2, "SPECIAL NOTICES." Upon receipt of this notice, Contractor shall immediately proceed as follows:
 - a. Stop Work immediately or in accordance with the Notice of Termination.
 - b. Notify Subcontractors and Suppliers to immediately cease their Work and place no further subcontracts for materials, services, or facilities except as necessary to complete any authorized continued portion of the Contract.
 - c. Terminate all subcontracts to the extent that they relate to the Work terminated.
 - d. With approval by the Engineer, settle all outstanding obligations arising from the termination of subcontracts. This approval shall be final for the purposes of this section.
 - e. As directed by the Engineer, transfer and deliver completed or partially completed drawings, plans, calculations, specifications, and any other documents and records that, if the Contract had been completed, would be required to be furnished to the Agency.
 - f. Complete the performance of the Work not terminated.
 - g. Take all necessary steps and actions to minimize all costs to the Agency as a result of the termination.
 - h. Take any action that may be necessary or that the Engineer may direct for the protection and preservation of the property related to the Contract that is in Contractor's possession and in which the Agency has or may acquire an interest.

6-8.1 Termination Cost.

1. The Agency shall determine and pay Contractor the fair and reasonable amounts for Contractor's termination cost as follows:
 - a. The Contract Price for completed services accepted by the Engineer not previously paid or adjusted for any saving of freight and other charges.
 - b. The fair and reasonable cost of settling and paying termination settlements for terminated subcontracts that are chargeable to the terminated portion of the Contract.
 - c. The Agency shall pay Contractor a prorated amount of profit for Work that Contractor performed. The Agency shall not pay for lost profit on Work that was not performed by Contractor.

6-8.2 Termination Settlement.

1. After termination, Contractor shall submit a final termination settlement proposal to the Engineer no later than 3 months from the effective date of termination, unless extended in writing by the Engineer.
2. If Contractor fails to submit the proposal within the time allowed, the Agency may determine and pay the fair and reasonable amount that may be due Contractor as a result of the termination. If Contractor does not agree that the amount determined by the Engineer is fair and reasonable, Contractor must notify the Engineer within 30 Calendar Days of receipt of payment.

6-8.3 Determination of Amount Due the Contractor.

1. In determining the amount due Contractor, the Agency shall deduct the following:
 - a. The fair value of property destroyed, lost, stolen, or damaged that has become undeliverable to the Agency.
 - b. Any claim which the Agency has against Contractor under the Contract.

6-8.4 Records and Documents Relating to Termination.

1. The Engineer will file an Agreement of Mutual Rescission of Contract with the Board. Once the Agreement is executed and a Notice of Completion is recorded, retention can be released.
2. Unless otherwise specified or required by statute, Contractor shall maintain all records and documents relating to the terminated portion of the Contract for 3 years after final settlement. This includes all books and other evidence bearing on Contractor's costs, expenses, and settlement under the Contract. Contractor shall make these records and documents available to the Agency, at Contractor's office, at all reasonable times, without any direct charge. If approved by the Engineer, Contractor may maintain photographs, microphotographs, and other authentic reproductions instead of original records and documents.

6-8.5 The Agency's Right to Terminate or Suspend for Loss of Project Funds.

1. The Agency may terminate or suspend the Contract at its sole discretion if the State of California or its agents render the funds being used to fund this Project unavailable. If the Agency chooses to suspend the Contract, that suspension shall last until funds are identified and approved by the Board, whichever is appropriate, to be used to complete this Project. If the Agency elects under this provision to terminate the Contract, then neither Party is entitled to compensation from the other Party for any costs arising from such termination. The Agency may also elect to terminate after invoking a suspension under this provision.

6-9 LIQUIDATED DAMAGES

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to complete the Work within the time allowed shall result in damages being sustained by the Agency. Such damages are, and shall continue to be, impracticable and extremely difficult to determine. For each consecutive Working Day in excess of the time specified for the completion of the Work, as adjusted in accordance with 6-4, "DELAYS AND EXTENSIONS OF TIME," Contractor shall pay to the Agency, or have withheld from monies

due it, the sum described in the table below, along with any other damages that may be sustained by the Agency during the Project, unless otherwise specified in the Special Provisions.

2. The execution of the Contract shall constitute agreement between Contractor and the Agency that the liquidated damage amount described in the table below is the value of the damage caused by Contractor's failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from Contractor's payments if such delay occurs.

Contract Value
\$100,000 and more

Liquidated Damage Daily Amount
\$2,500

3. Any progress payments made to Contractor after the specified completion date shall not constitute a waiver of payment for damages sustained by the Agency under this section.

ADD the following: 6-10 RIGHT TO AUDIT

6-10.1 General.

1. The Agency retains the right to review, audit, reasonably access Contractor's and all Contractor's Subcontractor's premises to review and audit Contractor's compliance with the provisions of the Contract. This includes the right to inspect, photocopy, and retain copies, outside of Contractor's premises, of all records with appropriate safeguards if such retention is deemed necessary by the Agency in its sole discretion. The Agency will keep this information in strictest confidence.
2. Contractor shall include the Agency's right to audit in its subcontracts and ensure that these specifications are binding upon all Subcontractors.

6-10.2 Audit.

1. The right to audit includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the Agency determines is necessary to discover and verify that Contractor are in compliance with all requirements under the Contract.
2. If there is a claim for additional compensation or for changes in Work, the right to audit also includes the right to verify all direct and indirect costs which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.
3. Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. Contractor shall also make available to the Engineer for review and audit all Project-related accounting records and documents and any other financial data. Upon the Engineer's request, Contractor shall submit exact duplicates of originals of all requested records to the Engineer.

6-10.3 Compliance Required Before Mediation and Litigation.

1. As a condition precedent to proceeding with mandatory mediation and further litigation under 2-10.2, "Dispute Resolution Process" Contractor shall comply with the audit specifications within 60 Calendar Days of the Engineer's notice to review and audit compliance. See 5-2, "SPECIAL NOTICES."

6-10.4 Access to Records on Federally Funded Projects.

1. Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a minimum of 5 years after the Agency makes final payments and all other pending matters are closed and shall allow access to those records to the Agency, the Federal grantor agency, the Comptroller General of the United States, or any duly authorized representatives.

SECTION 7 – MEASUREMENT AND PAYMENT

Units of Measurement. The system of measure for this contract shall be the U.S. Standard Measures.

7-2 LUMP SUM WORK

ADD the following: 7-2.1 Schedule of Values (SOV).

1. Submit a SOV for the lump sum Bid items of the Work to the Engineer for review and approval at the pre-construction meeting.
2. The SOV shall:
 - a. Subdivide the Work into its respective parts.
 - b. Include values for all items comprising the Work.
 - c. Serve as the basis for monthly progress payments.
3. The Engineer is the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the Engineer, a greater number of SOV items than proposed by Contractor is necessary, add the additional items identified by the Engineer. When requested by the Engineer, provide substantiating data in support of the SOV.
4. The Contractor shall incorporate the SOV into the cost loading function of the Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK." Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.
5. The Contractor shall develop the SOV independently but simultaneously with the development of the Schedule activities and logic. Incorporate phase funding impacts, if applicable, into the Schedule.
6. The Contractor shall break down the Work not specifically included in the Bid as necessary for establishment of cost and Schedule activity.
7. Following acceptance of the SOV, the Contractor shall incorporate the changes (if any) into the cost loading portion of the Schedule. Where coordination of the Schedule and the SOV requires changes made to 1 or both documents, the Contractor shall propose changes to the SOV and to the Schedule activities to satisfy the Schedule cost loading requirements.
8. The Contractor shall update and submit these listings in conjunction with the Schedule monthly submittals.
9. The Contractor shall incorporate issued Change Orders or Field Orders in the Schedule into the SOV as single units identified by the Change Order or Field Order number.
10. Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the Engineer. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the Engineer.
11. In the event that the Contractor and the Engineer agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.
12. The payment for the preparation of the SOV shall be included in the Contract Price.

7-3 PAYMENT

7-3.1 General.

To paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money plus 25 percent due for such labor or materials will be withheld from payment in accordance with applicable laws. At the expiration of 30 Calendar Days from the date of recording the NOC, the amount deducted from the final estimate and retained by the Agency shall be paid to Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements. The Contract Price is not subject to adjustment for tax increases.
2. As provided in California Public Contract Code Section 7105, if the Contract is not financed by revenue bonds, Contractor is not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an Act of God, in excess of 5% of the Contract Price, if the following occur:
 - a. The damaged portion of the Project was built in accordance with the Contract requirements.
 - b. There are no insurance requirements in the Contract for the damages.
3. Guarantee periods shall not be affected by any payment but shall commence on the date of recordation of the Notice of Completion.

7-3.2 Partial and Final Payment.

To paragraph (5), DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Public Contract Code Section 22300, Contractor shall have the option, at Contractor's expense, to substitute for any money withheld by the Agency, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities which are eligible for investment pursuant to Government Code Section 16430. As to any such security or securities so substituted for monies withheld, Contractor shall be the beneficial owner of same and shall receive any accrued interest. Such security shall, at Contractor's request and expense, be deposited with the Agency or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to Contractor upon notification by the Engineer that payment can be made. Such notification shall be given at the expiration of 30 Calendar Days from the date of NOC, or as prescribed by law, provided however, that there shall be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

ADD the following:

1. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.

The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.

If the Contractor submits a written statement with supporting documents within 30 Calendar Days from receipt of the Final Payment Estimate, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10.1.1, Initiation of Claim.

The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

2. Final Payment and release of Retention shall be paid after Contractor submits the following:
 - a. An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible for or encumbered by. Fewer amounts withheld by the Agency shall have been paid for or otherwise satisfied.
 - b. A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c. Consent of Surety to Final Payment.
 - d. If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor

refuses to furnish a release or waiver required by the Agency, Contractor may furnish a bond satisfactory to the Engineer to indemnify the Agency against such lien.

- e. If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f. Required documentation, record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.

ADD the following: 7-3.2.1 Application for Progress Payment.

1. By the 5th day of each month, sign, fill out, and submit to the Engineer a partial payment estimate that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Engineer, provide such additional data as may be required to support the payment estimate. Such data may include submission of signed field orders and satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and Suppliers.
2. For application for progress payments, Contractor shall use the format required by the Agency. An electronic copy of the invoice form is available from the Engineer upon request. Progress payments shall be signed, and the date of the invoice shall be the date that the invoice is submitted.
3. The Agency shall not pay progress or partial payments until Contractor submits to the Engineer an updated Schedule. It is solely the Contractor's responsibility to prepare and submit the Schedule updates.
4. Disputed or incorrect applications shall be returned to the Contractor within 7 Calendar Days with documentation describing the reason for the rejection of the payment request.

ADD the following: 7-3.2.2 Amount of Progress Payments.

1. If an undisputed and properly submitted application for payment is received by the Engineer, the Agency shall pay Contractor within 30 Calendar Days after the Engineer receives the application for Payment consistent with Public Contract Code Section 20104.50. The Agency shall pay Contractor for the Work performed, including the payment for offsite stored materials per section 7-3.3.1.2, through the period covered by the application for payment if the payment amount before Retention does not exceed the percentage of completion of the Work as set forth in the SOV.

ADD the following: 7-3.2.2.1 Progress Payment for Pipelines. (This section not used)

ADD the following: 7-3.2.3 Waiver of Claims at Final Payment.

1. Contractor's acceptance of Final Payment constitutes a waiver of affirmative claims by Contractor, except those previously made in writing and identified as unsettled at the time of Final Payment, which are expressly reserved by Contractor from operation of its Release of Claims pursuant to Public Contract Code Section 7100 or other Applicable Law.

ADD the following: 7-3.2.4 Withholding of Payment and Back Charge.

1. The Engineer may withhold payment for any of the following reasons:
 - a. Defective or incomplete Work.
 - b. Stop notices, wage orders, or other withholdings required by Applicable Law.
 - c. Contractor's failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
 - d. Failure to submit monthly Construction Schedule updates.
2. The Engineer may back charge the Contractor for any of the following reasons:
 - a. Defective or incorrect Work not remedied.
 - b. Damage to Agency property or a third party's property that was caused by Contractor.
 - c. Liquidated Damages.
 - d. Non-attendance at meetings without prior cancellation notice.
 - e. Failed inspections or re-inspections paid by the Agency.

7-3.3 Delivered Materials

ADD the following: 7-3.3.1 Payment for Stored Materials on Site.

ADD the following: 7-3.3.1.1 General.

1. When authorized, Contractor may request payment for materials and equipment which has not been incorporated into the Work but will be at a later date and will be delivered and stored at the Project Site.
2. The material shall meet the Contract requirements and the material's required test results and certifications shall be filed with the Engineer.
3. Only non-perishable materials for major items of Work or Materials Subject to Price Adjustment shall be considered for payment for on-site storage. However, each individual item has a value of more than 1% of the Contract Price and shall become a permanent part of the Work.
4. Materials cost shall be evidenced by the manufacturer's paid invoice bearing the statement that Contractor has paid all invoices in full.
5. The payments for the stored materials shall not exceed the invoice price or 60% of the Bid prices for the pay items into which the materials are to be incorporated, whichever is less, unless otherwise approved by the Engineer.
6. Apply for the payment for materials stored on a form provided by the Engineer and attach documentation to show the following:
 - a. The amount paid on the invoice (or other record of production cost) for the stored items.
 - b. The dollar amount of the material incorporated into each of the various Work items for the month.
 - c. The amount that should be retained for stored materials.
 - d. That Contractor has received the materials and equipment free and are clear of all liens, charges, secured interests, and encumbrances.
 - e. That the materials and equipment are covered by the appropriate property insurance in accordance with the insurance provisions and other arrangements that protect the Agency's interest.

7. Contractor shall provide the Engineer, upon request and prior to any partial payment, documentation which transfers full legal title to such materials to the Agency conditional only upon receipt of the Final Payment. Such transfer of title or any partial payment shall not constitute acceptance by the Agency of the materials nor shall it void the right to reject materials subsequently found to be unsatisfactory in accordance with SECTION 4 – CONTROL OF MATERIALS. This shall also not relieve Contractor of any obligation arising under the Contract Documents.
8. The payments for materials on-site are subject to retention as set forth in 7-3.2, “Partial and Final Payment.”
9. Contractor shall assume all risks associated with the loss or damage to the stored products for which payment has or has not been received.
10. Equipment and materials shall be stored in accordance with manufacturer’s recommendations. The stored products shall be in a form ready for installation. The Agency shall not pay for raw materials or parts and pieces of equipment.
11. Any and all surplus materials that are not incorporated in the Work shall become Contractor’s property at no additional cost to the Agency.
12. Unless specifically provided in the Contract, payment for the materials on hand shall not be included when determining the percentage of Work completed.
13. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary, for the progress of the Work. No markup shall be applied to any material provided by the Agency.

ADD the following: 7-3.3.1.2 Payment for Stored Materials Offsite.

1. The payment of materials and equipment delivered and stored offsite shall be contingent upon Contractor’s compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
2. The Agency reserves the right to refuse approval for the payment of any equipment or materials suitably stored offsite in its sole discretion, regardless of whether all conditions in the Contract Documents have been met.
3. Partial payment may be made for products eligible for offsite delivery and storage only upon Contractor’s presentation of a bill of sale, a paid invoice, or an affidavit certifying that the material is received by the Contractor free and clear of all liens, encumbrances, and secured interest of any kind including offsite delivery.
4. Partial payment for products delivered and stored offsite shall be contingent upon Contractor’s compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
5. The cost of materials and equipment delivered but not incorporated into the Work will not be included in the progress estimate.

6. Costs associated with the delivery to and storage at an offsite facility shall be at Contractor's expense regardless of the Engineer's approval to deliver and store the materials.
7. Contractor shall provide written evidence to the Engineer of having made arrangements for unrestricted access by the Agency and the Agency's authorized representatives to the materials wherever stored, including provisions for the Agency to take control and possession of such materials at any time and without restriction. Contractor shall furnish the Engineer a permit of entry, from the owner of the property, for at least 6 months after the NOC has been filed. The permit of entry shall contain information similar to the following:

PERMIT OF ENTRY: Permission is granted to the Agency and its designated employees or agents to enter upon the property described in this permit for a period of not less than 6 months after the NOC has been filed for the Alga Norte Aquatic Center Restroom and Locker Room Repairs project for the purpose of removing materials for which advance materials on hand payment has been made to (Contractor's Name). The property is owned by (Owner's Name) and is described as follows: (Address and Description of Property). (Include signature(s) and date(s) for owner and lessee or purchaser, and, if appropriate, attach a copy of a warehouse receipt or contract for storage.

8. The material shall be clearly marked and identified as being specifically fabricated, produced, and reserved for use on the Project. The Contractor shall provide payment documentation for the materials.

7-3.4 Mobilization.

ADD the following:

1. Mobilization consists of Work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for establishment of all offices, buildings, storage yards, and other facilities necessary for the Work; and for all other Work and operations which shall be performed prior to beginning the Work and after completion of the Work on the various Contract items on the Site.
2. Contractor shall properly design the Project parameters to incorporate construction mobility for moving on and off the Site in a manner that limits disturbance to the surrounding residences, businesses, and any other citizens. This includes the designated staging areas, loading areas, and assemblage areas. Contractor shall consider and address access rights of the public at all times. Prepare a mobilization plan that shall describe and govern Contractor's mobilization activities.
3. When a Bid item has been provided for "Mobilization," payment for mobilization Work shall be distributed equally over the first 2 progress payments up to the Bid amount of the "Mobilization" Bid item but shall not exceed 3% of the Contract Price. If Contractor's Bid item for "Mobilization" exceeds 3% of the Contract Price, then anything above 3% of the Contract Price shall be paid as a part of the Final Payment.
4. The complete dismantling and removal of all of Contractor's properties, temporary facilities, equipment, materials, construction wastes, and personnel at the Site referred to as demobilization is included in the payment for mobilization, unless there is a Bid item for demobilization.

5. If a separate Bid item has not been provided for mobilization, the payment for mobilization is included in the Contract Price.

7-3.5 Contract Unit Prices (This section not used)

ADD the following: 7-3.9 Field Orders. (This section not used)

ADD the following: 7-3.10 Compensation Adjustments for Price Index Fluctuations. (This section not used)

7-4 PAYMENT FOR EXTRA WORK

7-4.1 General.

ADD the following:

1. With every request for payment, Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under the Change Order by Contractor and Contractor's Subcontractors. The reporting format shall be approved by the Engineer.
2. When the price for the Extra Work cannot be agreed upon, the Agency will pay for the Extra Work based on the accumulation of costs.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

ADD the following:

1. The costs of labor will be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.
2. The use of a labor classification which would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportionate to all their assigned work and only that applicable to Extra Work will be paid.
3. Nondirect labor costs, including superintendence, shall be considered part of the markup of Section 7-4.2.1(1).
4. The Agency reserves the right to request the following:
 - a. Financial records of salaries for an employee.
 - b. Wage rates/Certified Payroll.
 - c. Bonuses and deductions.
5. Contractor shall list the labor rates of its personnel and Subcontractors who work on the Project. The payment for payroll records is included in the Contract Price.
6. If Contractor's proposal for Extra Work is based upon services and Work to be performed outside Normal Working Hours, the labor charges associated with the Extra Work shall consist of straight time wages and burdens plus the appropriate overtime or shift premium with no additional burdens, such as fringe benefits, on the premium portion.

7-4.2.2 Tool and Equipment Rental.

DELETE in its entirety and SUBSTITUTE with the following:

1. No payment shall be made for the use of tools which have a replacement value of \$200 or less.
2. Regardless of ownership, the rates and delay factors to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. The latest edition of the Caltrans publication is available at www.dot.ca.gov. The delay factors therein shall be used as multipliers of the rental rates for determining the value of costs for delay to the Contractor and Subcontractors, if any. The labor surcharge rates published therein are not a part of this Contract.
3. Contractor shall be entitled to a rental rate adjustment when Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%. For equipment not listed in the Caltrans publication, rental rates shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.
4. Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by Contractor. If a specific piece of equipment shall be rented to be used exclusively for the Extra Work, the rental rate shall be the invoiced rate. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.
5. If rental equipment is not being used or used intermittently and could be returned to its rental source rather than holding it at the Work Site, the Contractor shall return the equipment at no expense to the Agency unless Contractor elects to keep it at the Work Site at Contractor's expense.
6. The reported rental time for equipment already at the Work Site shall be the duration of its use on the Extra Work. This time shall begin when equipment is first used on Extra Work, plus the time required to move it from its previous site and back or from its previous site to a closer site.
7. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

7-4.2.3 Materials.

The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job Site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary, for the progress of the Work. No markup shall be applied to any material provided by the Agency.

7-4.2.4 Invoices.

Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

DELETE in its entirety and REPLACE with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

| | |
|------------------------------|----|
| Labor | 20 |
| Materials | 15 |
| Equipment Rental | 15 |
| Other Items and Expenditures | 15 |

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor.

DELETE in its entirety and REPLACE with the following:

When all or any part of the Extra Work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such Work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the Extra Work and a markup of 5 percent on Work added in excess of \$5,000 of the subcontracted portion of the Extra Work may be added by the Contractor.

7-4.4 Daily Reports.

ADD the following:

Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer.

When the price for the Extra Work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

ADD the following: 8-1.1 Field Office Maintenance.

1. Contractor shall service, maintain, and clean the field office on a weekly basis to the Engineer's satisfaction.
2. Contractor shall service, clean, and maintain the portable chemical toilet and replenish bottled drinking water supplies.
3. Contractor shall service and maintain field office equipment. For the air conditioning system, Contractor shall perform the maintenance at intervals recommended by the supplier or manufacturer or as directed by the Engineer.
4. Contractor is responsible for the maintenance of all items supplied. Contractor shall repair or replace any equipment or furnishing in the event of damage or theft at no additional cost to the Agency.

ADD the following: 8-1.2 Field Office Security.

1. Contractor is responsible for field office security. Contractor shall provide field office security measures necessary for personal protection and for the prevention of vandalism and theft.

ADD the following: 8-1.3 Submittals to Be Provided.

1. Contractor shall submit:
 - a. A proposed layout of the interior of the field office showing wall partitions, doors, and telephone and electrical outlets.
 - b. A proposed Site plan showing the field office location at the Site.
 - c. Location and mailing address of the field office.
 - d. Computer workstation literature specifying peripherals and software including Wi-Fi.
 - e. Manufacturer's information for the printer/fax/copier machine and supply of paper.

END OF SECTION

00 74 00 AGENCY SUPPLEMENTAL TECHNICAL PROVISIONS (This section not used)

END OF SECTION

SECTION 2

01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- a. The Contractor shall perform Work and furnish materials, labor, tools, equipment or services that may be reasonably inferred as being required to produce the intended result, whether specifically called for in the Contract Documents, at no additional cost to the Agency.

1.05 WORK BY OTHERS

- a. During project construction, there is another project planned at the facility to re-plaster both pools and the spa. It is anticipated that during project construction, and during construction of the re-plaster project, the facility will be closed to the public and temporary trailer restroom and shower facilities will not be needed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 11 20 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- a. The Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum Bid prices. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection the Work shall be included in the Bid prices.
- b. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts therefor.
- c. Payment for each Bid Item shall be made in accordance with Sections 7-2 and 7-3 of the Agency Supplemental General Provisions and the Bid. All Work shown or described in the Contract Documents and necessary for the functioning of installed equipment or constructed facilities and the repair or replacement of damaged existing improvements in accordance with the Contract Documents shall be considered as included in the Bid Items.

1.02 BID ITEMS (This section not used)

1.03 SUBMITTALS

- a. Informational Submittals:
 1. Schedule of Values: Submit on Agency's form.
 2. Schedule of Estimated Progress Payments:
 - i. Submit with initially acceptable Schedule of Values.
 - ii. Submit adjustments thereto with Application for Payment.
 3. Application for Payment.
 4. Final Application for Payment.

1.04 CASH ALLOWANCES (This section not used)

1.05 SCHEDULE OF VALUES (SOV)

- a. The Contractor shall prepare a separate SOV for each schedule of the Work under the Contract.
- b. Upon request of the Construction Manager, the Contractor shall provide documentation to support the accuracy of the SOV.

- c. The Contractor shall prepare and submit to the Engineer for review a SOV within the time specified in the Contract Documents.
- d. When requested by the Engineer, the SOV shall divide each lump sum Bid item into its respective activities as listed in the Construction Schedule, and the sum of the costs apportioned to the activities comprising the Bid item shall equal the Bid item price. The Contractor shall add additional detail to the SOV when, in the opinion of the Engineer, such detail is necessary to represent the basis for payment. The Contractor shall submit to the Engineer a corrected Schedule of Values within 10 Calendar Days of the Engineer's request.
- e. The Contractor shall make adjustments to the approved SOV to account for Change Orders or Extra Work. The SOV entries for adjustments so made shall be approved by the Engineer.
- f. The Contractor shall submit a revised SOV with each payment request.
- g. Payment for the preparation of or revisions to the SOV shall be included in the Contract Price and no additional payment will be made therefor.
- h. Unit Price Work: Must reflect unit price quantity and price breakdown from conformed Bid Form.
- i. Lump Sum Work:
 - 1. Must reflect specified cash and contingency allowances and alternates, as applicable.
 - 2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and Contract closeout separately.
 - i. Mobilization includes, at minimum, items identified in Section 01 50 00, Temporary Facilities and Controls.
 - ii. Include item(s) for monthly progress schedule update and maintenance of Construction Manager's trailer.
 - 3. Break down by Division 02 through 49 with appropriate subdivision of each specification for each Project facility.
- j. An unbalanced or front-end loaded schedule will not be acceptable.
- k. Summation of the complete SOV representing all the Work shall equal the Contract Price.
- l. The Contractor shall submit SOV electronically in a spreadsheet format compatible with latest version of MS Excel.

1.06 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- a. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

- b. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.07 APPLICATION FOR PAYMENT

- a. Transmittal Summary Form: Attach 1 Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- b. Use detailed Application for Payment Form provided by Construction Manager.
- c. Provide separate form for each schedule as applicable.
- d. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- e. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Construction Manager.
- f. Preparation:
 - 1. Round values to nearest dollar.
 - 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Construction Manager.

1.08 PAYMENT

- a. Transmittal Summary Form: Attach 1 Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- b. Each month, the Engineer will make an approximate measurement of the Work performed to the closure date as basis for making monthly progress payments. The estimated value will be based on Contract Unit Prices, completed Change Order Work. Progress payments shall be made no later than 30 Calendar Days after the closure date. Five Working Days following the closure date, the Engineer shall complete the detailed progress pay estimate and submit it to the Contractor for the Contractor's information. Should the Contractor assert that additional payment is due, the Contractor shall within 10 Calendar Days of receipt of the progress estimate, submit a supplemental payment request to the Engineer with adequate justification supporting the amount of supplemental payment request. Upon receipt of the supplemental payment request, the Engineer shall, as soon as practicable after receipt, determine whether the supplemental payment request is a proper payment request. If the Engineer determines that the supplemental payment request is not proper, then the request shall be returned to the Contractor as soon as practicable, but not later than 7 Calendar Days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons

why the supplemental payment request was not proper. Consistent with Public Contract Code Section 20104.50, the Agency shall make payments within 30 Calendar Days after receipt of an undisputed and properly submitted supplemental payment request from the Contractor. If payment of the undisputed supplemental payment request is not made within 30 Calendar Days after receipt by the Engineer, then the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Code of Civil Procedure Code Section 685.010.

- c. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.
- d. The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.
- e. If the Contractor submits a written statement with documentation in the aforementioned time, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10, Disputed Work.
- f. The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

1.09 MOBILIZATION

- a. Payment for mobilization and preparatory Work will be made at the stipulated lump-sum price Bid therefore in the Bid Schedule, and includes full compensation for furnishing all insurance, bonds, licenses, labor, materials, utilities, tools, equipment and incidentals, and for doing all the Work involved in mobilization and preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidental to preparing to conduct Work on and off the Project Site and other offsite facilities necessary for Work on the Project; for all other facilities, sureties,

Work and operations which must be performed or costs incurred prior to beginning Work on various Contract items on or off the Project Site, excepting those specifically paid for under separate sections of these Specifications. The Contractor agrees that the stipulated lump sum amount is sufficient for Mobilization and Preparatory Work, as described in this section, and that the Contractor shall have no right to additional compensation for Mobilization and Preparatory Work.

- b. Progress payments for mobilization and preparatory Work will be made as follows: For the first progress payment (after the issuance of the Notice to Proceed), 40% of the amount Bid for mobilization and preparatory Work will be allowed. For the second progress payment, an additional 60% of the amount Bid for mobilization and preparatory Work will be allowed. Mobilization shall include preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, for the establishment of all offices, buildings and other facilities necessary for the Work, sureties and for all other Work and operations which must be performed or costs incurred prior to beginning and after completion of the Work excepting those specifically paid for under a separate Bid item. The dismantling and removal of temporary facilities, equipment, materials, construction waste and personnel shall be included in the payment for mobilization.
- c. When a Bid item has been provided for "Mobilization," payment shall be distributed equally over the first 2 progress payments up to the amount of the Bid item price but shall not exceed 3% of the Contract Price. If the Bid item for "Mobilization" exceeds 3% of the Contract Price, the portion above 3% of the Contract Price shall be paid as a part of the Final Payment.

1.10 EXCAVATION AND TRENCHING (This section not used)

1.11 PIPELINES (This section not used)

1.12 SEWERS (This section not used)

1.13 PIPELINES (This section not used)

1.14 MISCELLANEOUS CONCRETE (This section not used)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 CONSTRUCTION MANAGEMENT SOFTWARE

1.01 PROCORE PROJECT MANAGEMENT AND COLLABORATION SYSTEM

- a. This project will utilize the Owner's Procore (www.procore.com) online project management and document control platform. The intent of utilizing Procore is to reduce cost and schedule risk, improve quality and safety, and maintain a healthy team dynamic by improving information flow, reducing non-productive activities, reducing rework and decreasing turnaround times. The Contractor is required to create a free web-based Procore user account(s) and utilize web-based training / tutorials (as needed) to become familiar with the system. Unless the Engineer approves otherwise, the Contractor shall process all project documents through Procore because this platform will be used to submit, track, distribute and collaborate on project. If unfamiliar or not otherwise trained with Procore, Contractor and applicable team members shall complete a free training certification course located at <http://learn.procore.com/procore-certification-subcontractor>. The Contractor is responsible for attaining their own Procore support, as needed, either through the online training or reaching out to the Procore support team. It will be the responsibility of the Contractor to regularly check Procore and review updated documents as they are added. There will be no cost to the Contractor for use of Procore.

It is recommended that the Contractor provide mobile access for Windows, iOS located at <https://apps.apple.com/us/app/procore-construction-management/id374930542> or Android devices located at <https://play.google.com/store/apps/details?id=com.procore.activities> with the Procore App installed to at least one on-site individual to provide real-time access to current posted drawings, specifications, RFIs, submittals, schedules, change orders, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties. The use of Procore for project management does not relieve the contractor of any other requirements as may be specified in the contract documents.

END OF SECTION

01 32 00 SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

- a. Each submittal shall be consecutively numbered. Resubmittals shall be labeled with the original submittal number followed by an ascending alphabetical designation (e.g., '4-A' would indicate the first resubmittal of the fourth submittal). Each submittal shall be accompanied by a letter of transmittal on the Contractor's letterhead which shall contain the following:
 1. Agency Project title and Contract number.
 2. Specification section number(s) pertaining to material submitted for review.
 3. Submittal number.
 4. Description of the contents of the submittal.
 5. Identification of any deviation from the Contract Documents on the transmittal and by redline on the shop or working Drawings.
 6. Contractor's certification statement.
 7. Printed name and signature of submitter, title and date.
- b. The Contractor shall place the following certification statements on all submittals and shall subscribe to one of the following:

"I certify that the materials, equipment or construction procedure(s) contained in this submittal meet all requirements shown or specified in the Contract Documents with no exceptions."

Or

"I certify that the materials, equipment or construction procedure(s) contained in this submittal meet all requirements shown or specified in the Contract Documents, except for the following deviation(s):"
- c. Shop Drawings and engineering data (submittals) covering all equipment and all fabricated components and building materials which will become a permanent part of the Goods and Special Services under this Contract shall be submitted to Engineer for review, as required. Submittals shall verify compliance with the Contract Documents, and shall include Drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
- d. Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Contractor shall submit a complete initial submittal including all components. When an item consists of components from several sources, Contractor's initial submittal shall be complete including all components.
- e. All submittals, regardless of origin, shall be approved by Contractor and clearly identified with the name and number of this Contract, Contractor's name, and references to

applicable specification paragraphs and Contract Drawings. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Contractor. Each submittal shall indicate the intended use of the item in the Goods and Special Services. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all Drawings and other descriptive data.

- f. Contractor shall be solely responsible for the completeness of each submittal. Contractor's stamp or affixed approval statement of a submittal, is a representation to Engineer that Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Goods and Special Services and the Contract Documents.
- g. All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- h. For electronic submittals, drawings and the necessary data shall be submitted electronically to Engineer as specified below. Submittal documents shall be in black and white unless color is required for the review of the submittal. All electronic files shall be in PDF as generated by Adobe Acrobat Professional latest version. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Optical Character Recognition (OCR) capture must be performed on these images so that text can be searched, selected and copied from the generated PDF file. The PDF documents shall have a bookmark created in the navigation frame for each major entry ("Section" or "Chapter") in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file. The opening view for each PDF document shall be as follows:
 - 1. Initial View: Bookmarks and Page
 - 2. Magnification: Fit In Window
 - 3. The file shall open to the Contractor's transmittal letter, with bookmarks to the left. The first bookmark shall be linked to the Table of Contents.

PDF document properties shall include the submittal number for the document title and the Contractor's name for the author.

- i. Electronic submittal file sizes shall be limited to 10 MB. When multiple files are required for a submittal the least number of files possible shall be created.
- j. The Contractor shall post submittals and retrieve the Engineer's submittal review comments through the Engineer's (Consulting Engineer's) Project website accessible

through the Internet. Instruction on procedures for posting and retrieving submittals will be provided after award of the Contract.

- k. Facsimiles (fax) will not be acceptable. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

1.02 ENGINEER'S REVIEW OF SUBMITTALS

- a. Engineer's review of submittals covers only general conformity to the Drawings and Specifications, external connections, and dimensions that affect the layout; it does not indicate thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. Engineer's review shall not relieve Contractor of sole responsibility for errors, omissions, or deviations in the Drawings and data, nor of Contractor's sole responsibility for compliance with the Contract Documents.
- b. Engineer's submittal review period shall be 21 consecutive Calendar Days and shall commence on the first Calendar Day following receipt of the submittal or resubmittal in Engineer's office. The time required to mail the submittal or resubmittal back to Contractor shall not be considered a part of the submittal review period.
- c. When the Drawings and data are returned with review status "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION," the corrections shall be made as instructed by Engineer. If submittals are made in hard copy, 5 corrected copies shall be resubmitted. If submittals are made electronically, the corrected Drawings and data shall be resubmitted through the Project website. Resubmittals by facsimile or e-mail will not be accepted. When the Drawings and data are returned with review status "EXCEPTIONS NOTED," "NO EXCEPTIONS NOTED," or "RECORD COPY," no additional copies need be furnished unless specifically requested by Engineer.

1.03 RESUBMITTAL OF DRAWINGS AND DATA

- a. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal.
- b. When corrected copies are resubmitted, Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.
- c. If more than 1 resubmittal is required because of failure of Contractor to provide all previously requested corrected data or additional information, Contractor shall reimburse Agency for the charges of Engineer for review of the additional resubmittals. This does not include initial submittal data such as shop tests and field tests that are submitted after initial submittal.

- d. Resubmittals shall be made within 30 Calendar Days of the date of the letter returning the material to be modified or corrected, unless within 14 Calendar Days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
- e. The need for more than 1 resubmittal, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of Engineer to review and return any submittal to Contractor within the specified review period.

1.04 COLOR SELECTION

- a. Contractor shall submit samples of colors and finishes for all accepted products before Engineer will coordinate the selection of colors and finishes with Agency. Engineer will prepare a schedule of finishes that include the colors and finishes selected for both manufactured products and for surfaces to be field painted or finished and will furnish this schedule to Contractor within 60 Calendar Days after the date of acceptance of the last color or finish sample.

1.05 OPERATION AND MAINTENANCE DATA AND MANUALS

- a. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier shall prepare a Project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.
- b. Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.
- c. Operation and maintenance manuals shall include the following:
 - 1. Equipment function, normal operating characteristics, and limiting conditions.
 - 2. Assembly, installation, alignment, adjustment, and checking instructions.
 - 3. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - 4. Lubrication and maintenance instructions.
 - 5. Guide to troubleshooting.
 - 6. Parts lists and predicted life of parts subject to wear.
 - 7. Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
 - 8. Test data and performance curves, where applicable.
- d. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Contractor.
- e. Manuals shall be submitted in electronic format to the Engineer prior to the date of shipment of the equipment. The manuals shall be submitted and the Engineer's review comments retrieved, through the Project website accessible through the Internet.

Instruction on procedures for posting and retrieving O&M submittals and review comments will be provided after award of the Contract. When the O&M manuals are reviewed "RETURNED FOR CORRECTION," the corrections shall be made as instructed by the Engineer or Consulting Engineer, and corrected manuals resubmitted to the Engineer or Consulting Engineer. When review by the Engineer is complete, 3 copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only 1 copy of 1 manual. Delivery of the final O&M shall be made 30 Calendar Days prior to placing the equipment in operation.

- f. All material shall be marked with Project identification, and inapplicable information shall be marked out or deleted.
- g. Shipment of equipment will not be considered complete until all required manuals and data have been received.

1.06 HARD COPY OPERATIONS AND MAINTENANCE MANUALS (This section not used)

1.07 ELECTRONIC OPERATIONS AND MAINTENANCE MANUALS

- a. Electronic manuals shall be in Adobe Acrobat's PDF, and shall be prepared at a resolution between 300 and 600 dpi, depending on document type. OCR capture shall be performed on these documents. OCR settings shall be performed with the "original image with hidden text" option in Adobe Acrobat Exchange.
- b. File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the 5-digit number corresponding to the specification section, YYY is a 3-digit O&M manual number, e.g., 001, Z is the letter signifying a resubmittal, A, B, C, etc, and V is a number used only when more than one 10 MB file is required for an O&M manual.
- c. Documents prepared in PDF format shall be processed as follows:
- d. Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.
 - 1. Of material to update the manual provided by the manufacturer. Pages shall be rotated for viewing in proper orientation.
 - 2. A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
 - 3. Embedded thumbnails shall be generated for each completed PDF file.
 - 4. The opening view for PDF files shall be as follows:
 - 5. Initial View: Bookmarks and Page
 - 6. Page Number: Title Page (usually Page 1)
 - 7. Magnification: Set to Fit in Window
 - 8. Page: Single Page
 - 9. Where the bookmark structure is longer than 1 page, the bookmarks shall be collapsed to show the chapter headings only.

10. When multiple files are required the first file of the series (the parent file) shall list every major topic in the Table of Contents. The parent file shall also include minor headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents," e.g., Return to the Polymer Feed System Table of Contents.
11. Drawings shall be bookmarked individually.
12. Files shall be delivered without security settings to permit editing, insertion and deletion

1.08 LABELING

- a. As a minimum, the following information shall be included on all final O&M manual materials, including CD-ROM disks, jewel cases, and hard copy manuals:
 - Equipment name and/or O&M title spelled out in complete words.
 - Project Name.
 - Agency Project/Contract Number.
 - Specification Section Number. Example: "Section 15 55 00"
 - Manufacturer's name.
 - File Name and Date.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 33 00 CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 PROGRESS SCHEDULE

- a. A Progress Schedule shall be used to control the Work and to provide a definitive basis for determining Project progress. The Progress Schedule shall be prepared, maintained and updated by the Contractor and historical dates agreed monthly with the Engineer. The Contractor shall submit a preliminary Progress Schedule and a Progress Schedule for acceptance by the Engineer. These schedules shall be the Contractor's working schedules and shall be used to plan, organize and execute the Work, record and report actual performance and progress, and show how the Contractor plans to complete all remaining Work as of the end of each progress report period.
- b. The Progress Schedule shall comprise all the detailed construction-related activities using the CPM. The Progress Schedule shall provide sufficient detail and clarity to reflect the intricacies and interdependencies of activities so the Contractor can plan, schedule, monitor, control and report on the progress of its work. In addition, it shall provide the Engineer and Agency a tool to monitor and follow the progress for all phases of the Work.
- c. The Contractor shall perform Work and furnish materials, labor, tools, equipment or services that may be reasonably inferred as being required to produce the intended result, whether specifically called for in the Contract Documents, at no additional cost to the Agency.
- d. Visible, existing improvements for which no specific disposition is made on the Plans, but which interfere with the Work, shall be removed and disposed of by the Contractor with the prior approval of the Engineer.
- e. Scheduling software shall be Primavera Project Manager (P6) without exception.

1.02 PRE-CONSTRUCTION SCHEDULING CONFERENCE

- a. The Engineer will conduct a pre-construction scheduling conference with the Contractor to review requirements for the schedules including SOV and schedule configuration. The conference shall be conducted sufficiently early to allow the Contractor to submit the preliminary Progress Schedule within 10 Calendar Days of the Effective Date of the Contract.
- b. At this meeting, the Contractor shall explain in detail the procedure to be used to develop the schedule activity SOV and cash flow. This procedure is subject to the review and acceptance of the Engineer.

1.03 PRELIMINARY PROGRESS SCHEDULE

- a. Following the pre-construction scheduling conference but within 10 Calendar Days of the Effective Date of the Contract, the Contractor shall submit a preliminary Progress Schedule for review by the Engineer. The preliminary Progress Schedule shall show detailed construction-related activities for the first 45 Calendar Days of the Project. The remainder of the Contract activities shall be shown as summary bars within the

milestones of the Work. If the Engineer has comments on the preliminary Progress Schedule, Contractor shall make the necessary changes and resubmit it within 10 Calendar Days. No progress payments will be made during the period specified above for the preliminary Progress Schedule until the preliminary Progress Schedule has been accepted by the Engineer.

- b. The preliminary Progress Schedule shall:
 - 1. Illustrate a feasible schedule for completion of the Work within the time and milestones specified.
 - 2. Provide an elementary example of the schedule in the format to be used for the Progress Schedule.
 - 3. Include the activity code structure as described in paragraph 1.18 ACTIVITY CODES.
- c. Preliminary Progress Schedule Submittal Format: Contractor shall submit 2 compact disks of the preliminary Progress Schedule. Compact disks shall be read-write and enable the use of the schedule as an executable file as described in this part. A brief narrative shall accompany the submittal, describing Contractor's scheduling approach to the Project. The narrative shall include a description of the Contract milestones, approach for construction activities during the period of the preliminary Progress Schedule, description of the general approach of the activities for the Work beyond the preliminary Progress Schedule period, a description of the Project's Critical Path, identification of critical long-lead submittals, and planned outages. The narrative shall also incorporate activity codes, calendars, weather days, milestone constraints, and work breakdown structure in accordance with the requirements specified in this part.

1.04 PROGRESS SCHEDULE

- a. The Progress Schedule comprises all the construction-related activities for the Work and shall show the order in which the Contractor proposes to carry out the Work. Contractor shall include milestones, coordination necessitated by limited access and available work areas, and the availability and use of the labor force, material and equipment. Contractor shall use the Progress Schedule to plan, schedule and coordinate the Work including activities of Subcontractors, equipment vendors, and suppliers.
- b. The Progress Schedule shall be to the level of detail acceptable to the Engineer, and shall include the following:
 - 1. Organization and structural breakdown of the Project;
 - 2. Milestones and completion dates;
 - 3. Type of Work to be performed and the labor trades involved;
 - 4. Purchase, manufacture and delivery activities for major materials and equipment;
 - 5. Preparation, submittal, and acceptance of shop drawings and material samples;
 - 6. Deliveries of Agency-furnished equipment and/or materials;
 - 7. Acceptances required by regulatory agencies and/or other third parties;
 - 8. Assignment of responsibility for each activity;
 - 9. Access requirements to Work areas;

10. Identification of interfaces and dependencies with preceding, concurrent and follow on Contractors;
 11. Tests, submittal of test reports and acceptance of test results;
 12. Planning for phased or total acceptance by Agency; including start up and commissioning;
 13. Identification of any labor force, material and equipment restrictions.
 14. Sequence of construction to maintain plant operations;
 15. Planned outages.
- c. The activities included in the Progress Schedule shall be defined in Working Days. Durations shall be based on the labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. Activity durations shall be 20 Working Days or less except in the case of non-construction activities such as procurement of materials, delivery of equipment, and concrete curing. All durations shall be the result of definitive labor force and resource planning by Contractor to perform the Work, in consideration of contractually defined on Site Work conditions and Contractor's planned means and methods.
- d. When the Progress Schedule is accepted by the Engineer, the Engineer will save a copy of the Progress Schedule as the baseline schedule, and will use it for analysis of Contractor's progress.
- e. The Contractor shall update the Progress Schedule monthly.

1.05 ELECTRONIC PROGRESS SCHEDULE FORMAT AND REPORTING

- a. The Progress Schedule shall be created using Primavera P6 scheduling software. Contractor shall use Engineer's file-naming format throughout the Project.
1. Electronic schedule files shall be saved with .XML or .XER file extensions.
 2. Primavera Project Manager settings for "Baseline Type" shall be used in the following manner:
 - i. Select <None> as the baseline type for the Preliminary Schedule Submittal.
 - ii. Once the Preliminary and Project Schedule are accepted, the baseline type shall be named <Initial Plan>.
 - iii. Each subsequent Project Schedule update shall set the baseline type to <Last Performance Update>.
 3. The data date for schedule calculation in the preliminary Progress Schedule and Progress Schedule shall be set as the date of the Notice to Proceed unless otherwise specified by the Engineer.

1.06 COST LOADING (This section not used)

1.07 RESOURCE LOADING

- a. The Contractor shall build a resource (labor force) library within Primavera and assign resources to each applicable Progress Schedule activity. Resource-loading shall determine the activity duration based on the assigned resource. The Contractor shall submit a resource analysis report produced from Primavera in the form of a series of graphics

showing the principal trades. The report shall show the number of worker-days of effort for each month over the life of the Contract. The labor force requirements forecast shall be updated monthly and shall include the actual labor force used by trade as of the current report period and the labor force required to complete the Work.

1.08 COORDINATING PROGRESS SCHEDULE WITH OTHER CONTRACT SCHEDULES

- a. Where Work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Progress Schedule shall be coordinated with the schedules of the other contracts. Agency will provide the schedules of other contracts for preparation and updating of the Progress Schedule. Contractor shall revise the Progress Schedule as required by changes in schedules of other contracts.
- b. In case of interference between the operations of different Contractors, the Agency will determine the work priority of each Contractor and the sequence of work necessary to expedite the completion of the entire Project. In all such cases, the decision of Agency shall be accepted as final.

1.09 SUBMITTALS

- a. The Progress Schedule and associated reports shall be submitted to the Engineer for acceptance within the period of the preliminary Progress Schedule specified in 1.05(3). If the Progress Schedule is not submitted, no progress payments will be made after the due date until the Progress Schedule has been submitted.
- b. Printouts and electronic layouts required as part of the Progress Schedule submittal and monthly updates are as follows:
 1. Summary Schedule: 1-page milestone and summary schedule, sorted by total float, early-start, early-finish;
 2. Detailed Project Schedule: organized by WBS or area of Work; sorted by total float, early-start, early-finish;
 3. Critical Path Schedule: sorted based on the total float, early-start, early-finish;
 4. 60-Calendar-Day Look Ahead Schedule: sorted by total float, early-start, early-finish;
 5. Activities in Progress: organized by WBS or area of Work; sorted by total float, early-start, early-finish;
 6. Cash Flow Trending Report: presented in an S-Curve format based on original planned early start and late start forecasted expenditures. In addition, the historical actual data point(s) are to be graphed within the S-Curve graphic report;
 7. Monthly payment projections;
 8. Out-of-sequence Report: tabular report showing Work performed out-of-sequence.
- c. Contractor shall submit additional layouts if directed by Engineer.

- d. The submittal shall include the following:
 - 1. Narrative report summarizing the Contract milestones, Critical Path, Project approach including phasing or use of crews, significant submittal and fabrication items, coordination or interface requirements, Agency-provided items, and list of Subcontractors and vendors.
 - 2. Graphic reports including Critical Path report (longest path), summary schedule report, total float report by early-start early-finish, look-ahead report grouped by work breakdown structure or Project phasing, and cash flow projection. Cash flow projections include estimated cumulative cost curves based on early and late start dates and projection of monthly payments over the life of the Project
- e. The schedule, Critical Path, and look-ahead schedules shall be submitted on E (34"x44") size paper or 36" wide plots;
- f. The Progress Schedule file shall be submitted in an executable format, using Primavera Project Manager format on a read-write compact disk.
- g. The narrative and graphic reports shall be provided on 8"x11" paper and E-size plots respectively.
- h. Contractor shall submit 4 copies of each deliverable.

1.10 MONTHLY SCHEDULE UPDATES

- a. Monthly Progress Schedule updates shall be submitted for the duration of the Contract on a date agreed to by the Agency, Engineer, and Contractor. If monthly Progress Schedule updates are not submitted by the due date, progress payments will be withheld until the required information is submitted.
- b. The updated schedule shall be reviewed each month in a meeting with Engineer to verify:
 - 1. Actual start dates,
 - 2. Actual completion dates,
 - 3. Activity percent completion,
 - 4. Revised logic (as-built and projected) and changes in activity durations, cost assigned,
 - 5. Cost influence of Change Orders, if any,
 - 6. Revisions due to extension of time.
- c. Prior to each meeting, Contractor shall prepare a complete and accurate report of current procurement and construction progress through the end of the update period, and a depiction of how Contractor plans to continue the Work to meet all Contract completion dates. All network changes and status data agreed to during each update meeting shall be considered as accepted by both parties unless written notice of any exceptions is given within 5 Calendar Days after the meeting.
- d. For major network changes that cannot be agreed to during an updating meeting, Contractor shall submit the proposed changes for Engineer's acceptance prior to inserting such changes into the network. Submittals may be in the form of marked up networks, fragnets, or schedule abstracts, provided they are submitted with a letter of transmittal.

A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate how Project events have an impact on the schedule.

1.11 DATA DATE

- a. The data date is the re-settable date in P6 that serves as the end of a reporting period. The reporting period will be recorded on a monthly basis, e.g., January 1st through January 31st with the 31st as the data date. If required for coordination purposes by the Agency, the Engineer will provide specific data dates to be used by the Contractor.

1.12 REVIEW PROCESS

- a. Engineer will review Contractor's preliminary Progress Schedule and full Progress Schedule submittals within 15 Calendar Days after receipt of all required information.
- b. At the request of Agency or Engineer, Contractor shall participate in any meetings necessary to reach a mutual agreement and acceptance of the preliminary Progress Schedule, Progress Schedules, or Cash Flow Projections.
- c. If any of the required submittals are returned to Contractor for corrections or revisions, they shall be resubmitted within 10 Calendar Days after the return mailing date. Resubmittals shall include all information and media included in the first submittal. Review and response by Engineer will be given within 10 Calendar Days after receipt of each resubmittal.
- d. Schedules shall show Contract completion of the Work on the Contract completion date and with zero or positive total float even if the Contractor plans to finish early. In no event shall acceptance of the schedule be a basis for a claim for delay against Agency or Engineer by Contractor for an early finish. A Progress Schedule containing activities with negative float or that extend beyond the Contract completion date will not be acceptable.
- e. Acceptance of the Progress Schedule by Engineer does not relieve Contractor of responsibility for accomplishing the Work by the Contract completion date. Omissions and errors in the accepted Progress Schedule shall not relieve the Contractor of obligations under the Contract. Acceptance by Engineer in no way makes Engineer or Agency an insurer of the Schedule's success or liable for time or cost overruns. Engineer and Agency disclaim any obligation or liability by reason of acceptance of the Progress Schedule by the Engineer.

1.13 RESPONSIBILITY OF SCHEDULE COMPLIANCE

- a. Whenever it becomes apparent from the current Progress Schedule that the Critical Path is delayed and the Contract completion date will not be met, Contractor shall mitigate the delay by taking some or all of the following actions at no additional cost to Agency.
 1. Increase construction labor force in such quantities and crafts as will bring the Project back on schedule within the completion dates and milestones.
 2. Increase the number of working hours per shift, shifts per day, Working Days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the backlog of Work.

3. Re-schedule activities to achieve maximum practical concurrence of activities and to comply with the schedule date(s).
- b. Within 10 Calendar Days of the Engineer's request, Contractor shall submit a recovery schedule and written statement of the steps intended to remove or arrest the delay to the Critical Path in the schedule. If the Contractor fails to submit the required information or should fail to take measures acceptable to the Engineer, the Engineer with Agency concurrence may direct Contractor to increase labor force, equipment and scheduled Work hours to remove or arrest the delay to the Critical Path and the Contractor shall promptly provide such level of effort at no additional cost to Agency.
- c. In the event Contractor fails to follow the updated or revised recovery schedule, Agency may elect to withhold progress payments until Contractor complies with the revised schedule.
- d. Should Contractor's efforts not remove or arrest the delay to the Critical Path of the accepted schedule, then Agency shall be entitled to supplement Contractor's workforce and equipment to remove and arrest any delay, and shall be entitled to deduct all costs and expenses associated with the supplemental workforce and equipment from payments due to the Contractor. If insufficient Contract funds remain, Agency may recover such funds from Contractor and its Surety.

1.14 CHANGE ORDERS, DELAYS, AND EXTENSIONS OF TIME

- a. When Change Orders or delays are experienced by Contractor and Contractor requests an extension of time, Contractor shall submit a written time impact analysis to the Engineer illustrating the influence of each change or delay to the current Contract Schedule completion date. Each time impact analysis shall include a fragment incorporating the Change Order or delay into the Progress Schedule to demonstrate how Contractor was delayed.
- b. Each time impact analysis shall demonstrate the estimated time impact based on the events of the change or the delay; the date the change was given to Contractor or the delay incurred, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the Progress Schedule or as adjusted for the events of delay.
- c. Three copies of the time impact analysis and an electronic copy on compact disk shall be submitted within 7 Calendar Days of delay occurrence or direction to proceed with a change is given to Contractor. No time extensions will be considered if the time impact analysis is not submitted within the specified time.
- d. The Engineer will review Contractor's time impact analysis. Contractor shall furnish such justification and supporting evidence as the Engineer deems necessary to determine whether Contractor is entitled to an extension of time. Engineer's review of each time impact analysis will be made within 5 Working Days of receipt of the time impact analysis and additional information as required by the Engineer, unless subsequent meetings and negotiations are necessary.

- e. The Contract completion time will be adjusted only for causes specified in paragraph 15. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the Critical Path at the time of actual delay. Delays in activities which are not on the Critical Path and do not affect Contract completion dates, will not be considered for an extension of time.

1.15 CAUSES FOR EXTENSIONS OF TIME

- a. Additional positive total float in the Progress Schedule generated by efficiencies of Agency or Contractor is a shared commodity to be reasonably used by either party, and belongs exclusively to the Project. The Contractor is not entitled to any additional compensation for completion of the Project prior to expiration of the Contract Times.
- b. Agency-Initiated Changes. Agency initiated changes to the Contract Work that absorb float time will not be considered for an extension of time. Agency-initiated changes that affect the Critical Path of the Progress Schedule shall be grounds for extending or shortening completion dates. Use of float time for Contractor initiated changes will require Agency's concurrence. Contractor's changes, however, shall give way to Agency-initiated changes competing for the same float time.
- c. Outside Contractor's Control. Events outside of the Contractor's control that affect the Critical Path of the Progress Schedule will be considered for an extension or reduction of the Contract Times.
- d. Weather Delays. Engineer will obtain weather data during construction from a reputable source, and will maintain weather records.
 - 1. Engineer will determine Contractor's entitlement to an extension of the Contract Time as a result of weather delays. Extensions of time will be granted at the discretion of the Engineer for circumstances not covered by the flow chart.
 - 2. Any weather-related extension of Contract Time shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather days is less than expected, shall contribute to the Project float and shall not affect the Contract Times.
 - 3. Application for a weather-related extension of time shall be submitted to the Engineer, and shall state the extension requested and be supported by the relevant weather data.

1.16 AS-BUILT SCHEDULE

- a. As a condition precedent to release of final payment, the last update to the Progress Schedule submitted shall be identified by the Contractor as the "As-Built Schedule." The "As-Built Schedule" shall reflect the exact manner in which the Project was actually

constructed (including actual start and completion dates, activities, sequences, and logic) and shall be signed and certified by the Contractor's Project manager.

1.17 SCHEDULE SOFTWARE SETTINGS AND RESTRICTIONS

- a. Contractor shall consult with Engineer for acceptable Primavera Project Manager software settings and restrictions. The following shall apply unless otherwise directed by the Engineer.
 1. Schedule Options:
 - i. Shall be defined only to "Use expected finish dates";
 - ii. Scheduling progressed activities to be set to "Use only retained logic," not progress override option;
 - iii. Critical Path activities defined as Total Float less than or equal to zero;
 - iv. Calculating start-to-start lag from "early start" dates; and computing total float as "finish float = late finish – early finish";
 - v. Calendar to be set for scheduling relationship lag as "Predecessor Activity Calendar."
 2. Activity progress shall be shown using Remaining Duration. Date format shall be DDMMYY.
 3. Default activity type shall be set to "Independent Task."
 4. Date/time activity constraint(s), other than those required by the Contract, will not be allowed unless accepted by Engineer. Contractor shall identify proposed constraints and explain the constraint purpose in the Narrative Report.
 5. Lags shall not be used in the creation of an activity that will perform the same function, e.g., concrete cure time. Lag durations contained in the Project Schedule shall not have a negative value. Contractor shall identify any lag proposed and explain the purpose of the lag in the Narrative Report.
 6. Actual Start and Finish dates shall not be automatically updated by default mechanism that may be included in the CPM scheduling software system. Actual Start and Actual Finish dates on the CPM schedule shall be updated by actual Work progression.

1.18 ACTIVITY CODES

- a. The Primavera (P6) activity codes and WBS to be confirmed or revised by the Engineer are listed below. Confirmation or revision of the activity codes and WBS will be provided to the Contractor within 3 Working Days of the Effective Date of the Contract. Use of the Engineer prescribed activity codes and WBS is mandatory.
- b. "Project Codes" as defined by Primavera P6 is reserved for the Agency. Only "Activity Codes" at Project Level will be permitted for Contractor use.

| <u>Activity Code</u> | <u>Code</u> | <u>Description</u> |
|----------------------|-------------|-------------------------|
| Phase | 0005 | Construction Phase |
| Construction Phase | A | Milestones |
| | BC | Administrative |
| | D | Submittals |
| | E | Construction Activities |
| | | Closeout Phase |
| Submittals | SUB | Submittals |
| | R&A | Review & Approve |
| | F&D | Fabricate & Deliver |

Other Codes to be prescribed by Engineer or requested by Contractor for Project specific criteria.

1.19 ACTIVITY RELATIONSHIPS

- a. Relationships between activities shall be identified with the following information:
 1. Predecessor and successor activity ID.
 2. Relationship types:
 - i. FS Finish to start
 - ii. SS Start to start
 - iii. FF Finish to finish
 - iv. SF Start to finish – This relationship is not allowed, unless authorized by Engineer.

1.20 PROJECT CALENDARS

- a. Project Calendars shall use Working Days and Calendar Days as the planning unit for the schedule. Use of Global Calendars is reserved for Agency. Each calendar shall be set to start on Mondays with holidays in accordance with Agency policy. The following calendars shall be used for each activity except as otherwise accepted by Engineer:
 1. 5-Day x 8 Hour Workweek (with holidays) shall be used for 5-day 40-hour workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal work activities, submittals, and fabricate and delivery activities. This calendar shall be the default calendar for the Project unless otherwise specified.
 2. 5-Day x 10-Hour Workweek (with holidays) shall be used for 5-day 50-hour workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar.
 3. 6-Day x 10-Hour Workweek (with holidays) shall be used for 6-day 60-hour workweek activities. Monday through Saturday. All holiday and non-work days shall be assigned to this calendar.
 4. 7-Day Calendar (no holidays) shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar.
 5. Additional Calendars may be assigned depending on need. However, Contractor shall consult with the Engineer before other calendars are entered and/or used in the Project schedule.
- b. The workday to calendar day correlation shall be based on a single shift and 5-day work week with adequate allowance for holidays, adverse weather, and all other special requirements of the Work. Contractor may, at his option, propose alternate baseline calendars to allow a second shift and/or a single shift on Saturdays subject to the concurrence and acceptance of Agency. Under no circumstances will a schedule be accepted which allows regularly scheduled Work on Sundays.

1.21 FLOAT

- a. Contractor shall not use float suppression techniques, including preferential sequencing (arranging Critical Path through activities more susceptible to Agency caused delay); lag logic restraints; zero total or free float constraints; extended activity times; or imposing constraint dates other than as required by the Contract. Float suppression will be cause

for rejection of the preliminary Progress Schedule or full Progress Schedule and its updates.

1.22 MANDATORY MILESTONES

- a. The Contract duration shall be equal to the time period between the Notice to Proceed and the completion milestone. The following milestones are mandatory.
 1. Project Award Milestone
 2. Notice to Proceed Milestone
 3. Substantial Completion is [Insert number and type (i.e., Working or Calendar)] days from Notice to Proceed
 4. Completion is [Insert number and type i.e., Working or Calendar] days from Notice to Proceed

- b. The following additional milestones are to be considered and incorporated into the Progress Schedule in accordance with the Contract terms, if applicable.
 1. Permit constraints
 2. Facility shut down or outage milestone requirements
 3. Applicable phasing milestones
 4. Other milestones deemed appropriate by the Engineer.

PART 2 EXECUTION

2-1.1 Preconstruction Meeting

After, or upon, notification of Contract award, the Engineer will set the time and location for the Preconstruction Meeting. Attendance of the Contractor's management personnel responsible for the management, administration, and execution of the Project is mandatory for the meeting to be convened. Failure of the Contractor to have the Contractor's responsible Project personnel attend the Preconstruction Meeting will be grounds for default by Contractor per Supplemental General Provisions Section 6-7. No separate payment will be made for the Contractor's attendance at the meeting. The Notice to Proceed will only be issued on or after the completion of the Preconstruction Meeting.

2-1.2 Preparation and Review of the Baseline Construction Schedule

The Contractor shall prepare the Baseline Construction Schedule as a CPM Schedule in the precedence diagram method (activity-on-node) format. The Baseline Construction Schedule shall depict a workable plan showing the sequence, duration, and interdependence of all activities required to represent the complete performance of all Project Work as well as periods where Work is precluded. The Baseline Construction Schedule shall begin with the projected date of issuance of the Notice to Proceed and conclude with the date of final completion per the Contract duration. The Baseline Construction Schedule shall include detail of all Project phasing, staging, and sequencing, including all milestones necessary to define beginning and ending of each phase or stage.

2-1.2.1 Time-Scaled Network Diagram

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a complete time-scaled network diagram showing all of the activities, logic relationships, and milestones comprising the schedule.

2-1.2.2 Tabular Listing

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a tabular listing of all of the activities, showing for each activity the identification number, the description, the duration, the early start, the early finish, the late start, the late finish, the total float, and all predecessor and successor activities for the activity described.

2-1.2.3 Bar Chart

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a chart showing individual tasks and their durations arranged with the tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the Critical Path.

2-1.2.4 Schedule Software

The Contractor shall use commercially available software equal to the Windows 2000 compatible "Suretrak" program by Primavera or "Project" program by Microsoft Corporation to prepare the Baseline Construction Schedule and all updates thereto. The Contractor shall submit to the Agency a digital file with all network information contained on it, in a format readable by a Microsoft Windows 2000 system. The Agency will use a "Suretrak," "Project" or equal software program for review of the Contractor's schedule. Should the Contractor elect to use a scheduling program other than the "Suretrak" program by Primavera or "Project" program by Microsoft Corporation, the Contractor shall provide the Engineer 3 copies of the substituted program that are fully licensed to the Agency and 32 class hours of on-site training by the program publisher for up to 8 Agency staff members. The classes shall be presented on Mondays through Thursdays, inclusive, between the hours of 8:00 a.m. and 5:00 p.m. The on-site training shall be held at 1635 Faraday Avenue, Carlsbad, California. The dates and times of the on-site training shall be submitted to the Engineer for approval 5 Working Days before the start of the on-site training. The on-site training shall be completed prior to the submittal of the first Baseline Construction Schedule.

2-1.2.5 Schedule Activities

Except for submittal activities, activity durations shall not be shorter than 1 Working Day nor longer than 15 Working Days, unless specifically and individually allowed by the Engineer. The Baseline Construction Schedule shall include between 100 and 500 activities, including submittals, interfaces between utility companies and other agencies, Project milestones and equipment and material deliveries. The number of activities will be sufficient, in the judgment of the Engineer, to communicate the Contractor's plan for Project execution, to accurately describe the Project Work, and to allow monitoring and evaluation of progress and of time impacts. Each

activity's description shall accurately define the work planned for the activity and each activity shall have recognizable beginning and end points.

2-1.2.6 Float

Float or slack time within the schedule is available without charge or compensation to whatever party or contingency first exhausts it.

2-1.2.7 Restraints to Activities

Any submittals, utility interfaces, or any furnishing of Agency supplied materials, equipment, or services, which may impact any activity's construction shall be shown as a restraint to those activities. Time periods to accommodate the review and correction of submittals shall be included in the schedule.

2-1.2.8 Late Completion

A Baseline Construction Schedule showing a Project duration longer than the specified Contract duration will not be acceptable and will be grounds for determination of default by Contractor, per Agency Supplemental General Provisions Section 6-4.

2-1.2.9 Early Completion

The Baseline Construction Schedule will show the Contractor's plan to support and maintain the Project for the entire contractual time span of the Project. Should the Contractor propose a Project duration shorter than Contract duration, a complete Baseline Construction Schedule must be submitted, reflecting the shorter duration, in complete accordance with all schedule requirements of Agency Supplemental General Provisions Section 6-1. The Engineer may choose to accept the Contractor's proposal of a Project duration shorter than the duration specified; provided the Agency is satisfied the shortened Baseline Construction Schedule is reasonable and the Agency and all other entities, public and private, which interface with the Project are able to support the provisions of the shortened Baseline Construction Schedule. The Agency's acceptance of a shortened duration Project will be confirmed through the execution of a Contract Change Order revising the Project duration and implementing all contractual requirements including liquidated damages in accordance with the revised duration.

2-1.2.10 Engineer's Review

The Construction Schedule is subject to the review of the Engineer. The Engineer's determination that the Baseline Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions shall be a condition precedent to issuance of the Notice to Proceed by the Engineer. If the Engineer determines that the Construction Schedule does not meet the requirements of these specifications the Contractor shall correct the Construction Schedule to meet these specifications and resubmit it to the Engineer. Failure of the Contractor to obtain the Engineer's determination that the initial Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions within 30 Working Days after the date of the Preconstruction Meeting shall be grounds for termination of the Contract per Agency Supplemental General Provisions Section 6-4. Days used

by the Engineer to review the initial Construction Schedule will not be included in the 30 Working Days.

The Engineer will review and return to the Contractor, with any comments, the Baseline Construction Schedule within 15 Working Days of submittal. The Baseline Construction Schedule will be returned marked as per Sections 2-1.2.10.1 through 2-1.2.10.3.

2-1.2.10.1 “Accepted”

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed, and will receive payment for the schedule in accordance with Section 2-1.8.1.

2-1.2.10.2 “Accepted with Comments”

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed. The Contractor must resubmit the schedule incorporating the comments prior to receipt of payment per Section 2-1.8.1.

2-1.2.10.3 “Not Accepted”

The Contractor must resubmit the schedule incorporating the corrections and changes of the comments prior to receipt of payment per Section 2-1.8.1. The Notice to Proceed will not be issued by the Engineer if the changes of the comments are not submitted as required and marked “Accepted” or “Accepted with Comments” by the Engineer. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the Contract under the provisions of Supplemental General Provisions Section 2-7 TERMINATION OF THE CONTRACT FOR DEFAULT if the changes of the comments are not submitted as required and marked “Accepted” by the Engineer.

2-1.3 Preparation of Schedule Updates and Revisions

The Contractor shall meet with the Engineer during the last week of each month to agree upon each activity’s schedule status and shall submit monthly updates of the Baseline Construction Schedule confirming the agreements no later than the fifth Working Day of the following month. The monthly update will be submitted on hard (paper) copy and electronic media conforming to Section 6-1.3.3 Electronic Media per the submittal requirements of Section 1.05 (Electronic Progress Schedule Format and Reporting) and will include each item and element of Sections 2-1.2 through 2-1.2.9 and 2-1.3.1 through 2-1.3.7.

2-1.3.1 Actual Activity Dates

The actual dates each activity was started and/or completed during the month. After first reporting an actual date, the Contractor shall not change that actual date in later updates without specific notification to the Engineer with the update.

2-1.3.2 Activity Percent Complete

For each activity underway at the end of the month, the Contractor shall report the percentage determined by the Engineer as complete for the activity.

2-1.3.3 Electronic Media

The schedule data disk shall be a digital file, labeled with the Project name and number, the Contractor's name and the date of preparation of the schedule data disk. The schedule data disk shall be readable by the software specified in Section 6-1.2.4 "Schedule Software" and shall be free of file locking, encryption or any other protocol that would impede full access of all data stored on it.

2-1.3.4 List of Changes

A list of all changes made to the activities or to the interconnecting logic, with an explanation for each change.

2-1.3.5 Change Orders

Each monthly update will include the addition of the network revisions reflecting the Change Orders approved in the previous month. The network revisions will be as agreed upon during the review and acceptance of the Contractor's Change Orders.

2-1.3.6 Bar Chart

Each monthly update will include a chart showing individual tasks and their durations arranged with the tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the Critical Path.

2-1.4 Engineer's Review of Updated Construction Schedule

The Engineer will review and return the Updated Construction Schedule to the Contractor, with any comments, within 5 Working Days of submittal. The Updated Construction Schedule will be returned marked as per Sections 6-1.4.1 through 6-1.4.3. Any Updated Construction Schedule marked "Accepted with Comments" or "Not Accepted" by the Engineer will be returned to the Contractor for correction. Upon resubmittal the Engineer will review and return the resubmitted Updated Construction Schedule to the Contractor, with any comments, within 5 Working Days. Failure of the Contractor to submit a monthly Updated Construction Schedule will invoke the same consequences as the Engineer returning a monthly Updated Construction Schedule marked "Not Accepted."

2-1.4.1 "Accepted"

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed, and will receive payment for the schedule in accordance with Section 2-1.8.1.

2-1.4.2 "Accepted with Comments"

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed. The Contractor must resubmit the schedule incorporating the comments prior to receipt of payment per Section 2-1.8.1.

2-1.4.3 "Not Accepted"

The Contractor must resubmit the Updated Construction Schedule to the Engineer incorporating the corrections and changes noted in the Engineer's comments prior to receipt of payment per

Section 6-1.8.2. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the Contract under the provisions of Agency Supplemental General Provisions Section 6-7 TERMINATION OF THE CONTRACT FOR DEFAULT if the changes of the comments are not submitted and marked "Accepted" by the Engineer before the last day of the month in which the Updated Construction Schedule is due. If the Contractor fails to submit the corrected Updated Construction Schedule as required the Contractor may elect to proceed with the Project at its own risk. Should the Contractor elect not to proceed with the Project, any resulting delay, impact, or disruption to the Project will be the Contractor's responsibility

2-1.5 Late Completion or Milestone Dates

Should the Schedule Update indicate a completion or contractually required milestone date later than the properly adjusted Contract or milestone duration, the Agency may withhold liquidated damages for the number of Calendar Days late. Should a subsequent "Accepted" Schedule Update remove all or a portion of the delay, all or the allocated portion of the previously held liquidated damages shall be released in the monthly payment to the Contractor immediately following the "Accepted" schedule.

2-1.6 Interim Revisions

Should the actual or projected progress of the Work become substantially different from that depicted in the Project Schedule, independently of and prior to the next monthly update, the Contractor will submit a revised Baseline Construction Schedule, with a list and explanation of each change made to the schedule. The Revised Construction Schedule will be submitted per the submittal requirements of Section 1.05 (Electronic Progress Schedule Format and Reporting) and per the schedule review and acceptance requirements of Agency Supplemental General Provisions Section 6-1, including but not limited to the acceptance and payment provisions. As used in this section "substantially different" means a time variance greater than 5 percent of the number of Calendar Days of duration for the Project.

2-1.7 Final Schedule Update

The Contractor shall prepare and submit a Final Schedule Update when 100% of the Construction Work is completed. The Contractor's Final Schedule Update must accurately represent the actual dates for all activities. The Final Schedule Update shall be prepared and reviewed per Sections 6-1.3. Preparation of Schedule Updates and Revisions and 6-1.4 Engineer's Review of Updated Construction Schedule. Acceptance of the Final Schedule Update is required for completion of the Project and release of any and all funds retained per Section 9-3.2.

2-1.8 Measurement and Payment of Construction Schedule

The Contractor's preparation, revision and maintenance of the Construction Schedule are incidental to the Work and no separate payment will be made for them.

END OF SECTION

01 41 26 PERMIT REQUIREMENTS

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- a. The Contractor is responsible to obtain all local, state and federal permits and licenses required to perform the Work. Payment for obtaining and complying with permits and licenses including, but not limited to, general construction permits, building permits, grading permits, encroachment permits, haul route permits, excavation permits, drilling permits, water discharge permits, temporary easements, licenses, inspection fees, and Federal, State and local taxes shall be borne by the Contractor and shall be included in prices Bid for Work for which such costs are appurtenant.
- b. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, permits required for sewage bypass pumping or discharge; Night Work; overload; blasting or demolition or for any permit related to the operation of equipment used in such Work.
- c. The Contractor shall obtain and pay for all permits for the disposal of all waste or surplus materials removed from the Project. The cost of the permit(s) shall be included in the price for the Bid items requiring the permits and no additional compensation will be allowed for them.
- d. The Contractor shall provide a copy of the permit or license to the Agency prior to performing the Work requiring the permit or license.
- e. Contractor shall pay for all fees applicable to Contractor's operations.
- f. Contractor shall not begin Work until all permits applicable to the Work are obtained. Permits shall be maintained in valid status until acceptance of the Work by the Agency.
- g. The Contractor shall pay all business taxes or license fees that are required for the Work.
 1. To the extent that there is a change in the type or cost of any permits, fees, licenses, or inspections after Contract award, there shall be an equitable adjustment in the Contract Price on account of such change under the Extra Work provisions.
 2. The Contractor shall comply with and give notices required by Applicable Laws. The Contractor is not entitled to damages or additional payment for delays attributable to the acquisition of permits.
 3. The Contractor shall pay the Agency for regulatory fees, fines, or penalties imposed on the Agency arising from the Contractor's failure to complete the Work in accordance with the Contract Documents.
- h. The Contractor shall obtain, pay for, and comply with required permits, licenses, work permits, and authorizations from appropriate agencies, including the following:
 1. Licenses
 - i. Before submitting Bids, Contractors shall be licensed in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code.

- ii. City of Carlsbad Business License.
- i. The Agency will obtain for the Contractor, the following:
 - 1. CEQA Notice of Exemption
 - 2. NEPA documents
 - 3. City of Carlsbad Building Permits

1.02 HAUL ROUTE PERMIT (This section not used)

1.03 TRAFFIC CONTROL PLANS (This section not used)

1.04 RAILROAD (This section not used)

1.05 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)/ GENERAL PERMIT

- A. Water Pollution Prevention. The Contractor shall plan for and implement temporary construction BMPs to mitigate the water quality impacts of land disturbance and non-storm water discharges related to construction activities in accordance the Agency's current Municipal Stormwater Permit and Carlsbad Municipal Code Chapter 15.12. BMPs are the schedules of activities, prohibitions of practices, maintenance procedures and other management practices employed during construction activities to prevent or reduce pollution of bodies of water protected by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*), which include oceans, lagoons, lakes, streams and other sensitive water bodies and water courses. Construction BMPs also include physical devices and structural construction control measures designed to prevent soil erosion from occurring on the Work Site, or that are designed to prevent sediment from leaving the Work Site, both of which are referred to hereafter as "Water Pollution." BMPs are also intended to protect the health, safety and welfare of the public and to prevent damage to adjoining public and private property resulting from construction activities.
- B. Pollution prevention practices and the minimum BMPs are required during all 12 months of the year. BMPs and other erosion control practices must be implemented as the most important "first line of defense." The Agency has adopted the CASQA 'Stormwater Best Management Practices Handbook: Construction,' latest edition, as its preferred source for adopting construction BMPs. All BMPs must correspond to the BMP Fact Sheets included in the CASQA Construction Handbook. With the approval of the Engineer, or designee, the Agency may accept comparable BMPs from reputable alternative sources. As used in this section, "Engineer" shall have the same meaning as "Construction Manager."
- C. The Contractor shall utilize the Agency's Tier 1 or Tier 2 SWPPP templates and include all applicable elements provided in the template. The SWPPP templates are available on the Agency's website. Tier 1 and Tier 2 SWPPP templates include standard storm water prevention construction notes, a Project information block, a Storm Water Compliance Statement, Agency approval block and a BMP Checklist Table. The BMP Checklist Table is intended to help the Contractor select appropriate BMPs best suited to the Project and the Work. Additionally, the SWPPP shall include a Site plan showing the proposed Project Site and depicting the areas of proposed construction and proposed locations of

construction BMPs. The Tier 1 and Tier 2 SWPPP plans shall be submitted as additional sheets to the construction plan set.

- D. The Engineer may require Contractor to adopt additional BMPs if the Engineer determines the selected BMP(s) are ineffective or incapable of preventing Water Pollution from escaping the Work site. Tier 1 and Tier 2 SWPPPs must be combined with proper and timely installation of the BMPs, thorough and frequent inspections, maintenance, and documentation. The Contractor shall ensure that the selected BMPs are appropriately incorporated into the Site design and, if required by the Engineer, must employ a qualified professional to ensure proper installation and maintenance of the BMPs.
- E. The Engineer may suspend the Work, consistent with Supplemental General Provisions Section 6-6, at the Contractor's cost, that create Water Pollution or otherwise violate water quality standards required by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*) if the Engineer determines that the Contractor has failed to satisfy all requirements of this section. If the Contractor violates any provisions of this subsection, or if Water Pollution occurs in the Work Site for any reason, the Contractor shall immediately notify the Engineer.
- F. The Contractor shall immediately notify the Agency if there is a non-stormwater discharge to the storm drain conveyance system resulting from the Work or Project-related activities. In addition, the Contractor shall, within 24 hours, submit a written report to the Engineer describing the incident and corrective actions taken. If for any reason the Engineer detects Water Pollution, before notification by the Contractor, this written report shall also include an explanation of why the Contractor had not timely notified the Engineer.
- G. Implementation Costs. Preparation, implementation and management of Water Pollution prevention activities are incidental to the items of Work and Agency shall not make additional payment to Contractor for these costs.

1.06 OTHER PERMIT (This section not used)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 PAYMENT (This section not used)

1.02 FIELD OFFICE

- a. During the performance of this Contract, Contractor shall maintain a suitable office at the Site in room 308 which shall be the headquarters of its representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the representative or delivered at Contractor's office at the Site in the representative's absence shall be deemed to have been delivered to Contractor.
- b. Copies of the Drawings, Specifications, and other Contract Documents shall be kept at Contractor's office at the Site and available for use at all times.
- c. High speed internet service shall be provided.
- d. Furnishings are subject to agency approval and shall consist of the following:
 1. 1 additional standard 5' double pedestal desk with 2 chairs
 2. 1 electrostatic copier and supplies.1 refrigerator
 3. 1 microwave oven
 4. 1 additional plan rack
- e. Water cooler to have hot and chilled water.
- f. The integral sanitary facilities may be separate enclosed toilets.
- g. Visible, existing improvements for which no specific disposition is made on the Plans, but which interfere with the Work, shall be removed and disposed of by the Contractor with the prior approval of the Engineer.

1.03 WATER

- a. All water required for and in connection with the Work to be performed will be furnished by Agency in the vicinity of the Site without charge to Contractor, provided:
 - a. Contractor shall procure such water in the location and in the manner designated by Engineer.
 - b. Contractor at its own expense shall make authorized connections and provide means for delivering the water to the Site.
 - c. Contractor shall provide adequately against waste and needless use of water.

1.04 POWER

- a. Temporary Lighting and Heating. Contractor under Contract shall provide temporary heat and light for all buildings, to protect the Work and maintain suitable working conditions. Temporary heat and light shall be maintained until Work under Contract has been accepted by Agency.
- b. When operational, the permanent heating and ventilating system and the permanent lighting system shall be used by Contractor under Contract to provide temporary heat and light. Before use of the permanent heating and ventilation system in building 3,

Contractor shall install a filter with MERV of 8 at each return air grille in the system and remove the filter at end of construction.

- c. Temporary heat shall be provided when the temperature falls below 50°F (10°C) and as otherwise required to maintain reasonable working conditions and protect all Work, materials, and equipment against damage from dampness or cold, to dry out the structure, or to maintain proper conditions for the installation and curing of materials.
- d. Heating equipment and fuels shall be suitable for the particular purpose and shall include adequate safety devices. Combustion type heaters shall not be used without proper venting nor in areas where such equipment might introduce a hazard. Heat from Owner's existing facilities shall not be used.
- e. All enclosed areas shall be ventilated (using forced-draft equipment when necessary) as required to maintain proper conditions for workers and the Work and to avoid any accumulation of hazardous dust or fumes.
- f. Power for heating, lighting, and operation of Contractor's plant and equipment in connection with the Work to be done under this Contract shall be provided by Agency without charge to Contractor, subject to the following conditions:
 - 1. The existing heating system at each location will remain in operation and may be utilized by Contractor to the extent available.
 - 2. Existing lighting systems at each location may be utilized by Contractor to the extent available. Any necessary additional or temporary lighting systems shall be provided by Contractor at no additional cost to Owner.
 - 3. Contractor at its own expense shall make authorized connections to the existing power sources and shall extend temporary service lines to the required areas. Temporary wiring shall conform to Article 305 of the NEC.
 - 4. Contractor shall at all times provide adequately against waste and needless use of power. Electrical power shall be used only in such quantities as will not interfere with Owner's requirements, and care shall be taken not to overload the existing facilities. Contractor shall provide any additional or temporary electrical power or power of other voltages it may require for prosecution of the Work.
- g. These provisions shall not be construed as a guarantee by Agency of the uninterrupted continuation of power, and interruptions beyond the control of Agency shall not be reason for claims for additional costs nor for extensions of time. Contractor shall provide, at no additional cost to Agency, any necessary power required for prosecution of the Work during such interruptions.

1.05 SANITARY FACILITIES

- a. Contractor shall furnish temporary sanitary facilities at the Site, as provided in the Contract, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- 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 1 toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

1.06 VOICE AND DATA SERVICES (This section not used)

1.07 CONSTRUCTION AIDS

- a. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided in the Contract.
- b. Contractor under Contract shall provide construction aids necessary for the performance of Work by other Contractors on the Project. Such construction aids shall be suitable for conditions encountered and shall include:
 1. Elevators and hoists
 2. Cranes
 3. Temporary enclosures
 4. Swing staging
 5. Scaffolding
 6. Temporary stairs
- c. Construction aids shall be furnished without charge to the other Contractors, 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.
- d. The use of any plant equipment, whether furnished and installed under this Contract or not, including elevators, shop cranes, heating, ventilating, air conditioning, and plumbing fixtures, shall be only with Agency's written permission.

1.08 MAINTENANCE OF TRAFFIC

- a. Contractor shall conduct its Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the Agency and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

1.09 BARRICADES AND LIGHTS

- a. All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

- b. All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.
- c. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.
- d. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

1.10 FENCES

- a. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, 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.

1.11 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 of it, whether by Contractor or its Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, 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.

1.12 DAMAGE TO EXISTING PROPERTY

- a. Contractor will be held responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any

damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Agency.

- b. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- c. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work Site. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.13 TREE AND PLANT PROTECTION

- a. All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.
- b. Trees considered by Engineer to have any significant effect on construction operations are indicated on the Drawings and those which are to be preserved are so indicated.
- c. Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against their trunks.
- d. When injuring or removal of trees designated to be preserved cannot be avoided, or when removal and replacement is indicated on the Drawings, each tree injured beyond repair or removed shall be replaced with a similar tree of the nearest size possible.
- e. All trimming, repair, and replacement of trees and plants shall be performed by qualified nursery workers or horticulturists.

1.14 SECURITY

- a. Contractor shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
- b. No claim shall be made against Agency by reason of any act of an employee or trespasser, and Contractor shall make good all damage to Agency's property resulting from Contractor's failure to provide security measures as specified.
- c. Security measures shall be at least equal to those usually provided by Agency's to protect Agency's existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

1.15 ACCESS ROADS (This section not used)

1.16 PARKING

- a. Contractor shall provide and maintain suitable parking areas for the use of all workers and others performing Work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Agency's operations, or construction activities.

1.17 NOISE CONTROL

- a. 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.
- b. 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.

1.18 DUST CONTROL

- a. Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.
- b. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.19 TEMPORARY DRAINAGE PROVISIONS

- a. Contractor shall provide for the 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.
- b. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Agency's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

1.20 EROSION CONTROL

- a. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the

commencement of clearing, grading, excavation, or other operation 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.

1.21 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, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

1.22 PEST AND RODENT CONTROL

- a. At the time of acceptance, structures renovated under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

FOR

ALGA NORTE PARK AQUATIC CENTER BUILDING 3 SHOWER REPAIRS

6565 ALICANTE ROAD
CARLSBAD, CALIFORNIA 92008

PROJECT NO. 18D020.00
CITY PROJECT NO. 4756

September 26, 2023

FOR

THE CITY OF CARLSBAD

WHITMORE ARCHITECTS
5675 RUFFIN ROAD, SUITE 350
SAN DIEGO, CALIFORNIA 92123
619-232-4575

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- ##### A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.3 CLOSEOUT SUBMITTALS

- ##### A. Inventory of items that have been removed and salvaged.

1.4 FIELD CONDITIONS

- ##### A. Owner will occupy portions of the site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- ##### B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- ##### C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- ##### D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- ##### E. Storage or sale of removed items or materials on-site is not permitted.
- ##### F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove plumbing, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.

- c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least one hour after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area as designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, then cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 03 30 00 - CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in-place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.3 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
 - 1. Avoid damaging coatings on steel reinforcement.

2. Repair damaged epoxy coatings on steel reinforcement according to ASTM D 3963/D 3963M.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- C. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes not larger than 1 inch (25 mm) in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive damp-proofing or waterproofing.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Plain-Steel Wire: ASTM A 82, as drawn.
- D. Deformed-Steel Wire: ASTM A 496.
- E. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- F. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

2.3 REINFORCEMENT ACCESORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, precast

concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CSRI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type V.
- B. Blended Hydraulic Cement: ASTM C 595M, Type IP, Portland-pozzolan cement.
- C. Silica Fume: ASTM C 1240, amorphous silica.
- D. Normal-Weight Aggregate: ASTM C 33, uniformly graded, 1-inch maximum aggregate size.
- E. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- G. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or whit burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B, 18 to 22 percent solids.
- H. Clean, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type I, Class A.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type I, Class A.

2.7 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- C. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- D. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.
- E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- F. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thickness from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi (29 Mpa) at 28 days when tested according to ASTM C 109/C 109M.

- B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thickness from 1/4 inch (6 mm).
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5700 psi (39 Mpa) at 28 days when tested according to ASTM C 109/C 109M.

2.9 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
 - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

- C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash: 15 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.
 - 3. Silica Fume: 10 percent.

- D. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.

- E. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb./cu. Yd. (0.90 kg/cu. M).

- F. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
 - 4. Use corrosion-inhibiting admixture in concrete mixes where indicated.

2.10 FABRICATION REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
- B. Project Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.
- D. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in Work. Determine sizes and locations from trades providing such items.
- E. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- F. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
 - 1. At least 70 percent of 28-day design compressive strength.
 - 2. Determine compressive strength of in-place concrete by testing representative field or laboratory cured test specimens according to ACI 301.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

3.4 SHORES AND RESHORES

- A. Comply with ACI 318 (ACI 318M), ACI 301, and recommendation in ACI 347R for design, installation, and removal of shoring and reshoring.

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain concrete cover. Do not tack weld crossing reinforcing bars.
- D. Shop or field weld reinforcement according to AWS D1.4, where indicated.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while proceeding layer is still plastic, to avoid cold joints.
 - 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
- E. Cold-Weather Placement: Place concrete according to recommendations in ACI 306.1.
- F. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R.

3.7 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.
 - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, damp-proofing, veneer plaster, or painting.
 - 2. Do not apply rubbed finish to smooth-formed finish.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighen

until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph applied coatings on floor coverings.

1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- C. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.

3.9 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to uniformed concrete surfaces if hot, or windy conditions existing before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 2. Moisture-Retaining Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or

- adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions. Defer joint filling until concrete has aged at least two months. Do not fill joints until construction traffic has substantially ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semigrind epoxy joint filler full depth in saw-cut joints (not including control joints at slab-on-grade) and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.
- C. Repair formed surface defects which include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
- D. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

END OF SECTION 033000

SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.

1.2 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. RIS: Redwood Inspection Service.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Limber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Power-driven fasteners.

3. Powder-actuated fasteners.
4. Expansion anchors.

1.4 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX)].
 1. Preservative Chemicals: Acceptable to authorities having jurisdiction.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings as "P.T.", and the following:
 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDENT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).
 - 1. Use Interior Type A, unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings, and the following:
 - 1. Framing for non-load-bearing partitions.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 15 percent
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction.
- B. For items of dimension lumber size, provide Construction or No. 2 lumber with 15 percent maximum moisture content of any species.
- C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when

installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.7 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
 1. Alpine Engineered Products, Inc.
 2. Cleveland Steel Specialty Co.
 3. Harlen Metal Products, Inc.
 4. KC Metals Products, Inc.
 5. Simpson Strong-Tie Co., Inc.
 6. Southeastern Metals Manufacturing Co., Inc.
 7. USP Structural Connectors.
- D. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- E. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
 1. Use for interior locations where stainless steel is not indicated.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, ¼ inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood block of same width as framing members and 2-inch nominal- (38-mm actual-) thickness.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces or preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 4. Table 2305.0, "Fastening Schedule," in BOCA's BOCA National Building Code.
 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
 6. Table R602.3(1), "Fastener Schedule for Structural members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal (38-mm actual) thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions and for load-bearing partitions where framing members bearing on partition are located directly over studs. Fasten plates to supporting construction, unless otherwise indicated.
1. For interior partitions and walls, provide 2-by-4-inch nominal- (38-by-89-mm actual-) size wood studs spaced 16 inches (406 mm) o.c. unless otherwise indicated.
 2. Provide continuous horizontal blocking at mid height of partitions more than 96 inches (2438 mm) high, using members of 2-inch nominal (38-mm actual) thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 07 14 00 – FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Fluid applied membrane waterproofing at shower floors and walls.

1.2 RELATED WORK

- A. Section 09 30 00 – Tiling.

1.3 REFERENCES

- A. Tile Council of North America (TCNA) – Handbook, latest version.

1.4 QUALITY ASSURANCE

- A. Membrane Manufacturer: Company specializing in liquid waterproofing membrane systems with three years minimum experience.
- B. Applicator: Company specializing in application of specified waterproofing with 5 years minimum documented experience and approved by manufacturer.

1.5 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Submit product data for all materials used in system, including primers, membrane material, flexible flashing, and joint and crack sealants. provide written certification of current VOC approval of all products used in system.
- C. Accompanying product data, submit complete installation methods, with temperature range for application of waterproofing membrane.
- D. Accompanying product data, submit letter certifying compatibility and acceptability of specified substrate, including preparation, for selected waterproofing system.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply waterproofing during inclement weather or when air or substrate temperature is below 40 degrees F.

1.7 GUARANTEE

A. Contractor's Guarantee

1. Provide Owner with written Guarantee on Contractor's letterhead, and signed by General Contractor and waterproofing system subcontractor.
2. Provide manufacturer's guarantee for a time period specified, commencing from the date of final acceptance of the project, against the following defect or failures:
 - a. Membrane delamination from substrate.
 - b. Free water penetration through membrane and substrate.
 - c. Water vapor transmission through membrane in excess of specified characteristics.
3. Make inspections and emergency repairs to defects or leaks in the waterproofing system within twenty-four (24) hours of receipt of notice from the Owner.
4. Restore the affected areas to the standard of the original specifications as soon as weather permits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Characteristics of specific products, where named in this Section, are indicated to establish required level of quality, appearance, and performance. The Architect will consider comparable products by alternate manufacturers where listed, and requests for substitutions, under the provisions of Section 01 25 00.

2.2 FLUID APPLIED WATERPROOFING

A. Shower Floors:

1. Manufacturer: CIM or approved equal.
2. Series: 1000; Liquid applied single component self-curing rubber polymer waterproofing.
3. Cured Thickness: 0.120 inches (120 mils).
4. Warranty: 20-year manufacturer's product warranty. 10-year contractor's labor and material warranty.

B. Shower Walls and Floors:

1. Manufacturer: Laticrete
2. Series: Hydroban; Liquid applied single component self-curing rubber polymer waterproofing.
3. Cured Thickness: 0.030 inches (30 mils)
4. Warranty: 10-year manufacturer's system warranty. 10-year contractor's labor and material warranty.

- C. Accessories: Provide all required primers, detailing materials, sealants and reinforcing membranes required for complete installation.

1. Drainage Board: J-Drain, Series 150T with integral filter fabric.

2.3 OTHER MATERIALS

- A. Provide all other materials, not specifically described but required for complete and proper installation of this work, as selected by the contractor and subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection
 1. Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
 2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
 3. In the event of discrepancy, immediately notify the Architect.
 4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION

- A. Clean and prepare surfaces to receive waterproofing, in accordance with manufacturer's instructions.
- B. Apply sealant or mastic at all penetrations, small cracks, and irregularities in substrate.
- C. Protect adjacent surfaces not designated to receive waterproofing.

3.3 APPLICATION

- A. Apply membrane in strict accordance with manufacturer's instructions.
- B. Install membrane flashings at all joints. Provide cants at all joints with trowel grade materials or approved alternate.
- C. Apply and spread membrane to specified mil thickness. Extend completely into drain inlets.
- D. Do not permit material to remain exposed to sunlight for more than 8 hours without installation of temporary or permanent protection system.

3.4 FIELD QUALITY CONTROL – HORIZONTAL APPLICATIONS

- A. Allow material to fully cure. Provide temporary protection boards at construction traffic areas.
- B. On completion of membrane installation, dam installation area as directed by Architect/Engineer, in preparation for flood testing.
- C. Flood to minimum depth of 1 inch with clean water. After 48 hours, verify there are no leaks with Architect.
- D. When leaking is found, remove water, patch leaking areas with new waterproofing materials as directed by Architect; repeat flood test. Repair damage to building.
- E. When area is proven watertight, drain water and remove dam.
- F. Repair to the Architect's satisfaction any evidence of leaking or membrane defects.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit traffic over unprotected or uncovered membrane.

END OF SECTION 071400

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint treatment necessary to provide a positive barrier against passage of moisture and air.
- B. Sealants at material joints necessary to provide closure for ease of cleaning and maintenance.

1.2 RELATED SECTIONS

- A. Section 09 30 00 – Tiling

1.3 QUALITY ASSURANCE

- A. Qualifications: Provide adequate numbers of skilled staff, thoroughly trained and experienced in the necessary craft and installation methods associated with the specified products.

1.4 SUBMITTALS

- A. Materials List/Product Data: Submit complete materials list, including catalogue data, of all materials, equipment, and products.

1.5 COORDINATION

- A. Coordination: Sequence all work to assure an orderly progress in the project, without removal of previously installed work, and so as to prevent damage to finishes and products.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect work in this section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
- C. Product Storage: Do not retain on site any material which has exceeded the shelf life recommended by the manufacturer.

1.7 GUARANTEE

A. Contractor's Guarantee

1. Provide Owner with written Guarantee on Contractor's letterhead, and signed by General Contractor and sealant system subcontractor.
2. Provide guarantee for a time period of five years, commencing from the date of final acceptance of the project, against the following defects:
 - a. Adhesive or cohesive sealant joint failure.
 - b. Pin holes or blistering of sealant joint.
 - c. Staining of adjacent substrate or surrounding material.
 - d. Chalking or color change exceeding manufacturers published data.
3. Make inspections and emergency repairs to defects or leaks in the sealant system within twenty-four (24) hours of receipt of notice from the Owner.
4. Restore the affected areas to the standard of the original specifications as soon as weather permits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Characteristics of specific products, where named in this Section, are indicated to establish required level of quality, appearance, and performance. The Architect will consider comparable products by alternate manufacturers where listed, and requests for substitutions, under the provisions of Section 01 25 00.

2.2 SEALANTS

A. General

1. All sealants for any one Type shall be the product of a single manufacturer, suitable for the intended use, and per the following product characteristics.
2. Unless noted otherwise, use sealants in application as defined below.
3. For other applications provide products especially formulated for the proposed use and approved in advance by the Architect.

- B. Products: SikaFlex 1A; premium grade, moisture cured, single component polyurethane-based elastomeric sealant.

1. Color:
 - a. Colors for each sealant application will be selected by the Architect from standard colors normally available from the manufacturer's complete line of running line colors, including premium and special color lines for each specified product.

2.3 ACCESORIES

- A. Pre-compressed Joint Filler: Where shown, provide pre-compressed joint filler material, sized for 20% compression.
- B. Primers: Provide primer as specifically recommended for this installation by the manufacturer of the sealant used and have been tested for staining, adhesion and durability on all applicable surfaces.
- C. Back-up Materials: Use only those backup materials which are specifically recommended for this installation by the sealant manufacturer, non-absorbent and non-staining.
- D. Masking Tape: For masking around joints, provide and appropriate masking tape which will effectively prevent application of sealant on surfaces not scheduled to receive it, and which is removable without damage to substrate.

2.4 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection
 - 1. Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
 - 2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
 - 3. In the event of discrepancy, immediately notify the Architect.
 - 4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION

- A. Concrete and Masonry Surfaces:
 - 1. Install only on surfaces which are dry, sound, and well brushed, wiping free from dust.
 - 2. At open joints, remove dust by mechanically blown compressed air if so required.
 - 3. To remove oil and grease, use sandblasting or wire brushing.
 - 4. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing.
 - 5. Remove laitance and mortar from joint cavities.

3.3 INSTALLATION OF ACCESSORY MATERIALS

- A. When using backup of tube or rod stock, avoid lengthwise stretching of material. Do not twist or braid hose or rod backup stock.
- B. Prime joints in accordance with manufacturers recommendations.
- C. Provide an approved bond-breaker where recommended by sealant manufacturer.

3.4 INSTALLATION OF SEALANTS

- A. Prior to start of installation in each joint, verify the joint type according to details on the drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment:
 - 1. Apply sealant under pressure with power-actuated hand gun or manually-operated hand gun, or by other appropriate means.
 - 2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- C. Thoroughly and completely mask joints where the appearance of primer or sealant on adjacent surfaces would be objectionable.
- D. Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling joints to the recommended depth.
 - 1. Use of sealant dams contained within the hardscape joint is not permitted. Install sealant without interruption from end to end of joint.
- E. Tool joints to the profile shown on the Drawings, or as otherwise required if such profiles are not shown on the Drawings.
 - 1. Tool joints to a smooth and consistent transition. Do not leave ripples, strings, or surface tooling marks in sealant.

3.5 CLEANING

- A. Remove masking tape immediately after joints have been tooled.
- B. Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.
- C. Upon completion of the work of this Section, promptly remove from the job site all debris, containers, and surplus material derived from this portion of the Work.

END OF SECTION 079200

SECTION 08 31 00 – ACCESS DOORS AND PANELS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Access doors and frames.

1.2 RELATED WORK

- A. Section 09 91 00 - Painting

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.

PART 2 - PRODUCTS

2.1 ACCESS DOOR UNITS

- A. Manufacturer: Characteristics of specific products manufactured by Karp, Inc. are indicated to establish required level of quality, appearance, and performance. The Architect will consider comparable products by alternate manufacturers listed in this Section, and requests for substitutions, under the provisions of Section 01 25 00.

- 1. Acceptable Alternate Manufacturers: Bar-Co, Nystrom, or equal.

- B. Applications and Series

- 1. Non-Rated Wall/Ceiling: Style DSC-214M.

- C. Size and Location

- 1. Provide at all locations necessary to access all electrical components, valves, controls and other components requiring maintenance, inspection, adjustment, or reset.
 - 2. Provide panels of such size as necessary to remove largest single component requiring maintenance or replacement. Unless noted otherwise on drawings, provide minimum 18 x 18 inches square panel size.

- D. Hinge and Locking Mechanism

- 1. Provide continuous piano hinge with stainless steel pin.

2. At areas accessible to public, provide cylinder lock with latch.
3. Provide three keys for each lock configuration. Coordinate with keying criteria defined by Owner.
4. Provide release latch accessible from push side of access panel.

E. Finish

1. Provide stainless steel, Type 304, Number 4 finish.

2.2 OTHER MATERIALS

- A. Provide all other materials, not specifically described but required for complete and proper installation of this work, as selected by the contractor and subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection

1. Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
3. In the event of discrepancy, immediately notify the Architect.
4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 ACCESS PANEL LOCATIONS

- A. Review all portions of the work, including electrical, mechanical, and plumbing systems.
- B. Based on such review, provide all access panels necessary, whether shown on drawings or not, required to comply with product characteristics defined in Article 2.1.
- C. Coordinate location and alignment of access panels with finish materials and other construction. Verify proposed panel layouts, panel placements and panel alignments with Architect prior to finalizing.

3.3 INSTALLTION

- A. Install frame plumb and level in wall and ceiling openings. Locate in proper position and alignment, providing convenient access to concealed components.
- B. Secure rigidly in place in accordance with manufacturer's instructions.

- C. Prior to closing work, obtain Owner's approval of panel size and location selection by an actual reach and removal test. Relocate or replace panels not providing acceptable access or service capability.

END OF SECTION 083100

SECTION 09260 – GYPSUM BOARD ASSEMBLIES

PART I - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum wallboard.
 - 2. Tile backing panels.
 - 3. Non-load-bearing steel framing.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry-06 10 00".
 - 2. Division 9 Section "Tiling-09 30 00"

1.2 STANDARDS

- A. ANSI A97.1 "Specifications for Application and Finishing of Gypsum Wallboard."
- B. "Drywall Construction Handbook" of the California Drywall Contractor's Association.

1.3 DEFINITIONS

- A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Framing and Furring:
 - a. Clark Steel Framing Systems.
 - b. Dale Industries, Inc. - Dale/Incor.
 - c. Dietrich Industries, Inc.
 - d. National Gypsum Company.
 - e. Scafco Corporation.
 - f. Unimast, Inc.
 - g. Western Metal Lath & Steel Framing Systems.
 - h. Or equal
 2. Gypsum Board and Related Products:
 - a. American Gypsum Co.
 - b. G-P Gypsum Corp.
 - c. National Gypsum Company.
 - d. United States Gypsum Co.
 - e. Or equal
 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch-diameter wire, or double strand of 0.0475-inch- diameter wire.

2.2 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36.
1. Regular Type:
 - a. Thickness: 5/8 inch, unless otherwise indicated.
- C. Water Resistant Wallboard: ASTM C630-85, W/R .
1. Thickness: 5/8 inch.
 2. Location: Walls in Toilets Rooms, Janitor Rooms, wet and exposed exterior areas as indicated, no ceiling or horizontal surfaces.
- D. Water Resistant Wallboard (Ceiling): Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M.
1. Product: Subject to compliance with requirements, provide "Dens-Shield Tile Backer" manufactured by G-P Gypsum Corp.

2. Thickness: 5/8 inch, unless otherwise indicated.

2.3 TILE BACKING PANELS

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M.
 1. Product: Subject to compliance with requirements, provide "Dens-Shield Tile Backer" manufactured by G-P Gypsum Corp.
 2. Thickness: As indicated.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc
 2. Shapes:
 - a. Cornerbead: Use at outside corners, unless otherwise indicated.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound; use at exposed panel edges.
 - c. L-Bead: L-shaped; exposed long leg receives joint compound; use where indicated.
 - d. Expansion (Control) Joint: Use where indicated.
- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Fry Reglet Corp.
 - b. Gordon, Inc.
 - c. MM Systems Corporation.
 - d. Pittcon Industries.
 - e. Or equal
 2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, alloy 6063-T5.
 3. Finish: Unless indicated otherwise, use corrosion-resistant primer compatible with joint compound and finish materials specified. Where s indicated, use Class II anodic finishes and factory-painted, baked-enamel finishes.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:

1. Interior Gypsum Wallboard: Glass mesh.
 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum and Glass-Mat Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Pre-filling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound or drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable topping compound or drying-type, all-purpose compound.
 4. Finish Coat: For third coat, use setting-type, sandable topping compound or drying-type, all-purpose compound.
 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or drying-type, all-purpose compound.
- D. Joint Compound for Tile Backing Panels:
1. Water-Resistant Gypsum Backing Board: Use setting-type taping and setting-type, sandable topping compounds.
 2. Glass-Mat, Water-Resistant Backing Panel: As recommended by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

3.3 INSTALLING FRAMING, GENERAL

- A. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with gypsum board manufacturer's written recommendations or, if none available, with United States Gypsum's "Gypsum Construction Handbook."
- B. Do not bridge building control and expansion joints with framing or furring members. Frame both sides of joints independently.

- C. Screw furring to wood framing.
- D. Clip or screw furring channels to supports, as required to comply with requirements for assemblies indicated.

3.4 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- F. Attach gypsum panels to framing provided at openings and cutouts.
- G. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members using resilient channels, or provide control joints to counteract wood shrinkage.
- H. Form control and expansion joints with space between edges of adjoining gypsum panels.
- I. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect open concrete coffers, concrete joists, and other structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by coffers, joists, and other structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- J. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

- K. Floating Construction: Where feasible, including where recommended in writing by manufacturer, install gypsum panels over wood framing, with floating internal corner construction.
- L. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.
 - 1. Space screws a maximum of 12 inches o.c. for vertical applications.
- M. Space fasteners in panels that are tile substrates a maximum of 8 inches o.c.

3.5 PANEL APPLICATION METHODS

- A. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
- B. Single-Layer Fastening Methods: Apply gypsum panels to supports with stainless steel drill screws.
- C. Tile Backing Panels:
 - 1. Water-Resistant Gypsum Backing Board: Install where indicated. Install with 1/4-inch gap where panels abut other construction or penetrations.
 - 2. Glass-Mat, Water-Resistant Backing Panel: Comply with manufacturer's written installation instructions and install at where indicated on plans to receive tile. Install with 1/4-inch gap where panels abut other construction or penetrations.
 - 3. Areas Not Subject to Wetting: Install standard gypsum wallboard panels to produce a flat surface except at showers, tubs, and other locations indicated to receive water-resistant panels.
 - 4. Where tile backing panels abut other types of panels in the same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.

3.7 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 - 1. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel surfaces that will be exposed to view, unless otherwise indicated. Finish with skim-coat over entire surface with texture as indicated
- E. Glass-Mat Gypsum Ceiling Board: Finish to match adjacent walls.
- F. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

END OF SECTION 092116

SECTION 09 30 00 - TILE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Ceramic tile.
- B. Porcelain tile.
- C. Grout, mortar bed and setting materials.
- D. Crack isolation and cleavage membranes.
- E. Sealers.

1.2 RELATED WORK

- A. Section 07 92 00 – Joint Sealers

1.3 REFERENCES

- A. ANSI A108.1B – Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar.
- B. ANSI A108.5 – Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex Portland Cement Mortar.
- C. ANSI A108.10 – Installation of Grout in Tilework.
- D. ANSI A118.4 – Latex-Portland Cement Mortar.
- E. ANSI A118.6 – Ceramic Tile Grouts.
- F. ANSI A136.1 – Organic Adhesives for Installation of Ceramic Tile.
- G. ANSI A137.1 – Specifications for Ceramic Tile.
- H. ANSI A137.1 Section 9.6 – Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces; Dynamic Static Coefficient of Friction (DCOF).
- I. TCNA (Tile Council of North America) – Handbook for Ceramic Tile Installation.

1.4 SUBMITTALS

- A. Product Data: Submit product data for all materials used in the Work, including installation instructions.
- B. Samples
 - 1. Submit four samples of specified colors and patterns of each tile, grout, and accessory units of the specified items.
 - 2. Submit as an assembly in 24-inch square sample.
- C. Materials List/Details: Accompanying samples, submit complete list of all proposed materials, including details of all joints between tile and adjoining materials.
- D. Certification
 - 1. Prior to installation of tile in any one area, submit written certification to Architect certifying that surfaces are properly prepared for specified installation, and that all depressions and abutting edges are properly spaced and aligned to permit installation in pattern shown on drawings. See 3.1 below.
 - 2. Submit certification that selected detectable warning tile complies with requirements of the Americans with Disabilities Act of 2010.
 - 3. Submit certification that selected sealant specified in Section 07 92 00 will achieve manufacturer's published adhesion values on specified tile.
- E. Slip Resistance Testing: Test six representative tile from each tile specified, selected at random from project stock per ASTM C 1028 to verify compliance with slip resistance criteria.

1.5 QUALITY ASSURANCE

- A. Conform to ANSI A137.1.
- B. Conform to TCNA Handbook for Ceramic Tile Installation methods as defined in this Section.

1.6 QUALIFICATIONS

- A. Manufacturer:
 - 1. Installer qualifications: Company specializing in installation of ceramic and porcelain tile, trim units and thresholds with five (5) years documented experience with installations of similar scope, materials and design.
 - 2. Tile Manufacturer (single source responsibility): Obtain tile from a single source with resources to provide products of consistent quality in appearance and physical properties.
 - 3. Installation System Manufacturer (single source responsibility): Company specializing in adhesives, mortars, grouts and other installation materials with ten (10) years minimum experience and ISP 9001 certification. Obtain installation

materials from single source manufacturer to ensure consistent quality and full compatibility.

B. Staff:

1. Use only personnel thoroughly trained and experienced in the skills required, have installed similar applications of the specified products within one year prior to beginning work of this section, and are completely familiar with the manufacturer's recommended methods of installation as well as the requirements of this work.
2. Staff installing specified grout shall have attended manufacturer's training sessions and have installed specified grout within the past 12 months prior to beginning work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Acceptance at Site: Deliver and store packaged materials in original containers with seals unbroken and labels, including grade seal, intact until time of use, in accordance with manufacturer's instructions.
- B. Store tile and installation system materials in a dry location; handle in a manner to prevent chipping, breakage, and contamination.
- C. Protect latex additives, organic adhesives, epoxy adhesives and sealants from freezing or overheating in accordance with manufacturer's instructions; store at room temperature when possible.
- D. Store Portland cement mortars and grouts in a dry location.

1.8 PROJECT/SITE CONDITIONS

- A. Provide ventilation and protection of environment as recommended by manufacturer.
- B. Prevent carbon dioxide damage to tile, pavers, trim, thresholds, as well as adhesives, mortars, grouts and other installation materials, by venting temporary heaters to the exterior.
- C. Maintain ambient temperatures not less than 50°F (10°C) or more than 100°F (38°C) during installation and for a minimum of seven (7) days after completion. Setting of Portland cement is retarded by low temperatures. Protect work for extended period of time and from damage by other trades. Installation with Latex Portland cement mortars requires substrate, ambient and material temperatures at least 37°F (3°C). There should be no ice in slab. Freezing after installation will not damage Latex Portland cement mortars. Protect Portland cement-based mortars and grouts from direct sunlight, radiant heat, forced ventilation (heat & cold) and drafts until cured to prevent premature evaporation of moisture. Epoxy mortars and grouts require surface temperatures between 60°F (16°C) and 90°F (32°C) at time of installation. It is the General Contractor's responsibility to maintain temperature control.

1.9 WARRANTY

- A. The Contractor warrants the work of this Section to be in accordance with the Contract Documents and free from faults and defects in materials and grouts and other installation materials shall provide a written ten (10) year warranty, which covers materials and labor.

1.10 EXTRA MATERIALS STOCK

- A. Upon completion of the work of this Section, deliver to the Owner 2% minimum additional tile and trim shape of each type, color, pattern and size used in the Work, as well as extra stock adhesives, mortars, grouts and other installation materials for the Owner's use in replacement and maintenance. Extra stock to be from same production run or batch as original tile and installation materials.

PART 2 - PRODUCTS

2.1 CERAMIC TILE

- A. Basis of Design: Characteristics of specific products, where named in this Section, are indicated to establish required level of quality, appearance, and performance. The Architect will consider comparable products by alternate manufacturers where listed, and requests for substitutions, under the provisions of Section 01 25 00.

- 1. All tile for like applications shall be the product of a single manufacturer.

- B. Products: All interior tile shall match the existing in location, type, size, color, slip resistance, base configuration and grouting (size and color). The following information is provided for reference from the Specifications when the existing building was constructed. All this information shall be visually verified on site by the Contractor.

- 1. Family Restroom & Shower:

- a. Restroom Wall Tile: Daltile. 6x6, color (Light Blue to match existing. Contractor to verify), gloss.
- b. Shower Wall Tile (both sides of Shower wall): Daltile. 6x6, color 0190 (Arctic White), gloss.
- c. Floor Tile: Daltile. 12x12, color B929 (Biscuit Speckle Standard) anti-slip, matte.
- d. Base: 4" cove base to match floor tile.

- 2. Men's and Women's Showers:

- a. Wall Tile: Daltile.
 - 1) 6x6, color (Light Blue to match existing. Contractor to verify), gloss.
 - 2) 6x6, color 0135 (Almond), gloss.
- b. Floor Tile: Royal Mosa, Global Collection.

- 1) 6x6, color 0T08 (Sahara Sand) anti-slip, matte.
 - 2) 6x6 accent, color (Dark Sand/Adobe to match existing. Contractor to verify) anti slip, matte.
- c. Base: 4" cove base to match floor tile.

2.2 TILE INSTALLATION MATERIALS

- A. Latex Portland Cement Mortar for thick beds, screeds, leveling beds and scratch/plaster coats to be weather, frost, shock resistant and meeting the following physical requirements:
1. Compressive Strength (ANSI A118.4 Modified): 5000 psi (34.5 MPa)
 2. Water Absorption (ANSI A118.6): ≤ 5%
 3. Service Rating (TCA/ASTM C627): Extra Heavy/cycles 1-14
 4. Smoke & Flame Contribution (ASTM E84 Modified): 0
- B. Latex Portland Cement Thin Bed Mortar for thin set and slurry bond coats to be weather, frost, shock resistant, non-flammable and to meet the following physical requirements:
1. Compressive strength (ANSI A118.4): 2400 psi (16.5 MPa) Min.
 2. Bond strength (ANSI A118.4): 500 psi 3.5 MPa) Min.
 3. Smoke & Flame Contribution (ASTM E84 Modified): 0
- C. Organic Adhesive shall be non-flammable, water resistant, latex adhesive and shall meet the following physical requirements:
1. Open Time (ANSI A136.1): 70 minutes @ 75 degrees F (24 degrees C)
 2. Color: White
 3. Density (ANSI A136.1): 13.2 lbs/gal (1.6 kg/l)
- D. Latex Portland Cement Grout to be weather, frost and shock resistant, as well as meeting the following physical requirements:
1. Compressive Strength (ANSI A118.7): 3500 psi (24MPa)
 2. Water Absorption (ANSI 118.7): < 5%
 3. Linear Shrinkage (ANSI A11837): <0.1%
 4. Smoke & Flame Contribution (ASTM E84 Modified): 0
 5. Manufacturer: Custom Building Products (or equal), Color as selected.
- E. Expansion and Control Joint Sealant to be a one component, neutral cure, exterior grade silicone sealant meeting the following requirements:
1. Tensile Strength (ASTM C794): 225 psi (1.5MPa)
 2. Hardness (ASTM D751; Shore A): 25 (colored sealant)/15 (clear sealant)
 3. Weather Resistance (QUV Weather-ometer): 10000 hours (no charge)

2.3 SEALERS AND FINISHES

- A. Grout and non-glazed tile sealer: Miracle Sealants 511 Impregnator, phone (800)-350-1901.

2.4 ACCESSORIES

A. Sealants

- 1. Interior sealants: Unless noted otherwise, provide sealants as manufactured by grout manufacturer.
 - a. Where exposed to pedestrian traffic, provide sealants rated for pedestrian traffic, with minimum Shore A value of 35, as manufactured by grout manufacturer.
 - b. Match adjacent grout color.

- B. Reinforcing Mesh: 2 x 2 inch square x 16 gauge stainless steel welded wire mesh.

- C. Organic Adhesive: Type 1 organic adhesive, complying with ANSI A136.1 and approved by CTI for application.

- D. Moisture Barrier: Provide asphalt felt, ASTM D 226, Type I, Class B.

2.5 MORTAR AND GROUT MIXES

- A. Mix and proportion cementitious materials for mortar and grout mixes in accordance with manufacturers requirements.

- 1. Do not mix more bond coat than can be used within one hour.
- 2. If bond coat mixture begins to skin, discard and make new batch.

2.6 ACCESSORY TILE

A. General

- 1. All accessory tile shall be in matching size, color, and finish.
- 2. Stretcher tile can be the standard size of the manufacturer.
- 3. Provide surface bullnose trim at all open edges or ends. Unglazed or cut tile edges unacceptable.
- 4. Provide surface bullnose trim at all tile abutting jamb conditions and extending beyond frame.
- 5. Provide full curved stretcher tile for all outside corners.

2.7 OTHER MATERIALS

- A. Provide all other materials, not specifically described but required for complete and proper installation of this work, as selected by the contractor and subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that work of this Section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
 - a. Verify joints in concrete substrate occur only at sealant expansion joint locations as specified for ceramic tile.
 - b. Where non-documented substrate cracks occur, obtain direction from Architect.
3. In the event of discrepancy, immediately notify the Architect.
4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 MORTAR BED INSTALLATION

- A. Unless noted otherwise, prepare floor substrate as required for complete bond. Remove all sealers, curing compounds and other materials affecting proper bond of membranes with appropriate equipment.
- B. Coordinate lath and mortar bed installation with concrete slab substrate joints. Align expansion joints in mortar bed and tile with substrate joints.
- C. Install mortar bed in accordance with specified method and referenced ANSI standard.
- D. Where waterproof membrane is provided, do not penetrate membrane. Provide accessory supports.

3.3 TILE INSTALLATION

A. Tile installation general

1. Install tile materials in accordance with ANSI A137.1, other referenced ANSI and TCNA specifications, and TCNA "Handbook for Ceramic Tile Installation", except for more stringent requirements of manufacturer or these Specifications.
2. Cut and fit tile tight to protrusions and vertical interruptions and treat with a compatible sealant as specified in Section 07 92 00. Form corners and bases neatly.
3. Work tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joint watertight, without voids, cracks, excess mortar, or grout.

4. Prepare surface, fit, set, bond, grout and clean in accordance with applicable requirements of ANSI standards and Tile Council of North America as indicated on Drawings.
5. Waterproofing: Install waterproof membranes per Section 07 14 00.

B. Protection

1. Protect finished installation.
2. Provide non-staining protective coverings for all tile.
3. Remove and replace any products that are cracked, scraped, or otherwise damaged after installation and before acceptance by Owner.

3.4 FIELD QUALITY CONTROL

A. Tolerances

1. Grout joint alignment with adjacent edge: 1/8" in 10 feet.
2. Row and column alignment: 1/8" in 10 feet deviation.
3. Alignment with adjacent tile: 1/16" +/-.
4. Level, plane and/or vertical: 1/8" in 10 feet deviation.

3.5 EXTRA STOCK

- A. Provide sufficient field tile and cove base in compliance with Section 1.10 Extra Stock Materials for each type and color.
- B. Package in clearly labeled containers, store as necessary until delivered to Owner.

END OF SECTION 093000

SECTION 09 91 00 - PAINT

PART 1 - GENERAL

1.1 SUMMARY

- A. Definitions: The term "paint", as used herein, includes enamels, paints, sealers, fillers, emulsions and other coatings, whether used as prime, inter mediate or finish coats.

1.2 REFERENCES

- A. Codes and Standards: In addition to complying with codes and regulations, comply with "Standard (Type I)" as defined in "Modern Guide to Paint Specifications", by Painting and Decorating Contractors of America, current edition.

1.3 SUBMITTALS

- A. Materials List: Prior to ordering any materials, submit to the Architect, a complete list of materials proposed to be furnished. Include substrate and material to be applied for all surfaces. This shall not be construed as permitting substitutions of materials for materials specified.
- B. Extra Materials: Upon completion, deliver to the Owner one gallon of each color and type of final coats of paint and enamel used, and a receipt obtained therefore.

1.4 PRODUCT HANDLING

- A. Delivery: Deliver materials to site in original containers bearing manufacturer's product description corresponding to materials list.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers:
 - 1. All field painted surfaces: The products of Dunn-Edwards (D/E) and Benjamin Moore (B/M) have been selected as the standard of acceptable quality. Equivalent products of other manufacturers may be considered providing they have been reviewed, in advance, by the architect in accordance with the Contract.

- B. Thinners: When used, thinners shall be as recommended by manufacturer for the material to be thinned, of non-combustible nature.
- C. Colors and glosses: Per this specification or as selected by the Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Suitability: If surface to be finished cannot be prepared for finishing by customary cleaning, sanding, spackling and puttying operations, the Painting Subcontractor shall notify the Contractor and Architect in writing, or assume responsibility for and rectify and defective finishes at no additional cost.
- B. Protection: Prior to surface preparation and painting operations, completely mask, remove, and protect hardware, accessories, machined surfaces, plates, lighting fixtures and items not scheduled to receive paint.
- C. Priming: Spot prime exposed fasteners and other metals to be painted with emulsion paints, using primer recommended by manufacturer.
- D. Cleaning: Before applying paint or other surface treatment, clean surfaces involved. Previously painted surfaces, except exterior masonry, plaster or concrete, excluding shop primed surfaces, shall be prepared by wiping down with appropriate pre-paint materials in accordance with the manufacturer's instructions. Schedule cleaning and painting so that dust or contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.2 APPLICATION

- A. General: Mix and apply materials in accordance with manufacturer's instructions to ensure defect-free finishes.
- B. Drying: Drying time shall be per manufacturer's recommendations; modified for adverse weather conditions.
- C. Environmental Conditions: Comply with manufacturer's recommendations for environmental conditions under which coating systems may be applied. Do not apply paint where dust is being generated.
- D. Moisture Content: Use a moisture-meter reading within limits recommended by manufacturer.
- E. Defects: Sand and dust between coats to remove defects visible from a distance of five feet.
- F. Reinstallation of Removed Items: Upon completion in each space, promptly reinstall items removed for painting, using workmen skilled in the particular trade.

3.3 CLEAN-UP

- A. General: Remove empty containers or excess items at the end of each workday. No paints, thinners or cleaning solvents shall be stored within building. Prevent accidental spilling but, should spill occur, remove spilled material and restore surfaces to original undamaged condition at no additional cost. Upon completion, and prior to final inspection, visually inspect surfaces, removing paint spatter from surfaces not scheduled to be painted.

PART 4 - PAINT SCHEDULE

Painting Schedule – Interior Finishes:

Epoxy-Gloss Finish Drywall: Color to match existing.

| | | |
|----------------------|------|---|
| 1 st Coat | B/M: | Ultra Spec 500 Interior Latex Primer N534 |
| 2 nd Coat | B/M: | Corotech Acrylic Epoxy V450 |
| 3 rd Coat | B/M: | Corotech Acrylic Epoxy V450 |

END OF SECTION 099100

SECTION 10 28 00 – TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Toilet and Shower accessories.
- B. Lavatory and sink trap and piping prefabricated wrap kit.

1.2 REFERENCES

- A. ASTM A 167 – Stainless and Heat -Resisting Chromium-Nickel Steel Plate, Sheet and Strip.

1.3 REGULATORY REQUIREMENTS

- A. Comply with requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), as currently amended.
- B. Where different or more restrictive than ADAAG, comply with requirements of Chapter 11B, Part 2, Title 24, CCR, as currently amended.

1.4 SUBMITTALS

- A. Submit product data and installation instructions under provisions of Section 01 33 00.
- B. Include physical dimensions, operational features, color and finish, wall mounting brackets with mounted measurements, anchorage details, rough-in measurements, location, and details.
 - 1. Review installation and placement of accessories with regard to such components as counters and door swings. Identify all potential conflicts with proposed placement of accessories, including compliance with disabled access regulations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Characteristics of specific products, where named in this Section, are indicated to establish required level of quality, appearance, and performance. The Architect will consider comparable products by alternate manufacturers where listed, and requests for substitutions, under the provisions of Section 01 25 00.

2.2 WASHROOM AND MISCELLANEOUS ACCESSORIES

- A. Manufacturer: Bobrick (818) 982-9600, d-line (800)-621-1937 or equal, unless noted otherwise

B. Toilet Area Accessories:

1. Shower Compartment Grab Bar: ASI 3100 Series, concealed mounting, set screw flange cover, satin finish.
2. Shower Curtain Cable: Stainless steel cable system by Ultra-tec (1-800-851-2961, www.ultra-tec.com) Using 1/8" dia. cable, with Adjust-A-Body tensioner, using hanger bolts for wood framing and concrete anchors for concrete block walls per manufacturers recommendations.
3. Changing Table: Bobrick (Koala Care) KB200-00 Surface mounted.
4. Mirror – Surface mounted: Bobrick B-2908 Series. Welded stainless steel frame. 1/4" tempered mirror. Concealed hangers.
5. Clean-out covers: J.R. Smith Model 4710 series. Size as required.
6. Lavatory Countertop: Solid surface counter top (wall hung). 6" splash three sides. Bullnose front edge. Color as selected.
7. Surface mounted toilet set cover dispenser, waste disposal and toilet tissue dispenser: Bobrick #B-30919 & #30929.

C. Shower Accessories

1. Shower Curtain Cable: Stainless steel cable system by Ultra-tec (1-800-851-2961, www.ultra-tec.com) Using 1/8" dia. cable, with Adjust-A-Body tensioner, using hanger bolts for wood framing and concrete anchors for concrete block walls per manufacturers recommendations.
2. Shower Compartment Grab Bar: ASI 3100 Series, concealed mounting, set screw flange cover, satin finish accessories.
3. Shower Seat (Family Restrooms only): Bobrick B-5191

D. Locker Room Accessories

1. Locker Room Bench: ADA Compliant unit with back by Hollman. "Oslo" Model No. OBADA1, "Moondust"-SSM solid surface finish. Include manufacturer's standard floor mounting brackets. Use stainless steel fasteners. www.hollman.com

- E. Fasteners, Screw, and Bolts: Stainless steel or equivalent corrosion resistant, size and type as required for application. Provide tamper and vandal resistant heads at exposed fasteners.
- F. Shop assemble components and package complete with anchors and fittings.
- G. Provide anchor plates, adapters, and clips and all other components required for installation.

2.3 TRAP AND PIPING WRAP

- A. Provide Brocar (Phone 1-800-827-1207) prefabricated trap and piping insulation kit, C500 series, with all required accessory fittings, color white. Provide at all lavatory and sink fittings within the knee space below the countertop.

2.4 OTHER MATERIALS

- A. Provide all other materials, not specifically described but required for complete and proper installation of this work, as selected by the contractor and subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection
 - 1. Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
 - 2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
 - 3. In the event of discrepancy, immediately notify the Architect.
 - 4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION

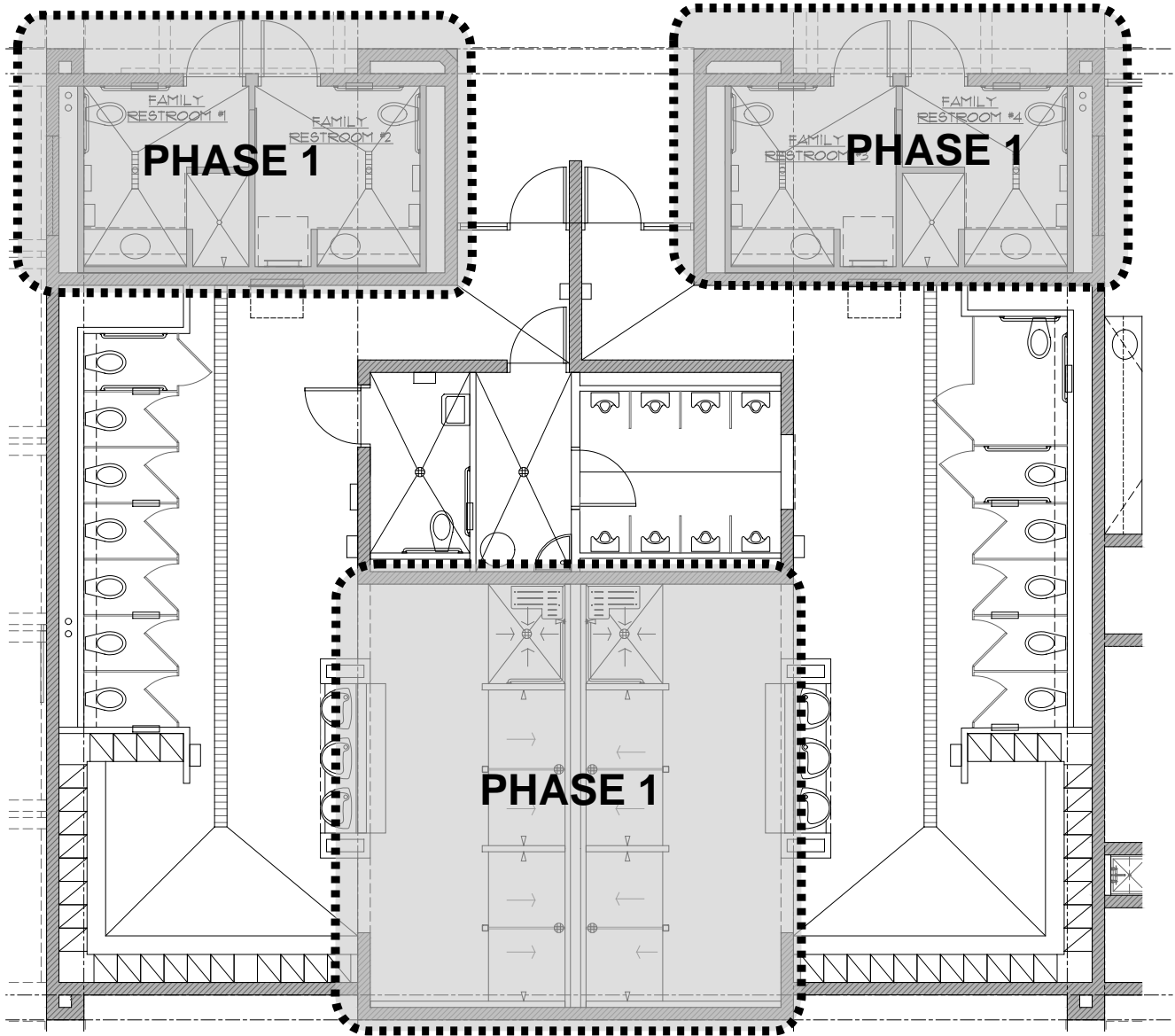
- A. Deliver inserts and rough-in frames to site at appropriate time for building-in.
- B. Provide templates and rough-in measurements as required.
- C. Verify exact location of accessories for installation.

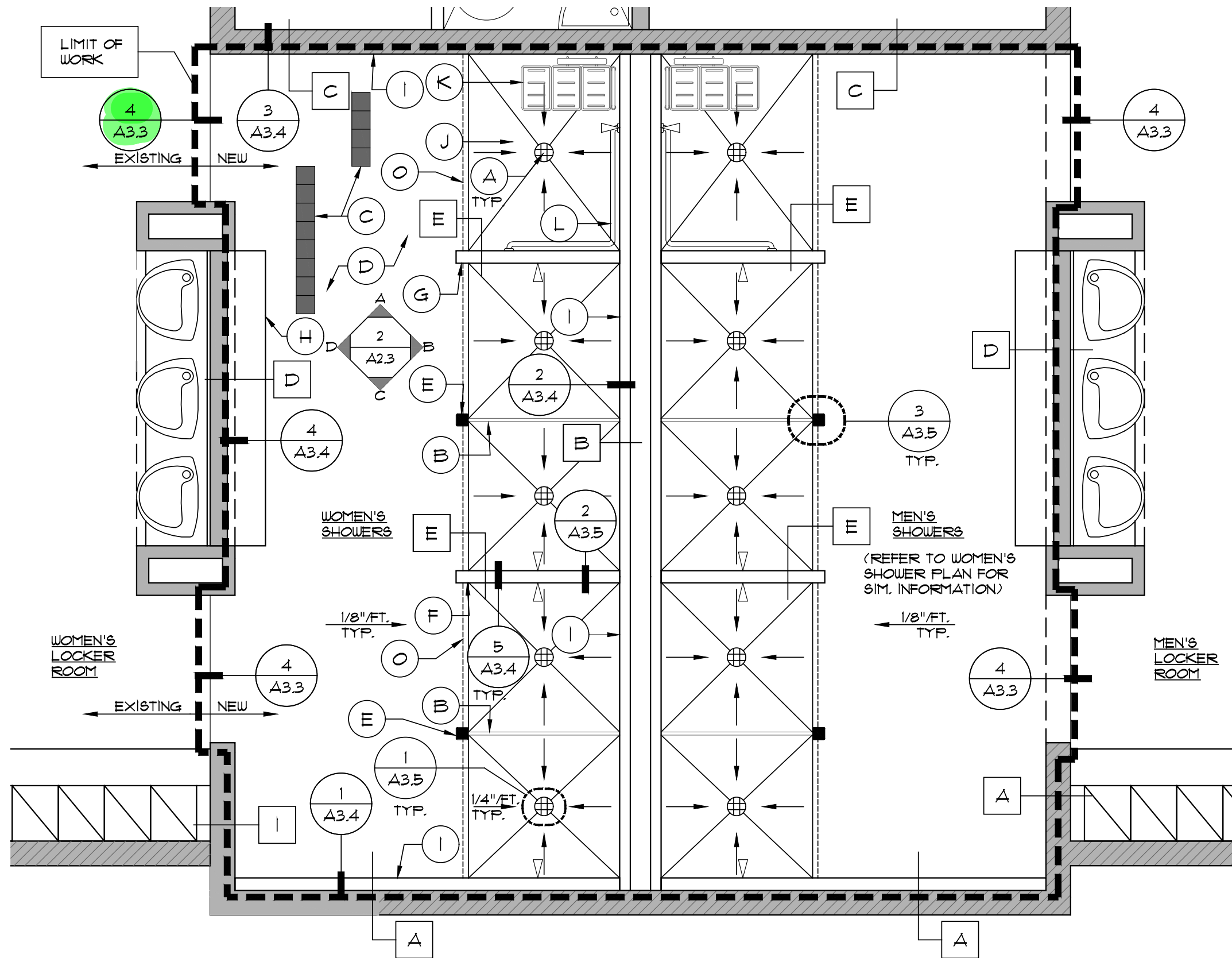
3.3 INSTALLATION

- A. Install fixtures, accessories and items in accordance with manufacturer's instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mount in accordance with referenced accessibility regulations and as shown on drawings.
- D. Clean and polish all accessories after installation.

END OF SECTION 102800

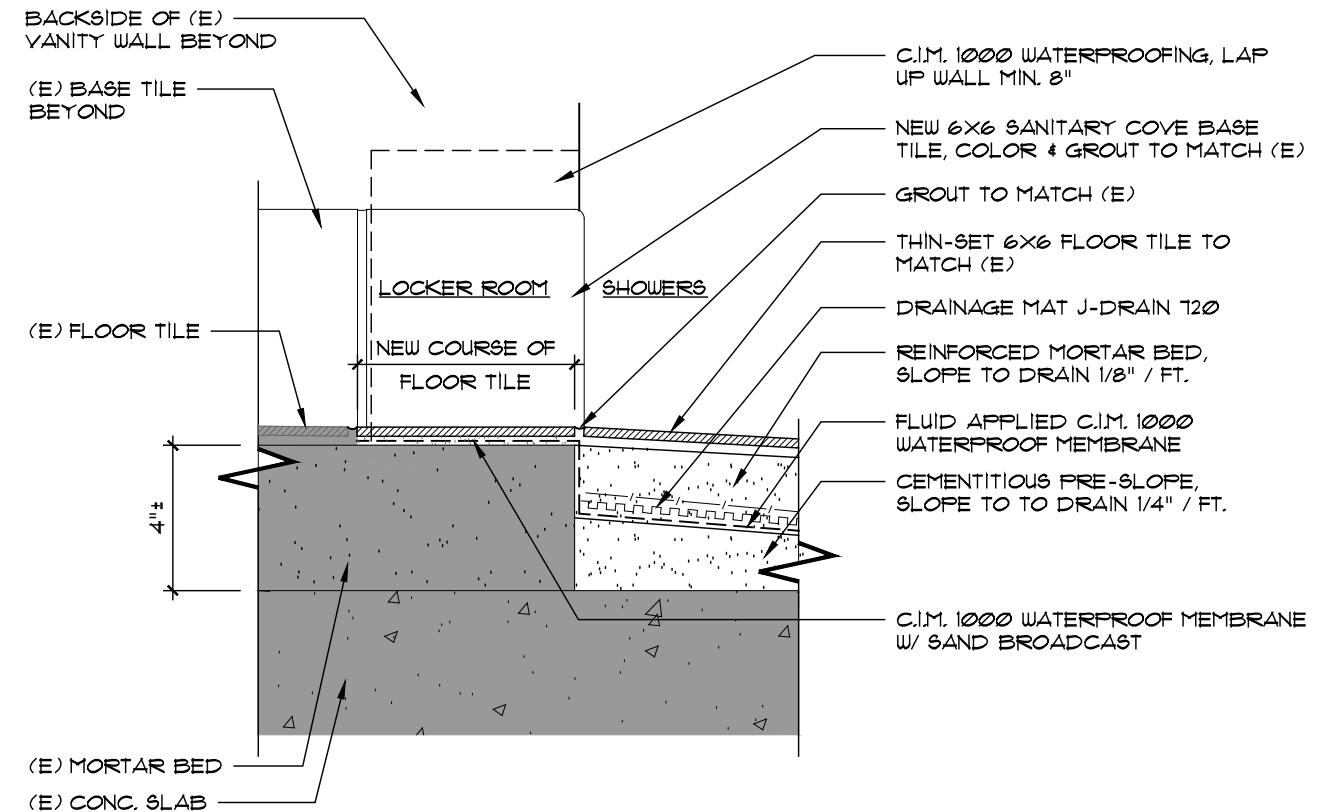
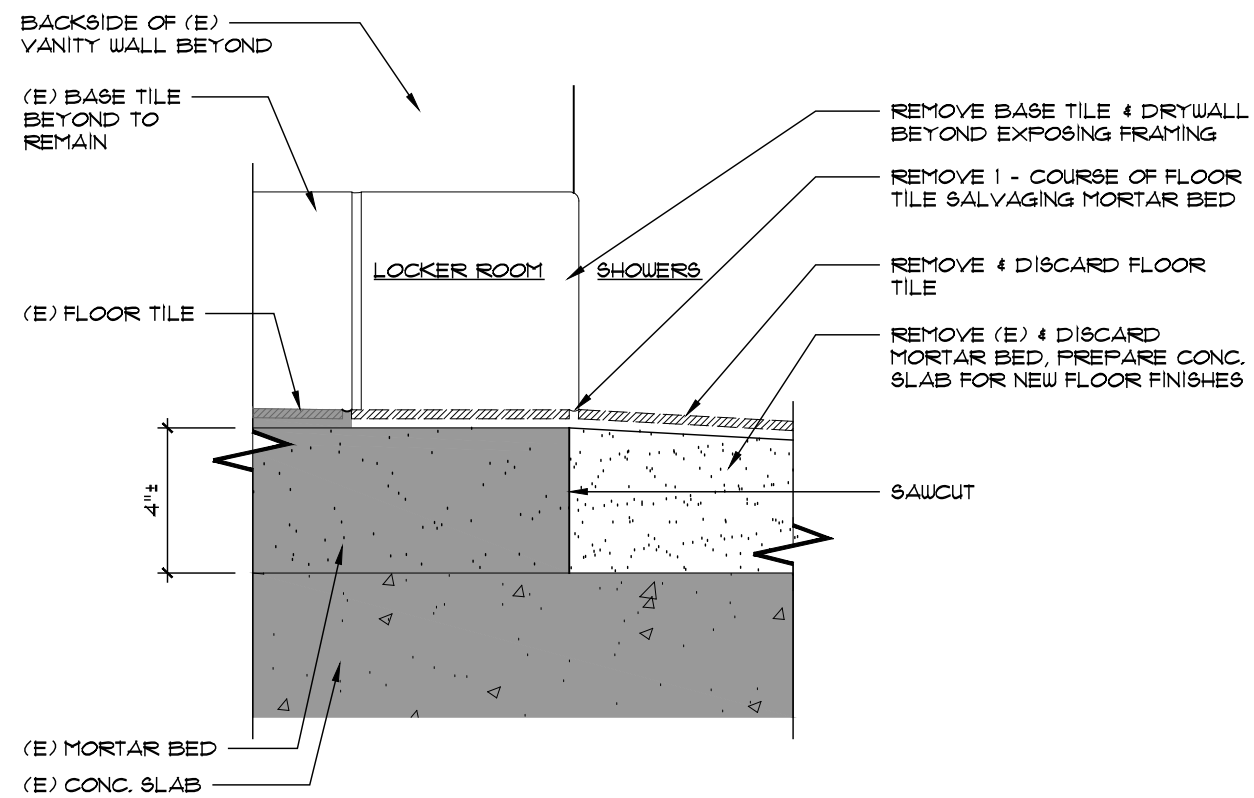
Phase 1 = Schedule "A" scope of work. Provide all labor, equipment and materials necessary to complete all demolition and restoration work within the Phase 1 areas noted below. In addition, perform all Accessibility improvements within the restrooms as shown in the contract plans. Accessibility improvements include those improvements (removal and replacement) in areas identified as Phase 2A and 2B, including, but not limited to: under-mount sinks; mirror set; floor-mount bench; ambulatory toilet stall improvements; removal of toilet, cap plumbing in mens restroom.





1 BUILDING 3 - SHOWER ROOM REPAIR
 SCALE: 3/8" = 1'-0"



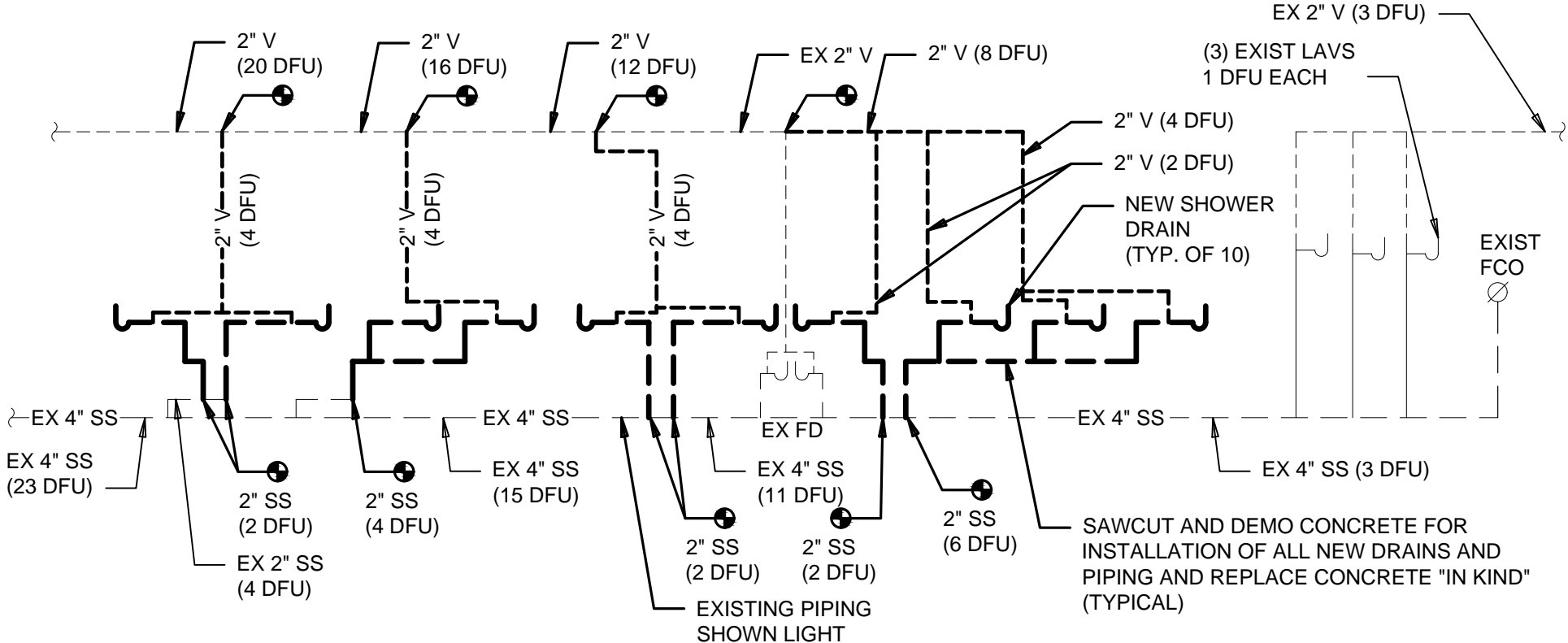


3 SHOWER TO LOCKER ROOM FLOOR TRANSITION (DEMO)

SCALE: 3"=1'-0"

4 SHOWER TO LOCKER ROOM FLOOR TRANSITION (REPAIR)

SCALE: 3"=1'-0"



WASTE AND VENT RISER DIAGRAM

NO SCALE

ALGA NORTE AQUATIC CENTER

SKP-1

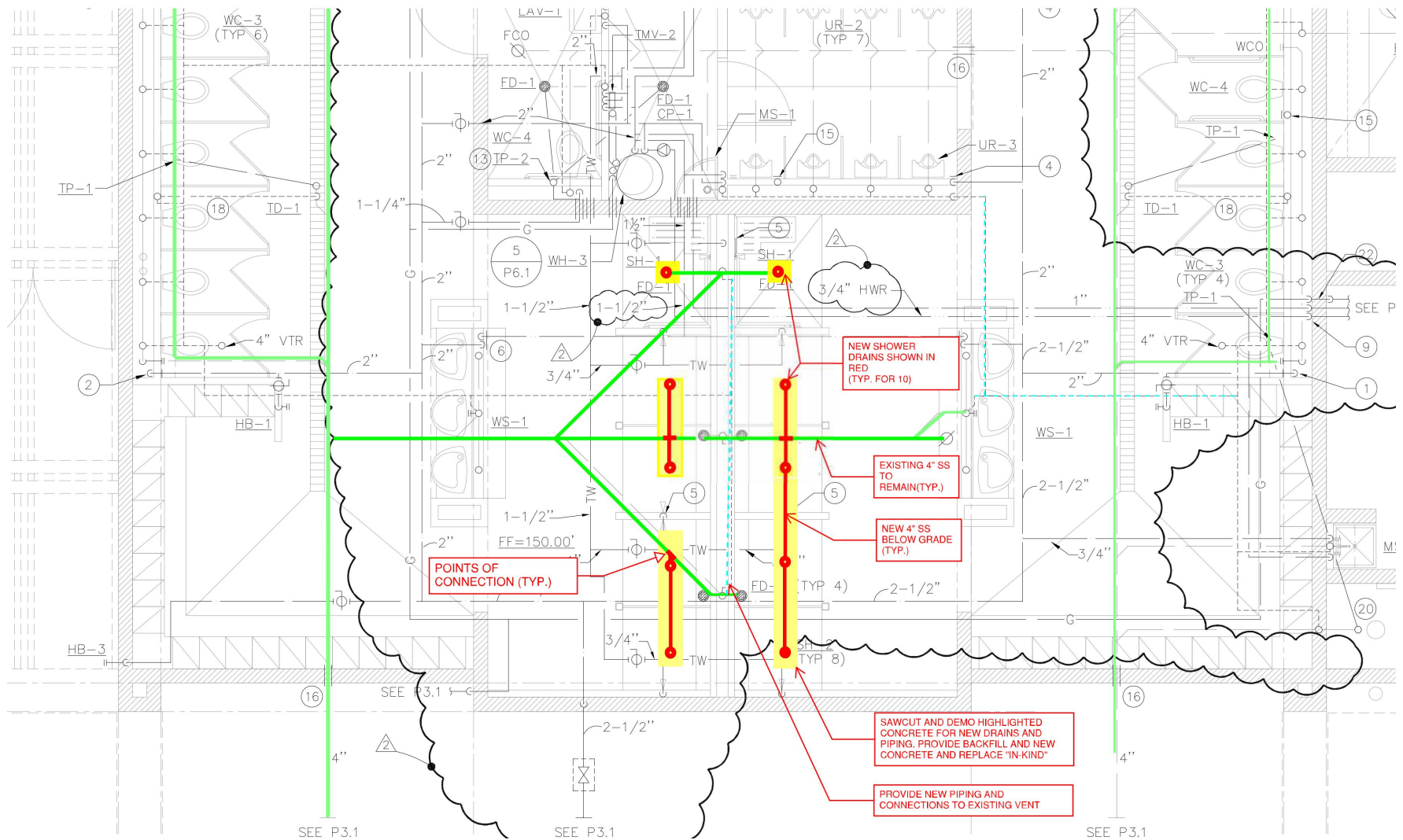
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| DATE : 2024-05-29 |
| TREI NO. : 23230.S00 |

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| DRAWN : GM |
| DESIGN : GM |
| CHECKED : ML |

TURPIN & RATTAN
ENGINEERING, INC.
CONSULTING ENGINEERS
4719 PALM AVENUE
LA MESA, CA 91941-5221
619 / 466 / 6224 FAX 466 / 6233
E-MAIL: ENGINEER@TREISD.COM
TREI # 23230.S00

©Meter 06/03/24 - 3:05pm
C:\Projects\23230 Alga Norte Aquatic Center\
23230 SKP-1 Plumbing Diagram SKP-1.dwg



PARTIAL FLOOR PLAN

NO SCALE

ALGA NORTE AQUATIC CENTER

SKP-2

2 OF 2

MOD. NO. : -

DATE : 2024-06-03

TREI NO. : 23230.S00

DRAWN : GM

DESIGN : GM

CHECKED : ML



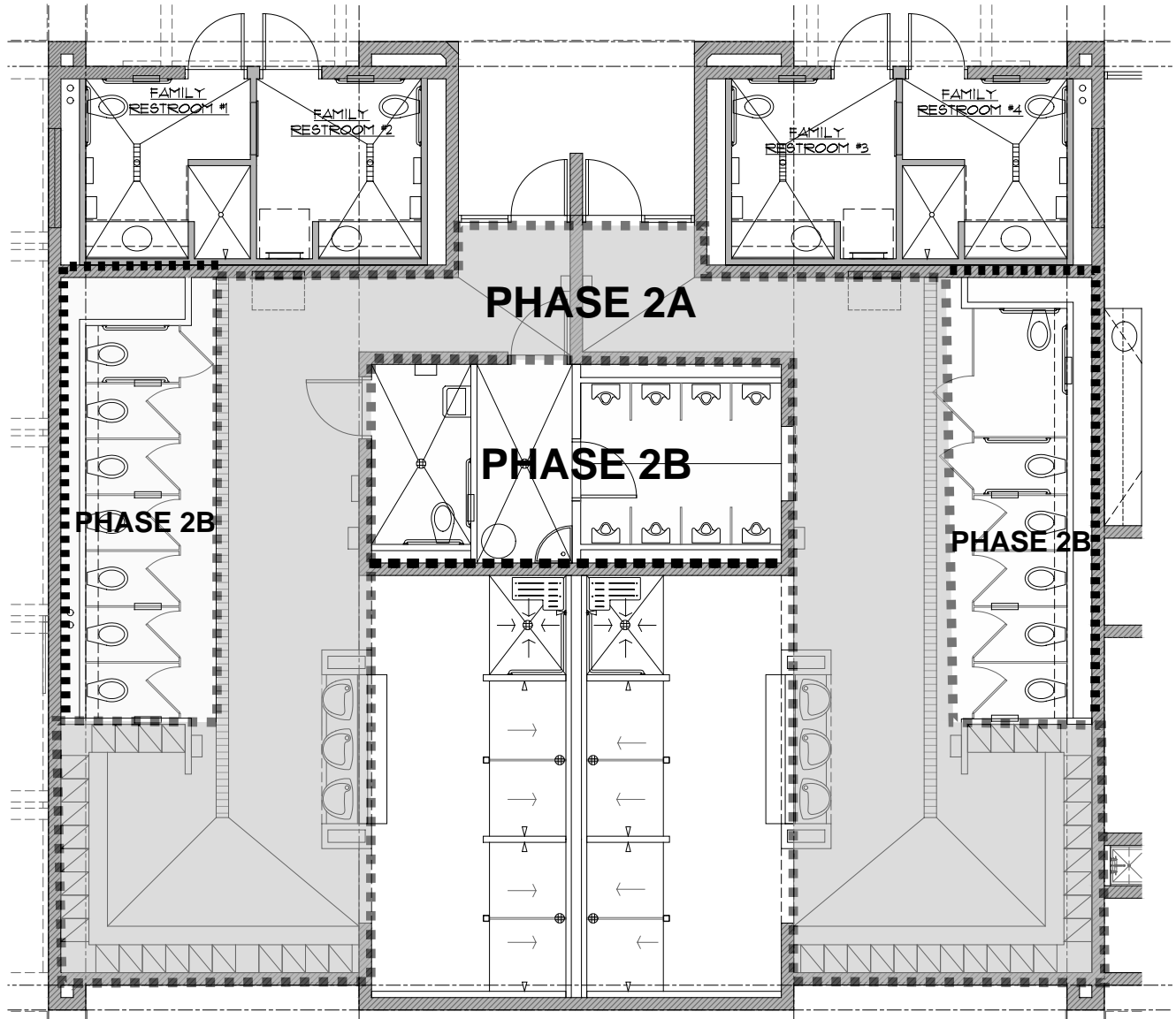
TURPIN & RATTAN
ENGINEERING, INC.

CONSULTING ENGINEERS
4719 PALM AVENUE
LA MESA, CA 91941-5221
619 / 466 / 6224 FAX 466 / 6233
E-MAIL: ENGINEER@TREISO.COM

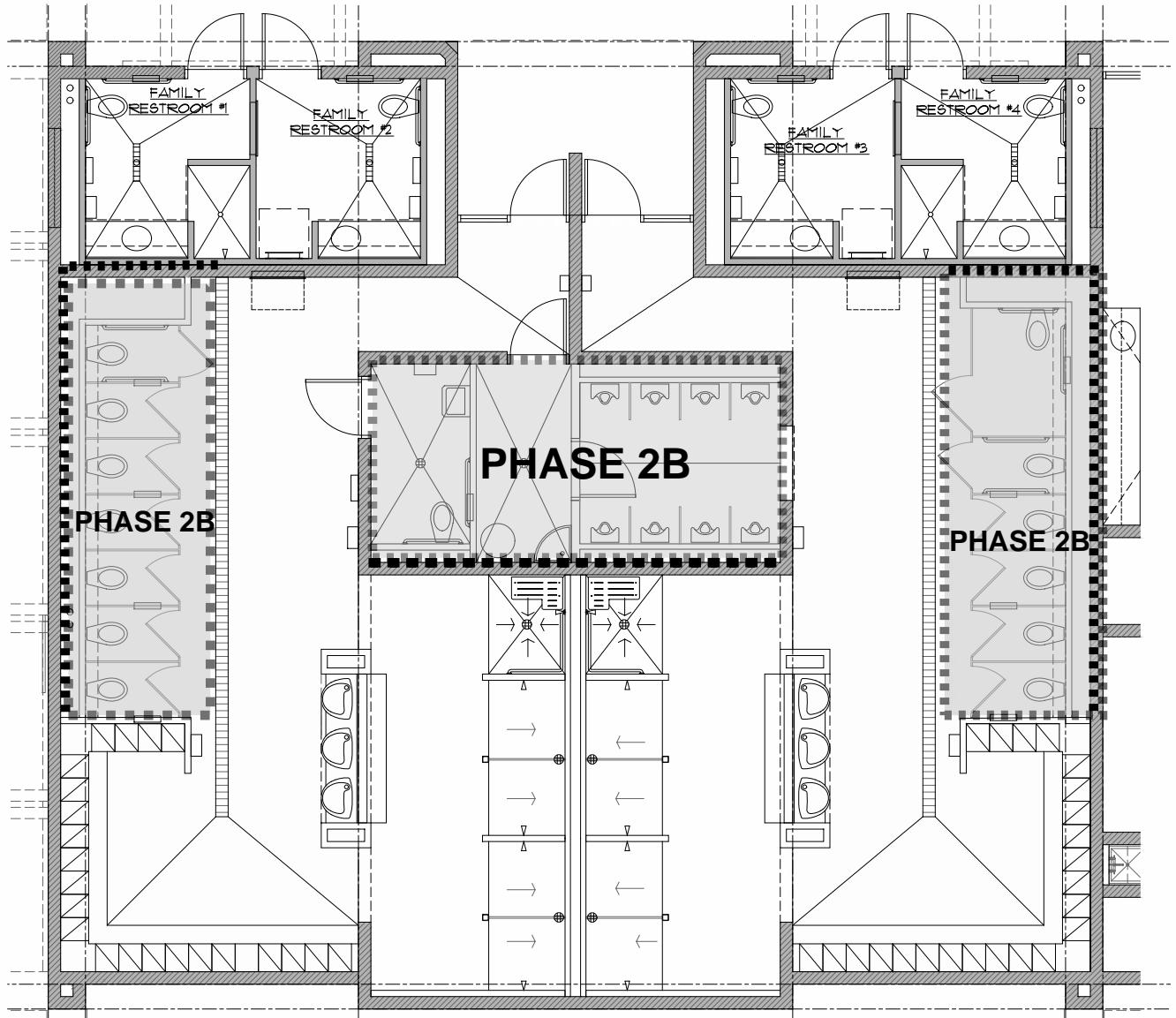
TREI # 23230.S00

G:\Meter 06/03/24 - 3:09pm
s:\3230\23230.S00 - Alga Norte Aquatic Center\23300xxx P\Acadpro\23230 SKP-1 Plumbing Floor Plan SKP-2.dwg

Phase 2A - Schedule "B" scope of work. Provide all labor, equipment and materials necessary to complete all demolition and restoration work within the Phase 2A areas shown below, with the exception of the Accessibility improvements included in the Phase 1 scope of work. The Phase 2A scope of work includes, but is not limited to: Remove and replace floor tile, cove base tile, reinforced mortar bed, trench drain, wainscot tile, framing, sheeting and metal door frames, all as shown on the contract drawings.



Phase 2B - Schedule "C" scope of work. Provide all labor, equipment and materials necessary to complete all demolition and restoration work within the Phase 2B areas noted below. Work within Phase 2B includes, but is not limited to: remove and replace toilet stall partitions, toilets, tile, reinforced mortar bed, partitions, housekeeping pad, hot water heater, floor drains.





**DETERMINATION OF PROJECT'S
SWPPP TIER LEVEL AND
CONSTRUCTION THREAT LEVEL
E-32**

Attachment "B"
Development Services
Land Development Engineering
1635 Faraday Avenue
442-339-2750
www.carlsbadca.gov

I'm applying for: Grading Permit Building Permit Right-of-way permit Other

Project Name: _____ Project ID: _____

Address: _____ APN _____ Disturbed Area: _____ Ac

| Section 1: Determination of Project's SWPPP Tier Level (Check applicable criteria and check the corresponding SWPPP Tier Level, then go to section 2) | SWPPP Tier Level |
|---|---------------------------------|
| <p><u>Exempt – No Threat Project Assessment Criteria</u> My project is in a category of permit types exempt from City Construction SWPPP requirements. Provided no significant grading proposed, pursuant to Table 1, section 3.2.2 of Storm Water Standards, the following permits are exempt from SWPPP requirements:</p> <p><input type="checkbox"/> Electrical <input type="checkbox"/> Patio <input type="checkbox"/> Mobile Home <input type="checkbox"/> Plumbing <input type="checkbox"/> Spa (Factory-Made) <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Mechanical <input type="checkbox"/> Re-Roofing <input type="checkbox"/> Sign <input type="checkbox"/> Roof-Mounted Solar Array</p> | <input type="checkbox"/> Exempt |
| <p><u>Tier 3 – Significant Threat Assessment Criteria – (See Construction General Permit (CGP) Section I.B)*</u> <input type="checkbox"/> My project includes construction or demolition activity that results in a land disturbance of equal to or greater than one acre including but not limited to clearing, grading, grubbing or excavation; or, <input type="checkbox"/> My project includes construction activity that results in land disturbance of less than one acre but the construction activity is part of a larger common plan of development or the sale of one or more acres of disturbed land surface; or, <input type="checkbox"/> My Project is associated with construction activity related to residential, commercial, or industrial development on lands currently used for agriculture; or <input type="checkbox"/> My project is associated with construction activity associated with Linear Underground/Overhead Projects (LUP) including but not limited to those activities necessary for installation of underground and overhead linear facilities (e.g. conduits, substructures, pipelines, towers, poles, cables, wire, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include but not limited to underground utility mark out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road, tower footings/foundation, pavement repair or replacement, stockpile/borrow locations. <input type="checkbox"/> Other per CGP _____</p> | <input type="checkbox"/> Tier 3 |
| <p><u>Tier 2 – Moderate Threat Assessment Criteria:</u> My project does not meet any of the Significant Threat Assessment Criteria described above and meets one or more of the following criteria: <input type="checkbox"/> Project requires a grading plan pursuant to the Carlsbad Grading Ordinance (Chapter 15.16 of the Carlsbad Municipal Code); or, <input type="checkbox"/> Project will result in 2,500 sq. ft. or more of soils disturbance including any associated construction staging, stockpiling, pavement removal, equipment storage, refueling and maintenance areas and project meets one or more of the additional following criteria: <ul style="list-style-type: none"> • located within 200 ft. of an environmentally sensitive area or the Pacific Ocean; and/or, • disturbed area is located on a slope with a grade at or exceeding 5 horizontal to 1 vertical; and/or • disturbed area is located along or within 30 ft. of a storm drain inlet, an open drainage channel or watercourse; and/or • construction will be initiated during the rainy season or will extend into the rainy season (Oct. 1 – Apr. 30) </p> | <input type="checkbox"/> Tier 2 |
| <p><u>Tier 1 – Low Threat Assessment Criteria</u> <input type="checkbox"/> My project does not meet any of the Significant or Moderate Threat criteria above, is not an exempt permit type per above and the project meets one or more of the following criteria: <ul style="list-style-type: none"> • results in some soil disturbance; and/or • includes outdoor construction activities (such as roof framing, saw cutting, equipment washing, material stockpiling, vehicle fueling, waste stockpiling) </p> | <input type="checkbox"/> Tier 1 |

* Items listed are excerpt from CGP. CGP governs criteria for triggers for Tier 3 SWPPP. Developer/owner shall confirm coverage under the current CGP and any amendments, revisions and reissuance thereof.

| SWPPP Tier Level | Section 2: Determination of Project's Construction Threat Level (Check applicable criteria under the Tier Level as determined in section 1, check the corresponding Construction Threat Level, then complete the emergency contact and signature block below) | Construction Threat Level |
|------------------|---|---------------------------------|
| Exempt | - Not Applicable - | Exempt |
| Tier 3 | Tier 3 – High Construction Threat Assessment Criteria: My Project meets one or more of the following: <input type="checkbox"/> Project site is 50 acres or more and grading will occur during the rainy season <input type="checkbox"/> Project site is located within the Buena Vista or Agua Hedionda Lagoon watershed, inside or within 200 feet of an environmentally sensitive area (ESA) or discharges directly to an ESA <input type="checkbox"/> Soil at site is moderately to highly erosive (defined as having a predominance of soils with USDA-NRCS Erosion factors k_f greater than or equal to 0.4) <input type="checkbox"/> Site slope is 5 to 1 or steeper <input type="checkbox"/> Construction is initiated during the rainy season or will extend into the rainy season (Oct. 1 – April 30) <input type="checkbox"/> Owner/contractor received a Storm Water Notice of Violation within past two years | <input type="checkbox"/> High |
| | Tier 3 – Medium Construction Threat Assessment Criteria <input type="checkbox"/> All projects not meeting Tier 3 High Construction Threat Assessment Criteria | <input type="checkbox"/> Medium |
| Tier 2 | Tier 2 – High Construction Threat Assessment Criteria: My Project meets one or more of the following: <input type="checkbox"/> Project is located within the Buena Vista or Agua Hedionda Lagoon watershed, inside or within 200 feet of an environmentally sensitive area (ESA) or discharges directly to an ESA <input type="checkbox"/> Soil at site is moderately to highly erosive (defined as having a predominance of soils with USDA-NRCS Erosion factors k_f greater than or equal to 0.4) <input type="checkbox"/> Site slope is 5 to 1 or steeper <input type="checkbox"/> Construction is initiated during the rainy season or will extend into the rainy season (Oct. 1 – Apr. 30) <input type="checkbox"/> Owner/contractor received a Storm Water Notice of Violation within past two years <input type="checkbox"/> Site results in 10,000 sq. ft. or more of soil disturbance | <input type="checkbox"/> High |
| | Tier 2 – Medium Construction Threat Assessment Criteria <input type="checkbox"/> My project does not meet Tier 2 High Threat Assessment Criteria listed above | <input type="checkbox"/> Medium |
| Tier 1 | Tier 1 – Medium Construction Threat Assessment Criteria: My Project meets one or more of the following: <input type="checkbox"/> Owner/contractor received a Storm Water Notice of Violation within past two years <input type="checkbox"/> Site results in 500 sq. ft. or more of soil disturbance <input type="checkbox"/> Construction will be initiated during the rainy season or will extend into the rainy season (Oct.1 – April 30) | <input type="checkbox"/> Medium |
| | Tier 1 – Low Construction Threat Assessment Criteria <input type="checkbox"/> My project does not meet Tier 1 Medium Threat Assessment Criteria listed above | <input type="checkbox"/> Low |

I certify to the best of my knowledge that the above statements are true and correct. I will prepare and submit an appropriate tier level SWPPP as determined above prepared in accordance with the City SWPPP Manual. I understand and acknowledge that I must adhere to and comply with the storm water best management practices pursuant to Title 15 of the Carlsbad Municipal Code and to City Standards at all times during construction activities for the permit type(s) checked above. The City Engineer/Building Official may authorize minor variances from the Construction Threat Assessment Criteria in special circumstances where it can be shown that a lesser or higher SWPPP Tier Level is warranted.

| | |
|---|---------------|
| Emergency Contact Name: | Telephone No: |
| Owner/Owner's Authorized Agent Name: | Title: |
| Owner/Owner's Authorized Agent Signature: | Date: |

FOR CITY USE ONLY

| | | |
|-------------------|-----|----|
| City Concurrence: | Yes | No |
| | | |
| By: | | |
| Date: | | |
| DWG #/CB#: | | |



CONSTRUCTION WASTE MANAGEMENT PLAN B-59

Development Services

Building Division
1635 Faraday Avenue
760-602-2719
www.carlsbadca.gov

Many of the materials generated from your project can be recycled. You are required to list materials that will be reused, recycled or disposed from your project. If you have questions about the recycling requirement or completing this form, please contact Waste Management at (760) 929-9400, a certified C&D recycler, or the Carlsbad Building Division at (760) 602-2700. Please note: Unless you are self-hauling, Waste Management or approved haulers must be used for all construction projects within the City of Carlsbad.

PART 1 Complete and submit this form when applying for a Building Permit. Note: Permits will not be issued without a completed Construction Waste Management Plan.

Applicant Information

Permit No. Project Title

Project Address APN

Applicant Name Owner Contractor Architect Other
Last First

Applicant Address

Phone () E-mail Address

Applicant Mailing Address
(if different than project address)

Project Type Residential Commercial Public Building Industrial
(check all that apply):

Brief Description

Project Size Estimated Cost of Project \$
(square footage)

Please check the appropriate box:

- I plan on using WASTE MANAGEMENT roll-off bin(s) for all materials and will provide all receipts after construction.
I plan on self-hauling to a certified recycling facility and will provide all receipts after construction.
This is a proposed LEED certified project and I plan on separating materials on site in conjunction with WASTE MANAGEMENT.

Acknowledgement: I certify under penalty of perjury under the laws of the State of California that the information provided in and with this form pertains to construction and demolition debris generated only from the project listed in PART 1, that I have reviewed the accuracy of the information, and that the information is true and correct to the best of my knowledge and belief.

Print Name Signature Date

PART 1 Complete, obtain signature, and submit this form when applying for a Building Permit. Note: Permits will (cont'd) not be issued without a completed Construction Waste Management Plan.

DEBRIS RECYCLING ESTIMATE:

| SECTION A | Permit No. _____ | | Project Title _____ | |
|--|---|---|---|---|
| Project Address _____ | | APN _____ | | |
| Applicant Name _____ | | Phone () _____ | | |
| <i>Last</i> | | <i>First</i> | | |
| SECTION B | Complete the following table with estimated waste tonnage to be generated by your project. | | | |
| This is your plan for construction waste management. Changes can be made on the final recycle report. | | | | |
| Goal: the diversion rate shall be 65% by weights of debris. | | | | |
| Material Type | Estimated Waste Quantity (tons) | A Place a (ü) check next to items to be reused or salvaged | B Place a (ü) check next to items to be recycled | C Place a (ü) check next to items to be disposed at landfill |
| <i>Complete this line of the table only if only using WASTE MANAGEMENT roll-off bins.</i> Mixed C&D Debris | | | | |
| Asphalt & Concrete | | | | |
| Brick / Masonry / Tile | | | | |
| Mixed Inert Debris | | | | |
| Cabinets, Doors, Fixtures, Windows (circle all that apply) | | | | |
| Carpet | | | | |
| Carpet Padding / Foam | | | | |
| Cardboard | | | | |
| Ceiling Tile (acoustic) | | | | |
| Drywall (used, new, scrap) | | | | |
| Landscape Debris (brush, trees, stumps, etc.) No dirt. | | | | |
| Unpainted Wood & Pallets | | | | |
| Roofing Materials | | | | |
| Scrap Metal | | | | |
| Stucco | | | | |
| Other: _____ | | | | |
| TOTAL | = | | | |
| SECTION C | | | | |
| To meet 65% Diversion Requirement (estimate) _____ x 0.65 = _____ tons | | | | |
| <i>Total Estimated Waste from above</i> | | | <i>Minimum Required Diversion</i> | |
| Contractor/Owner Signature _____ | | | Date _____ | |

Conversion Table for Common Construction Waste

This document is informational only. It is here to help you convert truckload quantities to tons, if necessary.

| <u>Category</u> | <u>Material</u> | <u>Column A</u> <u>Volume</u> | | <u>Column B</u> <u>Tons/Unit</u> | <u>Column C</u> <u>Tons</u> |
|---|---------------------------|----------------------------------|---------|-------------------------------------|--------------------------------|
| Mixed Debris | Construction | _____ | cy x | 0.18 = | _____ |
| | Demolition | _____ | cy x | 1.19 = | _____ |
| Asphalt/Concrete | Asphalt (broken) | _____ | cy x | 0.70 = | _____ |
| | Concrete (broken) | _____ | cy x | 1.20 = | _____ |
| | Concrete (solid slab) | _____ | cy x | 1.30 = | _____ |
| Brick/Masonry/Tile | Brick (broken) | _____ | cy x | 0.70 = | _____ |
| | Brick (whole, palletized) | _____ | cy x | 1.51 = | _____ |
| | Masonry brick (broken) | _____ | cy x | 0.60 = | _____ |
| | Tile | _____ | sq ft x | 0.00175 = | _____ |
| Building Materials (cabinets, doors, windows, etc.) | | _____ | cy x | 0.15 = | _____ |
| Cardboard (flat) | | _____ | cy x | 0.05 = | _____ |
| Carpet | By square foot | _____ | sq ft x | 0.0005 = | _____ |
| | By cubic yard | _____ | cy x | 0.30 = | _____ |
| Carpet Padding/Foam | | _____ | sq ft x | 0.000125 = | _____ |
| Ceiling Tiles | Whole (palletized) | _____ | cy x | 0.0003 = | _____ |
| | Loose | _____ | cy x | 0.09 = | _____ |
| Drywall (new or used) | 1/2" (by square foot) | _____ | sq ft x | 0.0008 = | _____ |
| | 5/8" (by square foot) | _____ | sq ft x | 0.00105 = | _____ |
| | Demo/used (by cu. yd.) | _____ | cy x | 0.25 = | _____ |
| Landscape Debris (brush, trees, etc.) | | _____ | cy x | 0.15 = | _____ |
| | Asphalt Composition | | | | |
| Shingles, asphalt | Shingle | _____ | cy x | 0.22 = | _____ |
| Unpainted Wood/Pallets | By board foot | _____ | bd ft x | 0.001375 = | _____ |
| | By cubic yard | _____ | cy x | 0.15 = | _____ |
| Trash/Garbage | | _____ | cy x | 0.18 = | _____ |
| Other (estimated weight) | | _____ | cy x | estimate = | _____ |
| | | _____ | cy x | estimate = | _____ |
| | | _____ | cy x | estimate = | _____ |
| | | _____ | cy x | estimate = | _____ |
| | | | | Total all | = _____ |



ALGA NORTE PARK AQUATIC CENTER BUILDING 3 SHOWER REPAIRS

PROJECT DIRECTORY

OWNER:
CITY OF CARLSBAD PARKS AND RECREATION
DEPARTMENT
799 PINE AVENUE
CARLSBAD, CA 92008

CONTACT:
MOLLY AMENDT, PE
CITY OF CARLSBAD PUBLIC WORKS
1635 FARADAY AVENUE
CARLSBAD, CA 92008
(760) 573-3368

ARCHITECT
DOUGLAS A. WHITMORE, AIA
KERSTEN GEMBALLA
WHITMORE ARCHITECTS
5675 RUFFIN ROAD, SUITE 350
SAN DIEGO, CALIFORNIA 92123
(619) 232-4575

CONSULTING STRUCTURAL ENGINEER
STEPHEN KERR, S.E.
JOSEPHSON-WERDOWATZ & ASSOCIATES, INC.
6370 LUSK BOULEVARD, SUITE F200
SAN DIEGO, CALIFORNIA 92121
(858) 558-2181

PROJECT DATA

PROJECT NAME: ALGA NORTE PARK AQUATIC CENTER
BUILDING 3 SHOWER REPAIRS

PROJECT ADDRESS: 6565 ALICANTE ROAD, CARLSBAD, CA 92008

JURISDICTION: CITY OF CARLSBAD

GOVERNING CODE: CALIFORNIA BUILDING CODES - 2022 EDITIONS
CALIFORNIA BUILDING CODE (CBC)
CALIFORNIA FIRE CODE (CFC)
CALIFORNIA MECHANICAL CODE (CMC)
CALIFORNIA PLUMBING CODE (CPC)
CALIFORNIA ELECTRICAL CODE (CEC)
CALIFORNIA GREEN BUILDING CODE (CGBC)
CALIFORNIA ENERGY CODE (CECC)

CONSTRUCTION TYPE: TYPE V-B
OCCUPANCY CLASS: A-3, B, S-1
SPRINKLERED: YES

NUMBER OF STORIES: 1 STORY

HEIGHT OF BUILDING: 24'-11" PER RECORD DRAWINGS

LOT NUMBER: 5

ZONE: P-C (PLANNED COMMUNITY)

ACCESSOR'S PARCEL NO.: 215-021-07

LEGAL DESCRIPTION: LOT 5 OF CARLSBAD TRACT NO. 99-03-LA COSTA GREENS, ACCORDING TO MAP NO. 14543, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO ON FEBRUARY 12, 2003 IN THE CITY OF CARLSBAD, COUNTY SAN DIEGO, STATE OF CALIFORNIA.

PROJECT SUMMARY

BUILDING #3 - MEN'S AND WOMEN'S LOCKER ROOM AND SHOWER AREAS, INCLUDING FAMILY RESTROOM SHOWERS, TO BE REPAIRED AND RENOVATED, INCLUDING FLOOR AND WALL TILE ASSEMBLIES, DUE TO FAILING WATERPROOFING. NEW WORK SHALL COMPLY WITH CURRENT ACCESSIBILITY REQUIREMENTS.

FLOOR AREA OF WORK: 2,730 S.F.

SHEET INDEX

SHT NO. TITLE

ARCHITECTURAL

- A0.1 SITE PLAN / PROJECT INFORMATION
- A0.2 GENERAL NOTES / STORM WATER BMPS
- A0.3 ACCESSIBILITY AND FINISH NOTES
- A1.1 BUILDING 3 - ORIENTATION AND EXISTING WALL TYPE PLAN
- A2.1 BUILDING 3 - FAMILY RESTROOM DEMO PLAN
- A2.2 BUILDING 3 - FAMILY RESTROOM REPAIR PLAN
- A2.3 BUILDING 3 - MEN'S / WOMEN'S SHOWER ROOM DEMO PLAN
- A2.4 BUILDING 3 - MEN'S / WOMEN'S SHOWER ROOM REPAIR PLAN
- A2.5 BUILDING 3 - MEN'S / WOMEN'S LOCKER ROOM DEMO PLAN
- A2.6 BUILDING 3 - MEN'S / WOMEN'S LOCKER ROOM REPAIR PLAN
- A2.7 BUILDING 3 - FLOOR FINISH REPAIR PLAN
- A3.1 WALL TYPE DETAILS
- A3.2 WALL TYPE DETAILS
- A3.3 WALL TYPE DETAILS
- A3.4 WALL DETAILS
- A3.5 DETAILS

STRUCTURAL

- S1 BUILDING 3 - STRUCTURAL NOTES AND DETAILS

ADDITIONAL DRAWINGS FOR REFERENCE ONLY

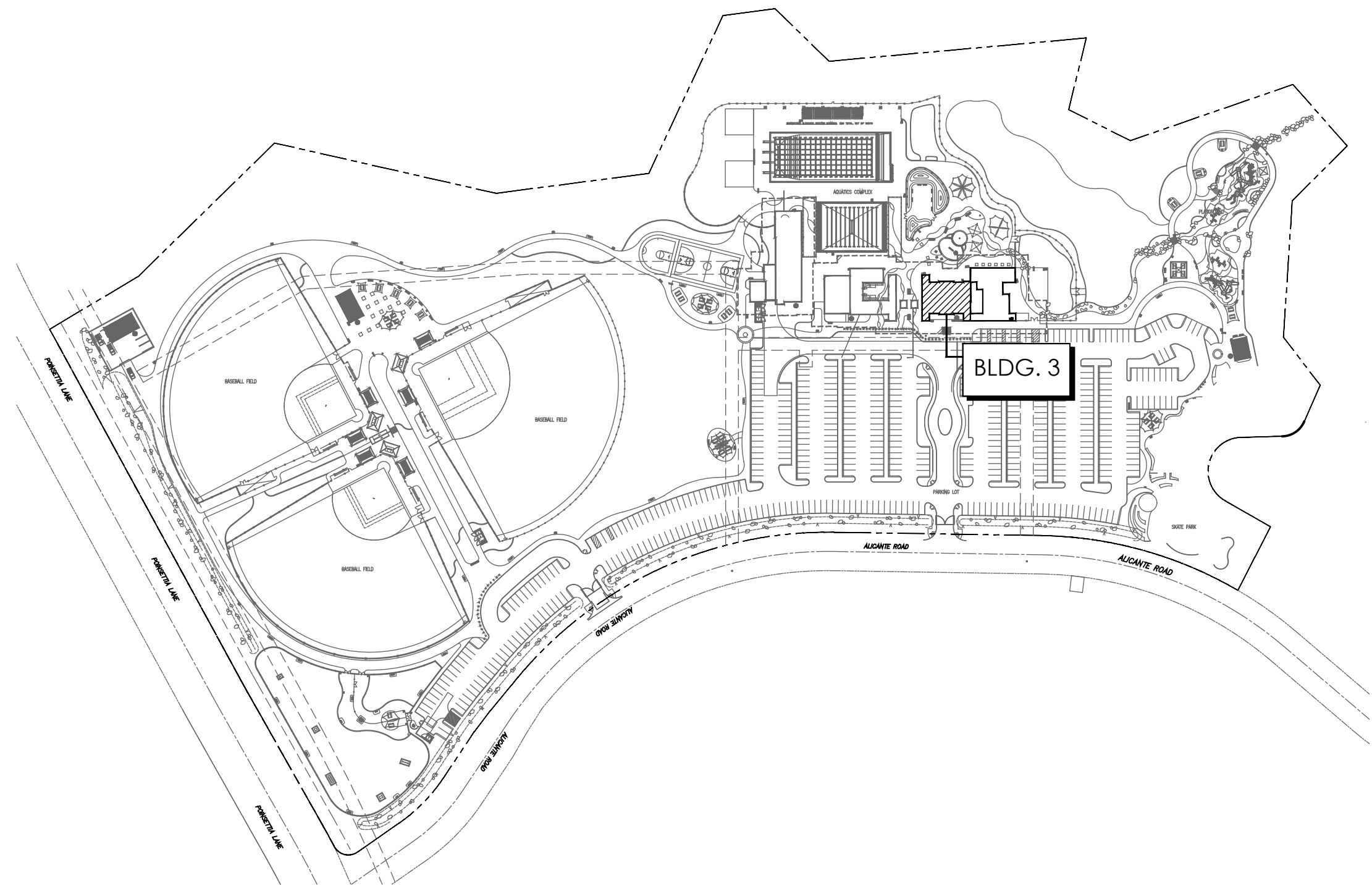
2012 ALGA NORTE PARK ORIGINAL CONSTRUCTION DRAWINGS (AVAILABLE THROUGH CITY ENGINEER)

SITE:

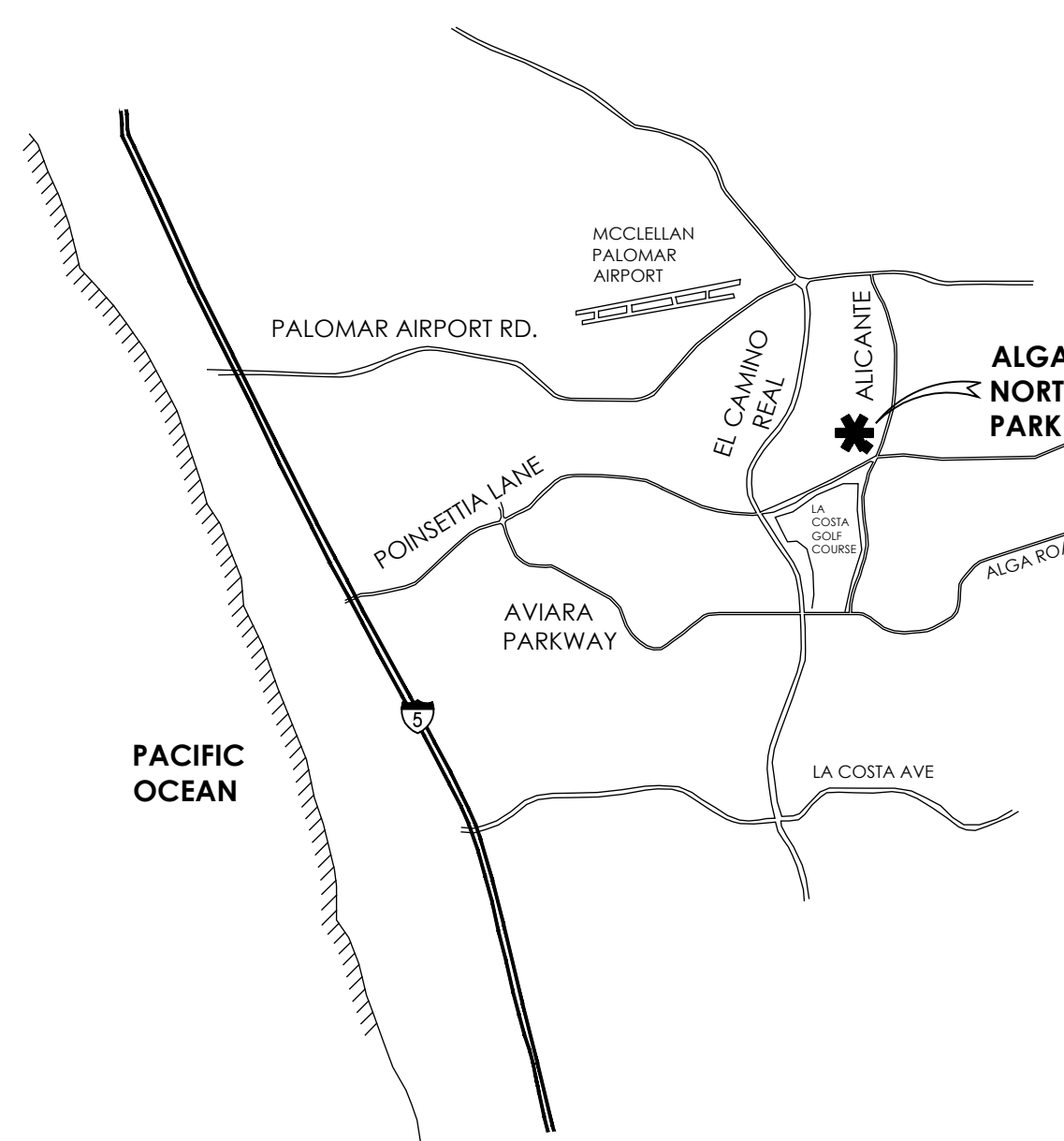
- CIVIL (GRADING & DRAINAGE)
- AQUATIC ELEMENTS (POOLS)
- LANDSCAPE & IRRIGATION
- SKATE PARKS

BUILDINGS:

- ARCHITECTURE
- STRUCTURAL
- MECHANICAL
- PLUMBING
- ELECTRICAL
- FOOD SERVICE



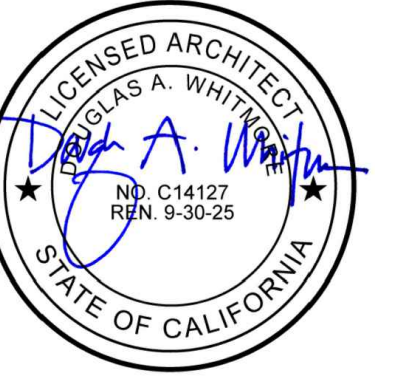
SITE PLAN
SCALE: N.T.S.



VICINITY MAP
NOT TO SCALE



5675 Ruffin Road, Suite 350
San Diego, California 92123
(619) 232-4575 (619) 256-0379



REVISIONS:

| | |
|---|-----------------------------|
| 1 | 03 DEC 2021 P.C. REVISION |
| 2 | 12 SEP 2023 P.C. REVISION |
| 3 | 26 SEP 2023 CLIENT REVISION |
| 4 | 26 OCT 2023 P.C. REVISION |
| 5 | 14 NOV 2023 P.C. REVISION |

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

SITE PLAN
PROJECT INFORMATION

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

CBC2023-0083

A0.1

STORM WATER QUALITY NOTES - CONSTRUCTION BMPs

THIS PROJECT SHALL COMPLY WITH ALL CURRENT REQUIREMENTS OF THE STATE PERMIT, CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (SDRWQCB), SAN DIEGO MUNICIPAL STORM WATER PERMIT, THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE, AND THE STORM WATER STANDARDS MANUAL

PRIOR TO ANY DISTURBANCE, TEMPORARY SEDIMENT CONTROLS SHALL BE INSTALLED BY THE CONTRACTOR OR QUALIFIED PERSON(S) AS INDICATED BELOW:

1. ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "STORM WATER STANDARDS MANUAL" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR WATER POLLUTION CONTROL PLAN (WPCP) FOR CONSTRUCTION LEVEL BMPs AND, IF APPLICABLE, THE STORM WATER QUALITY MANAGEMENT PLAN (SWQMP) FOR POST-CONSTRUCTION BMPs.
2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL STORM DRAIN INLET PROTECTION, INLET PROTECTION IN THE PUBLIC RIGHT-OF-WAY MUST BE TEMPORARILY REMOVED PRIOR TO A RAIN EVENT TO ENSURE NO FLOODING OCCURS AND REINSTALLED AFTER RAIN IS OVER.
3. ALL CONSTRUCTION BMPs SHALL BE INSTALLED AND PROPERLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
4. THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING, AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED CONTACT PERSON CAN PROVIDE EROSION AND SEDIMENT CONTROL MEASURES.
5. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS ARE AWARE OF ALL STORM WATER BMPs AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED SWPPP/WPCP WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, CIVIL PENALTIES, AND/OR STOP WORK NOTICES.
6. THE CONTRACTOR OR QUALIFIED CONTACT PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT, DEBRIS, AND MUD ON AFFECTED AND ADJACENT STREET(S) AND WITHIN STORM DRAIN SYSTEM DUE TO CONSTRUCTION VEHICLES/EQUIPMENT AND CONSTRUCTION ACTIVITY AT THE END OF EACH WORK DAY.
7. THE CONTRACTOR SHALL PROTECT NEW AND EXISTING STORM WATER CONVEYANCE SYSTEMS FROM SEDIMENTATION, CONCRETE RINSE, OR OTHER CONSTRUCTION-RELATED DEBRIS AND DISCHARGES WITH THE APPROPRIATE BMPs THAT ARE ACCEPTABLE TO THE CITY RESIDENT ENGINEER AND AS INDICATED IN THE SWPPP/WPCP.
8. THE CONTRACTOR OR QUALIFIED CONTACT PERSON SHALL CLEAR DEBRIS, SILT, AND MUD FROM ALL DITCHES AND SWALES PRIOR TO AND WITHIN 3 BUSINESS DAYS AFTER EACH RAIN EVENT OR PRIOR TO THE NEXT RAIN EVENT, WHICHEVER IS SOONER.
9. IF NON-STORM WATER DISCHARGE LEAVES THE SITE, THE CONTRACTOR SHALL IMMEDIATELY STOP THE ACTIVITY AND REPAIR THE DAMAGES. THE CONTRACTOR SHALL NOTIFY THE CITY RESIDENT ENGINEER OF THE DISCHARGE, PRIOR TO RESUMING CONSTRUCTION ACTIVITY. ANY AND ALL WASTE MATERIAL, SEDIMENT, AND DEBRIS FROM EACH NON-STORM WATER DISCHARGE SHALL BE REMOVED FROM THE STORM DRAIN CONVEYANCE SYSTEM AND PROPERLY DISPOSED OF BY THE CONTRACTOR.

10. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ONSITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT OF CONSTRUCTION BMPs WHEN RAIN IS IMMINENT.
11. THE CONTRACTOR SHALL RESTORE AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL BMPs TO WORKING ORDER YEAR-ROUND.
12. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES DUE TO UNFORESEEN CIRCUMSTANCES TO PREVENT NON-STORM WATER AND SEDIMENT-LADEN DISCHARGES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
14. ALL EROSION AND SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP/WPCP SHALL BE INSTALLED AND MAINTAINED. ALL EROSION AND SEDIMENT CONTROLS FOR INTERIM CONDITIONS SHALL BE PROPERLY DOCUMENTED AND INSTALLED TO THE SATISFACTION OF THE CITY RESIDENT ENGINEER.
15. AS NECESSARY, THE CITY RESIDENT ENGINEER SHALL SCHEDULE MEETINGS FOR THE PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED CONTACT PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK, OWNER/DEVELOPER, AND THE CITY RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION AND SEDIMENT CONTROL MEASURES AND OTHER BMPs RELATIVE TO ANTICIPATED CONSTRUCTION ACTIVITIES.
16. THE CONTRACTOR OR QUALIFIED CONTACT PERSON SHALL CONDUCT VISUAL INSPECTIONS AND MAINTAIN ALL BMPs DAILY AND AS NEEDED. VISUAL INSPECTIONS AND MAINTENANCE OF ALL BMPs SHALL BE CONDUCTED BEFORE, DURING AND AFTER EVERY RAIN EVENT AND EVERY 24 HOURS DURING ANY PROLONGED RAIN EVENT. THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL BMPs AS SOON AS POSSIBLE AS SAFETY ALLOWS.
17. CONSTRUCTION ENTRANCE AND EXIT AREA. TEMPORARY CONSTRUCTION ENTRANCE AND EXITS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CASQA FACT SHEET TC-1 OR CALTRANS FACT SHEET TC-01 TO PREVENT TRACKING OF SEDIMENT AND OTHER POTENTIAL POLLUTANTS ONTO PAVED SURFACES AND TRAVELED WAYS. WIDTH SHALL BE 10' OR THE MINIMUM NECESSARY TO ACCOMMODATE VEHICLES AND EFFECTIVELY MANAGED PER THE SAN DIEGO MUNICIPAL CODE CHAPTER 4, ARTICLE 3, DIVISION 3 "STORM WATER MANAGEMENT AND DISCHARGE CONTROL".

Updated 10/1/2018

GENERAL NOTES

1. THE CONTRACT DOCUMENTS REPRESENT THE ENTIRE AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR FOR COMPLETE CONSTRUCTION OF THIS PROJECT.
 - C. COMPLETE WORK.
 - D. MAINTAIN DUST CONTROL AND CONTAINMENTS TO COMPLETE WORK.
 - D. PROVIDE CONTINUOUS PROTECTION FOR CONSTRUCTION PATH-OF-TRAVEL.
2. THE CONTRACT DOCUMENTS INCLUDE THE DRAWINGS, CONSTRUCTION AGREEMENT, INCLUDING GENERAL CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT, ADDENDA, SCHEDULES, CHANGE ORDERS, AND ALL FEDERAL, STATE AND LOCAL CODES AND REGULATIONS PERTAINING TO THE PRACTICE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL MEANS, METHODS, SCHEDULES, SEQUENCING, EXECUTION AND COORDINATION OF WORK INDICATED IN THE CONTRACT DOCUMENTS.
4. THE DRAWINGS ARE BASED ON AVAILABLE RECORD DRAWINGS AND INFORMATION PROVIDED BY THE OWNER.
5. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITINGS OF ANY DISCREPANCIES, ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS PRIOR TO SUBMISSION OF COST PROPOSALS OR CONSTRUCTION SO THAT INSTRUCTIONS CAN BE ISSUED TO THE CONTRACTOR PRIOR TO PROCEEDING.
6. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING, IN THE EVENT UNUSUAL, LATENT OR UNKNOWN CONDITIONS OR UTILITIES ARE ENCOUNTERED WHICH MIGHT AFFECT THE WORK TO FOLLOW, OR WHERE EXISTING CONDITIONS DIFFER FROM THOSE INDICATED, SO THAT INSTRUCTIONS CAN BE ISSUED TO THE CONTRACTOR PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL PROVIDE CURRENT COPIES OF THE FOLLOWING DOCUMENTS TO THE OWNER PRIOR TO THE COMMENCEMENT OF WORK:
 - A. STATE OF CALIFORNIA CONTRACTOR'S LICENSE, INDICATING TYPE, NUMBER AND EXPIRATION DATE.
 - B. BUSINESS LICENSE IN THE CURRENT JURISDICTION.
 - C. WORKER'S COMPENSATION INSURANCE CERTIFICATE.
 - D. GENERAL LIABILITY INSURANCE CERTIFICATE BROAD-FORM) NAMING THE CITY OF CARLSBAD AND ARCHITECT AS ADDITIONAL INSUREDS.
8. THE CONTRACTOR'S WORK AND WORKMANSHIP SHALL BE OF THE BEST QUALITY THROUGHOUT FOR EACH CRAFT OR TRADE INVOLVED.
9. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY WORK THAT CANNOT BE GUARANTEED AS SPECIFIED.
10. DRAWINGS ARE SCHEMATIC IN NATURE AND MAY SHOW ADJOINING MATERIAL WITH EXAGGERATED SEPARATIONS TO DEPICT LAPS, OFFSETS AND SEALS. DO NOT SCALE DRAWINGS.
11. VERIFY ALL DIMENSIONS, CONDITIONS, QUANTITIES, ETC. - OBTAIN ARCHITECT'S DIRECTION AS TO DESIGN INTENT IN THE EVENT OF CONFLICT OR INTERFERENCE.
12. VERIFY ALL MATERIAL PATTERNS, FIXTURE AND JOINT LOCATIONS, OBJECT PLACEMENT, ETC. WITH ARCHITECT BEFORE FABRICATION OR INSTALLATION TO ENSURE PROPER ALIGNMENT AND SYMMETRY ARE PROVIDED TO ARCHITECT'S SATISFACTION.
13. DRAWING DETAILS AND KEYNOTES ARE TYPICAL FOR SIMILAR CONDITIONS. WHERE DETAILS ARE NOT SHOWN FOR ANY PART OF THE WORK, CONSTRUCTION SHALL BE SIMILAR TO OTHER WORK, AND IN ACCORDANCE WITH MANUFACTURER AND INDUSTRY STANDARDS.
14. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ARCHITECT, BOTH ORALLY AND IN WRITING, UPON DISCOVERY OF ANY UNANTICIPATED CONDITION DURING CONSTRUCTION, SUCH AS THE PRESENCE OF DECAY, MOLD, FUNGUS, ASBESTOS OR OTHER POTENTIALLY HAZARDOUS CONDITION. THE CONTRACTOR SHALL SUSPEND FURTHER WORK AT THE AFFECTED AREA(S) UNTIL THE OWNER AND ARCHITECT PROVIDE A WRITTEN DIRECTIVE REGARDING THE AFFECTED WORK. THE SUSPENSION OF WORK SHALL NOT CONSTITUTE A BASIS FOR A CONTRACT TIME EXTENSION NOR FOR ADDITIONAL COMPENSATION, UNLESS THE DELAY IN THE DIRECTIVE CONCERNING THE METHOD OF PROCEEDING IS NOT RECEIVED BY THE CONTRACTOR FROM THE OWNER AND ARCHITECT OF THE DISCOVERY OF THE UNANTICIPATED CONDITION.
15. THE CONTRACTOR SHALL NOTIFY AN APPROVED "DIG ALERT/UTILITY MARK-OUT SERVICE", PRIOR TO EXCAVATION OR INTRUSIVE WORK WHERE WORK MAY AFFECT EXISTING UTILITIES.
16. THE CONTRACTOR SHALL COORDINATE UTILITY OUTAGES WITH THE OWNER TO COMPLETE WORK AS SPECIFIED.
17. THE PROJECT PREMISES SHALL REMAIN ACCESSIBLE AND HABITABLE DURING CONSTRUCTION AS SPECIFIED. THE CONTRACTOR SHALL:
 - A. SCHEDULE WORK ACCESS, SEQUENCE AND TIME PERIODS AFFECTING OCCUPANTS, PURSUANT TO OWNER'S REVIEW AND APPROVAL.
 - B. MOVE, PROTECT AND REPOSITION FURNISHINGS TO

18. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, PRODUCTS, SERVICES, ETC. REQUIRED FOR COMPLETE AND PROPER WORK, UNLESS NOTED OTHERWISE (UNO). THE OWNER WILL FURNISH, AND THE CONTRACTOR SHALL INSTALL, CERTAIN FIXTURES, MATERIALS AND PRODUCTS WHERE INDICATED ON DRAWINGS.

19. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE CONTRACT DOCUMENTS AND SITE TO DETERMINE THE NATURE AND EXTENT OF THE WORK TO BE PERFORMED AND OPERATIONS REQUIRED TO EXECUTE THE WORK.

20. THE FAILURE OR OMISSION OF THE CONTRACTOR TO VISIT THE SITE, AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS SHALL IN NO WAY RELIEVE THE CONTRACTOR FROM OBLIGATIONS WITH RESPECT TO THE CONTRACT.

21. THE INFORMATION INDICATED ON THE DRAWINGS REPRESENTS THE CURRENT INFORMATION AVAILABLE REGARDING THE CHARACTER AND LOCATION OF EXISTING CONDITIONS, CONSTRUCTION, DETAILS, FINISHES AND MATERIALS WHICH MAY BE ENCOUNTERED.

22. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE OWNER ASSUMES NO RESPONSIBILITY WHATSOEVER REGARDING THE ACCURACY OR SUFFICIENCY OF THE DRAWINGS OR THE INTERPRETATION THEREOF.

23. THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT CONDITIONS AND LOCATIONS INDICATED ARE REPRESENTATIVE OF ALL SIMILAR CONDITIONS AND LOCATIONS PRESENT ON THE SITE, OR THAT UNKNOWN, UNFORESEEN, OR CONFLICTING CONDITIONS, WHICH AFFECT THE WORK, ARE NOT PRESENT ON THE SITE.

24. CONDUITS, ELECTRICAL BOXES, LIGHTING, FIRE ALARM SYSTEM, ETC. MAY BE DETACHED TO FACILITATE REPAIRS. THE FUNCTIONS OF THE CONDUITS, BOXES, FIRE ALARM SPRINKLER SYSTEMS ARE TO BE MAINTAINED DURING CONSTRUCTION, EXCEPT AS OTHERWISE NOTED HEREIN.

25. THE EGRESS PATH SHALL REMAIN FREE AND CLEAR OF ALL OBSTRUCTIONS AT ALL TIMES. NO STORAGE IS PERMITTED IN ANY EGRESS PATHS.

26. PAINTING OF SURFACES AND MATERIALS ARE TO MATCH THE EXISTING CONDITIONS IN COLOR AND SHEEN. THE GENERAL CONTRACTOR SHALL SUBMIT COLOR SAMPLES, FOR REVIEW AND APPROVAL, TO THE ARCHITECT.

27. THIS BUILDING, AND ITS APPURTENANCES, MAY CONTAIN CONDITIONS WITH GUARDRAILS THAT DO NOT COMPLY WITH CODE, OR CONDITIONS THAT DO NOT HAVE CODE-REQUIRED GUARDRAILS. CONTRACTOR SHALL ADDRESS SAFETY ISSUES ARISING FROM THESE CONDITIONS THROUGHOUT THE DURATION OF THE PROJECT.

28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY, INCLUDING BUT NOT LIMITED TO ERECTION AND MAINTENANCE OF SAFETY BARRICADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH APPLICABLE HEALTH AND SAFETY STANDARDS, LAWS, CODES AND REGULATIONS.

29. ALL PROJECT WORK SHALL BE FURNISHED PER SPECIFICATIONS.

30. ALL PROJECT WORK SHALL BE IN COMPLIANCE WITH CFC CHAPTER 33, FIRE SAFETY DURING CONSTRUCTION.

31. CONTRACTOR TO CONFIRM ALL MOLD REMEDIATION IS COMPLETE PRIOR TO START OF REPAIRS.

32. CONTRACTOR TO TEMPORARILY SHUT OFF & CAP ALL UTILITY LINES IN AREAS OF REPAIRS

33. CONTRACTOR TO PROVIDE TEMPORARY SHORING AT WALLS REQUIRING REPAIRS.

34. CONTRACTOR TO PROVIDE COMPREHENSIVE 'BUMPER-TO-BUMPER' WARRANTY FOR A PERIOD OF TWO YEARS FROM FINAL ACCEPTANCE OF THIS WORK. THIS INCLUDES WORKMANSHIP WARRANTY FOR ALL LABOR AND MATERIAL TO REPLACE OR REPAIR DEFECTIVE WORK, IN ADDITION TO ALL MANUFACTURER'S PRODUCT WARRANTIES PROVIDED



5675 Ruffin Road, Suite 350
San Diego, California 92123
t (619) 232-4575 f (619) 256-0379



REVISIONS:

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

GENERAL NOTES

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

A0.2

ACCESSIBILITY AND FINISH NOTES

1. SHOWER COMPARTMENTS:

- a) SHOWER COMPARTMENTS TO BE FINISHED WITH A SMOOTH, NONABSORBENT SURFACE TO HEIGHT NOT LESS THAN 72 INCHES ABOVE THE DRAIN INLET. CBC 1210.3
- b) FLOOR OR GROUND SURFACE OF THE SHOWERS TO COMPLY WITH THE FOLLOWING PER CBC 11B-608.9
 - i) FLOOR AND GROUND SURFACE SHALL BE STABLE, FIRM, AND SLIP RESISTANT PER CBC 11B-302.1
 - ii) FLOOR AND GROUND SURFACE SHALL BE SLOPED 1:48 MAXIMUM IN ANY DIRECTION
 - iii) WHERE THE DRAINS ARE PROVIDED, THE GRATE OPENINGS SHALL BE 1/4" MAXIMUM AND FLUSH WITH THE FLOOR SURFACE.
- c) THRESHOLD OF THE ROLL-IN TYPE SHOWER COMPARTMENT TO HAVE A MAXIMUM 1/2" HIGH ENTRY THRESHOLD PER CBC 11B-608.7.
- d) WATER CONTROLS OF A SINGLE LEVER DESIGN SHALL COMPLY WITH THE FOLLOWING PER CBC 11B-608.5:
 - i) OPERABLE WITH A MAXIMUM FORCE OF 5 POUNDS,
 - ii) MOUNTED AT 40 INCHES ABOVE THE SHOWER FLOOR, WITH THE CENTERLINE OF THE CONTROLS TO BE WITHIN A REACH OF 19 INCHES TO 27 INCHES FROM THE REAR EDGE OF THE SEAT.
 - iii) THE HOSE OF THE SPRAY UNIT SHALL BE AT LEAST 59 INCHES LONG THAT ALLOWS IT BE USED AS BOTH A FIXED SHOWER HEAD AND AS A HAND-HELD SHOWER HEAD.
 - iv) THE SHOWER SPRAY UNIT SHALL HAVE AN ON/OFF CONTROL WITH A NON-POSITIVE SHUT-OFF.
 - v) IF AN ADJUSTABLE-HEIGHT SHOWER HEAD ON A VERTICAL BAR IS PROVIDED, THE BAR SHALL BE INSTALLED SO AS NOT TO OBSTRUCT THE USE OF THE GRAB BARS.
 - vi) THE SHOWER SPRAY UNIT SHALL DELIVER WATER THAT IS 120 DEGREE FAHRENHEIT, MAXIMUM.
 - vii) TOP OF THE MOUNTING BRACKET SHALL BE A MAXIMUM OF 48 1 INCHES ABOVE THE SHOWER FLOOR PER CBC 11B-608.5
- e) SHOWER HAS A SEAT MOUNTED AND LOCATED PER ONE OF SECTION IN CBC 11B-608.3
- f) MOUNTING HEIGHT OF THE GRAB BAR TO BE 33 INCHES TO 36 INCHES ABOVE THE SHOWER FLOOR, MEASURED FROM THE FINISHED FLOOR TO THE TOP OF THE GRIPPING SURFACE PER CBC 11B-608.4
- g) SOAP DISH TO BE MOUNTED A MAXIMUM OF 40 INCHES ABOVE THE FLOOR PER CBC 11B-608.10

2. URINALS:

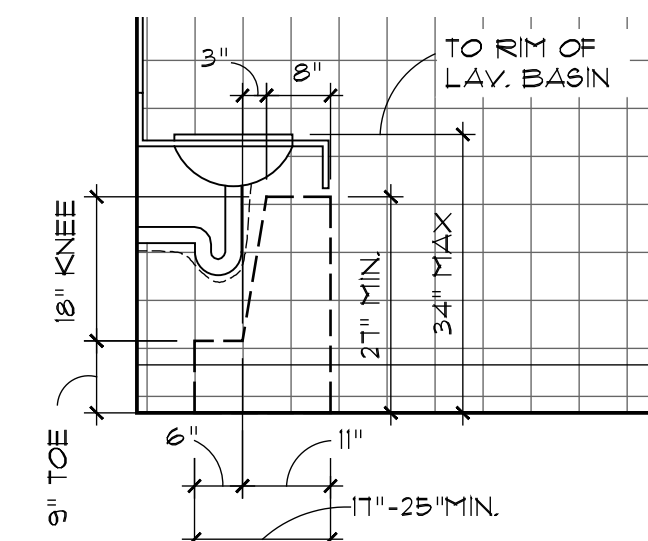
- a. AT URINAL AND WATER CLOSET LOCATIONS, PROVIDE WALL AND PARTITIONS WITHIN 2 FEET OF FIXTURES TO BE SMOOTH, HARD, NONABSORBENT TO A HEIGHT OF 4 FEET ABOVE FLOOR. CBC 1209.2
- b. URINALS SHALL BE THE STALL-TYPE OR WALL-HUNG TYPE WITH THE RIM AT 17 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. CBC 11B-605.2
- c. URINAL SHALL BE 13.5-INCHES DEEP MINIMUM, MEASURED FROM THE OUTER FACE OF THE URINAL RIM TO THE BACK OF THE FIXTURE. CBC 11B-605.2
- d. A CLEAR SPACE OF 30 INCHES WIDE AND 48 INCHES DEPTH SHALL BE PROVIDED FOR FORWARD APPROACH. CBC 11B-605.3 AND -305.

3. WATER CLOSETS:

- a) WATER CLOSET SEAT SHALL BE LOCATED TO 17" TO 19" ABOVE THE FINISH FLOOR. CBC 11B-604.4

4. LAVATORY:

- i) PROVIDE KNEE AND TOE CLEARANCE IN ACCORDANCE WITH CBC 11B-306. CBC 11B-606.3.
- ii) PROVIDE EXPOSED PIPING UNDERNEATH THE LAVATORY TO BE INSULATED. CBC 11B-606.5.
- iii) PROVIDE 18" MINIMUM IS FROM CENTERLINE OF LAVATORY TO ADJACENT WALL. CBC 11B-606.6.



i LAVATORY KNEE CLEARANCE

5. TOILET STALLS:

- a) AMBULATORY STALLS:
 - i) A COMPARTMENT WITH A MINIMUM DEPTH OF 60 INCHES AND A WIDTH OF 35 TO 37 INCHES PER CBC 11B-604.8.2.1.
 - ii) DOOR SHALL BE SELF-CLOSING CBC 11B-604.8.2.2.
 - iii) WATER CLOSET COMPARTMENT PARTITIONS SHALL PROVIDE A TOE CLEARANCE OF 9 INCHES ABOVE THE FINISH FLOOR AND 6 INCHES DEEP MINIMUM BEYOND THE COMPARTMENT-SIDE FACE OF THE PARTITION, EXCLUSIVE OF PARTITION SUPPORT MEMBERS CBC 11B-604.8.1.4
 - iv) OPERABLE PARTS THAT ARE OPERABLE WITH ONE HAND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST PER CBC 11B-309.4.
 - v) THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5-POUNDS MAXIMUM PER CBC 11B-309.3.1.
 - vi) FOR ACCESSIBLE WATER CLOSETS - A MINIMUM CLEAR FLOOR SPACE OF 60" WIDE AND 48" DEEP MANEUVERING CLEARANCE IN FRONT OF THE WATER CLOSET. CBC 11B-604.3.1

6. GRAB BARS:

- a) PROVIDE GRAB BARS 42 INCHES LONG AT THE SIDE AND 36 INCHES LONG AT THE REAR OF THE WATER CLOSET, BETWEEN 33 AND 36 INCHES ABOVE THE FLOOR. CBC 11B-609.4.

7. RESTROOM ACCESSORIES:

- a) SPECIFY RESTROOM ACCESSORY, SUCH AS TOILET SEAT COVER DISPENSER, MIRROR, ETC., OPERABLE PARTS TO BE NO MORE THAN 40" ABOVE THE FINISH FLOOR PER CBC 11B-603.5.

8. GYM LOCKERS:

- a. PROVIDE 5% BUT NOT LESS THAN ONE OF THE LOCKERS TO BE ACCESSIBLE PER CBC 11B-222.1
- b. PROVIDE CLEAR FLOOR SPACE PER CBC 11B-811.2
- c. HEIGHT OF THE STORAGE ELEMENT SHALL COMPLY WITH ONE OF THE REACH RANGES PRESCRIBED IN CBC 11B-308 PER CBC 11B-811.3.
- d. OPERABLE PARTS THAT ARE OPERABLE WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST PER CBC 11B-309.4.
- e. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5-POUNDS MAXIMUM PER CBC 11B-309.4.

9. SHOWER BENCH:

BENCH TO HAVE A BACK SUPPORT OF 48" LONG MINIMUM AND MUST EXTEND FROM A POINT 2" MAXIMUM ABOVE THE SEAT SURFACE TO A POINT 18" MINIMUM ABOVE THE SEAT SURFACE. BACK SUPPORT SHALL BE 2-1/2" MAXIMUM FROM THE REAR EDGE OF THE SEAT MEASURED HORIZONTALLY.



REVISIONS:

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| 2 | 12 SEP 2023 P.C. REVISION |
| 3 | 26 SEP 2023 CLIENT REVISION |

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

ACCESSIBILITY AND
FINISH NOTES

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

2
NEW SHEET

A0.3



REVISIONS:
3 26 SEP 2023 CLIENT REVISION

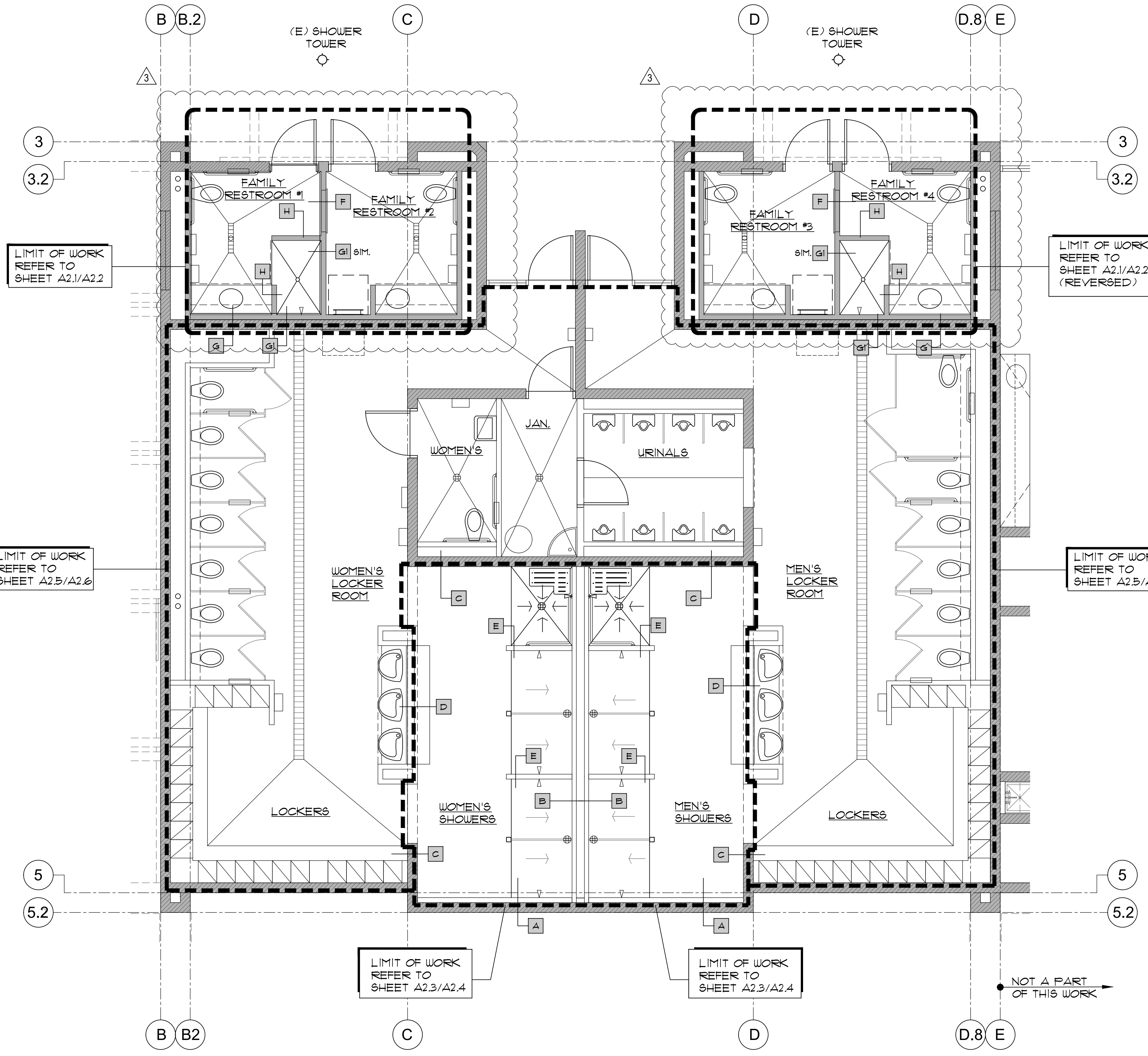
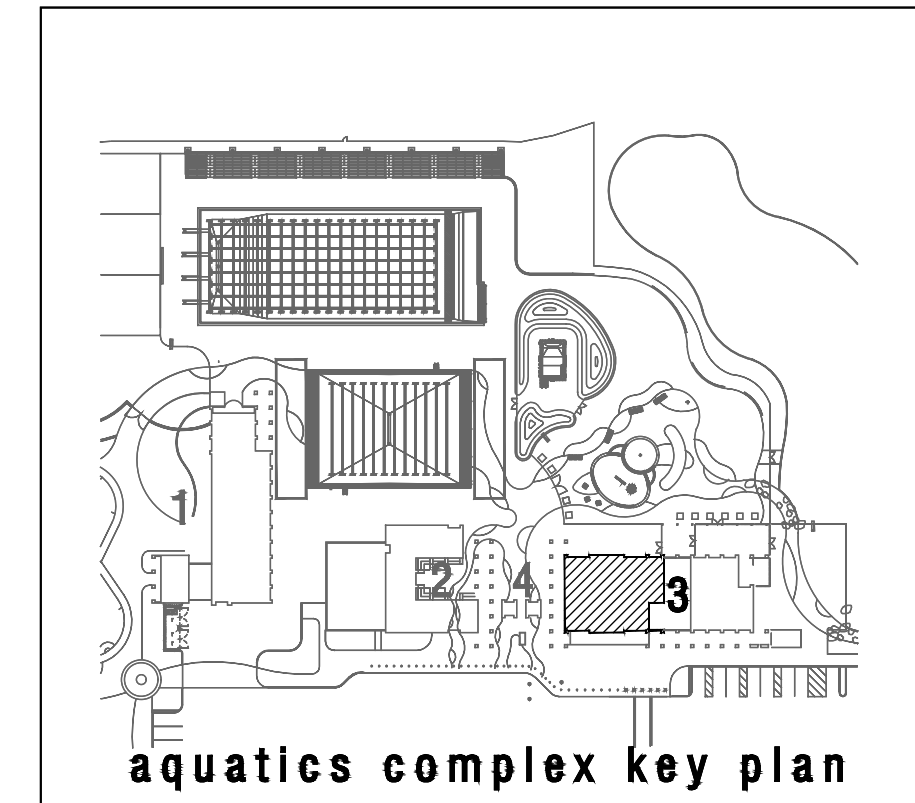
GENERAL NOTES:

- A. PROVIDE MODIFICATIONS TO THE EXISTING WATER LINES SERVING THE TWO POOL-SIDE TOWER SHOWERS ON THE NORTH SIDE OF BUILDING 3 TO ALLOW FOR TEMPERED WATER TO BE USED AT THE TOWER SHOWERS UNINTERRUPTED, WHILE ALSO SHUTTING OFF TEMPERED WATER INSIDE THE LOCKER ROOM AND FAMILY RESTROOM LAVATORIES AND SHOWERS DURING THE CONSTRUCTION PERIOD. SEE EXISTING BUILDING REFERENCE DRAWINGS FOR MORE INFORMATION REGARDING TEMPERED WATER SYSTEM.

EXISTING WALL TYPES

REFER TO SHEETS A3.1, A3.2, A3.3 FOR ADDITIONAL INFORMATION

- A. TILE WAINSCOT ASSEMBLY OVER 2x4 WOOD STUDS OVER AIRSPACE OVER CMU WALL - SEE DETAIL (1/A3.1)
- B. TILE WAINSCOT ASSEMBLY OVER 6" METAL STUDS - SEE DETAIL (2/A3.1)
- C. TILE WAINSCOT ASSEMBLY OVER CMU WALL - SEE DETAIL (3/A3.1)
- D. TILE WALL BASE OVER GYPSUM BOARD OVER 2x4 WOOD STUDS ON 4" CONCRETE CURB - SEE DETAIL (4/A3.1)
- E. 1'-4" HIGH SHOWER PARTITION W/ TILE ASSEMBLY OVER 2x6 WOOD STUDS ON 9" CONCRETE CURB - SEE DETAIL (1/A3.2)
- F. TILE ASSEMBLY OVER GYPSUM BOARD OVER 2x4 WOOD STUDS ON 9" HIGH CONCRETE CURB - SEE DETAIL (2/A3.2)
- G. TILE ASSEMBLY OVER 2x4 WOOD STUDS ON 9" HIGH CONCRETE CURB - SEE DETAIL (3/A3.2)
- G1. TILE ASSEMBLY OVER CEMENT BOARD OVER 2x4 WOOD STUDS ON 9" HIGH CONCRETE CURB - SEE DETAIL (1/A3.3)
- H. TILE OVER MORTAR BED OVER 2x4 WOOD STUDS ON 9" HIGH CONCRETE CURB (AT TEMPORARILY SHORED WALL) - SEE DETAIL (2/A3.3)



LIMIT OF WORK REFER TO SHEET A2.1/A2.2

LIMIT OF WORK REFER TO SHEET A2.1/A2.2 (REVERSED)

LIMIT OF WORK REFER TO SHEET A2.5/A2.6

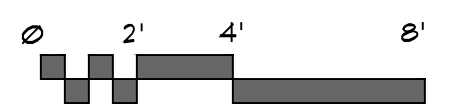
LIMIT OF WORK REFER TO SHEET A2.5/A2.6

LIMIT OF WORK REFER TO SHEET A2.3/A2.4

LIMIT OF WORK REFER TO SHEET A2.3/A2.4

NOT A PART OF THIS WORK

ORIENTATION AND EXISTING WALL TYPE PLAN
SCALE: 1/4" = 1'-0"



ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

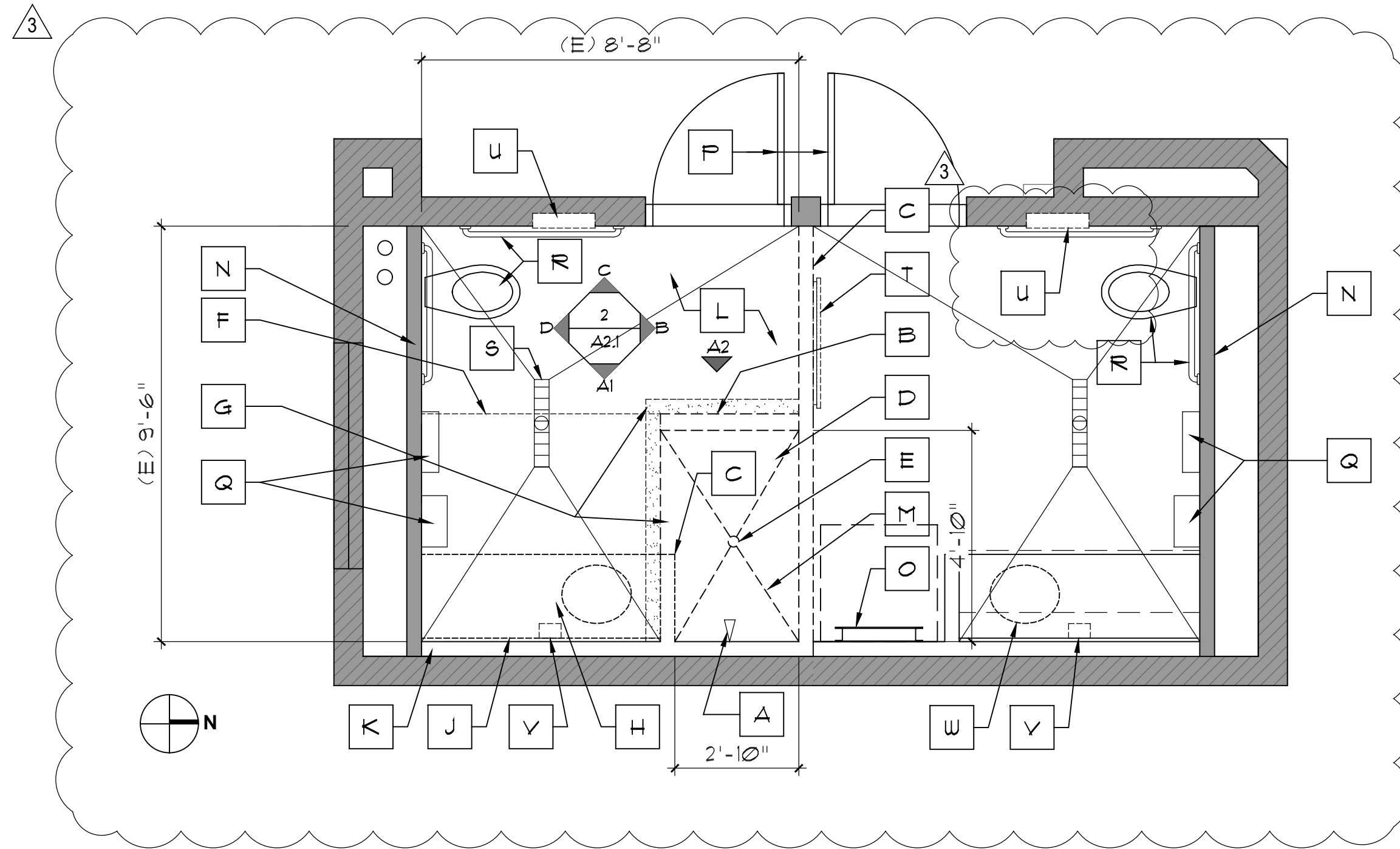
BUILDING 3
EXISTING ORIENTATION AND
EXISTING WALL TYPE PLAN

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

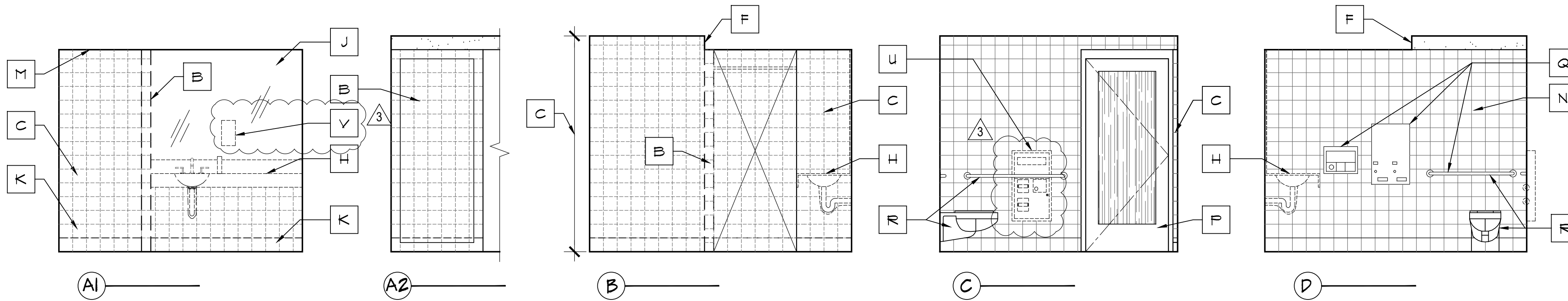
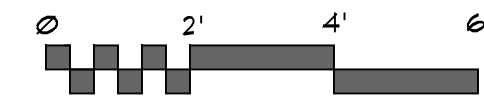
FAMILY RESTROOM DEMOLITION KEYNOTES

- A** REMOVE & SALVAGE (2) SHOWERHEADS & MIXING VALVE. TEMPORARILY CAP WATER SUPPLY LINES. PREPARE TO RELOCATE.
- B** REMOVE & DISCARD TEMPORARY WOOD SHORING & CONCRETE CURB.
- C** REMOVE & DISCARD WALL TILE & WOOD FRAMING. SALVAGE WALL MOUNTED CHANGING TABLE, CONCRETE CURB & ANCHOR BOLTS.
- D** REMOVE & DISCARD FLOOR TILE & MORTAR BED AT SHOWER ONLY. PREPARE CONCRETE SLAB FOR NEW FINISHES.
- E** REMOVE & DISCARD FLOOR DRAIN BODY.
- F** REMOVE & DISCARD GYPSUM BOARD @ FRONT FACE OF SOFFIT & EXPOSE FRAMING.
- G** REMOVE & DISCARD (1) COURSE OF FLOOR TILE, MORTAR BED & EXISTING CONCRETE CURB ASSEMBLY; PREPARE SLAB FOR INSTALLATION OF NEW CONCRETE CURB.
- H** REMOVE & DISCARD COUNTERTOP, SINK ASSEMBLY AND FITTINGS. TEMPORARILY CAP ALL PLUMBING LINES AND PREPARE FOR RELOCATION. **NOTE:** APPLIES TO FAMILY RESTROOMS #1 AND #4 ONLY.
- J** REMOVE & DISCARD WALL MOUNTED MIRROR.
- K** REMOVE & DISCARD WOOD WALL FRAMING; TEMPORARILY CAP ALL PLUMBING LINES AND PREPARE PLUMBING FOR RELOCATION.
- L** EXISTING FLOOR TILE TO REMAIN.
- M** REMOVE GYPSUM BOARD @ SHOWER CEILING ONLY; WOOD FRAMING & SOFFIT LIGHT TO REMAIN.
- N** EXISTING WALL TO REMAIN, PROTECT IN PLACE.
- O** PROTECT & MAINTAIN (E) ROOF ACCESS LADDER IN ADJACENT RESTROOM DURING REPAIRS.
- P** EXISTING DOOR TO REMAIN, PROTECT IN PLACE.
- Q** EXISTING WALL-MOUNTED ACCESSORIES TO REMAIN, PROTECT IN PLACE.
- R** EXISTING TOILET AND GRAB BARS TO REMAIN, PROTECT IN PLACE.
- S** EXISTING FLOOR DRAIN, PROTECT IN PLACE.
- T** REMOVE & SALVAGE CHANGING TABLE.
- U** REMOVE & SALVAGE EXISTING TOILET TISSUE AND SEAT COVER DISPENSER, ADJUST WALL OPENING & PREP AREA FOR DISPENSER RE-INSTALLATION.
- V** REMOVE & SALVAGE EXISTING SOAP DISPENSER.
- W** REMOVE AND DISCARD EXISTING SINK & FITTINGS. PROTECT IN PLACE EXISTING COUNTERTOP. **NOTE:** APPLIES TO FAMILY RESTROOMS #2 AND #3 ONLY.

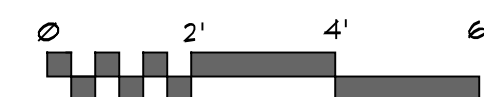
NOTE:
WALLS, FINISHES & ACCESSORIES WITHIN SHOWERS HAVE PREVIOUSLY BEEN REMOVED DURING THE TESTING PHASE PRECEDING THIS CONSTRUCTION.



1 FAMILY RESTROOM - DEMO PLAN
SCALE: 3/8" = 1'-0"



2 FAMILY RESTROOM - DEMO INTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"



REVISIONS:

- 1 03 DEC 2021 P.C. REVISION
- 3 26 SEP 2023 CLIENT REVISION



REVISIONS:

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|---|-----------------------------|
| 1 | 03 DEC 2021 P.C. REVISION |
| 2 | 12 SEP 2023 P.C. REVISION |
| 3 | 26 SEP 2023 CLIENT REVISION |
| 4 | 26 OCT 2023 P.C. REVISION |
| 5 | 14 NOV 2023 P.C. REVISION |

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

BUILDING 3
FAMILY RESTROOM
REPAIR FLOOR PLAN

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

GENERAL NOTE:

- A. REFER TO SHEET A03 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS FOR SHOWERS, LAVATORIES, WATER CLOSETS AND RESTROOM ACCESSORIES.
- B. AT ALL NEW PRESSURE TREATED LUMBER, PROVIDE HOT-DIP GALVANIZED OR STAINLESS STEEL FASTENERS, TYP.
- C. IMPORTANT: INSTALL NEW FLOOR TILE TO MAINTAIN THE EXISTING MINIMUM AND MAXIMUM VERTICAL HEIGHTS AND CLEARANCES TO ALL EXISTING FIXTURES AND ACCESSORIES.

FAMILY RESTROOM REPAIR KEYNOTES

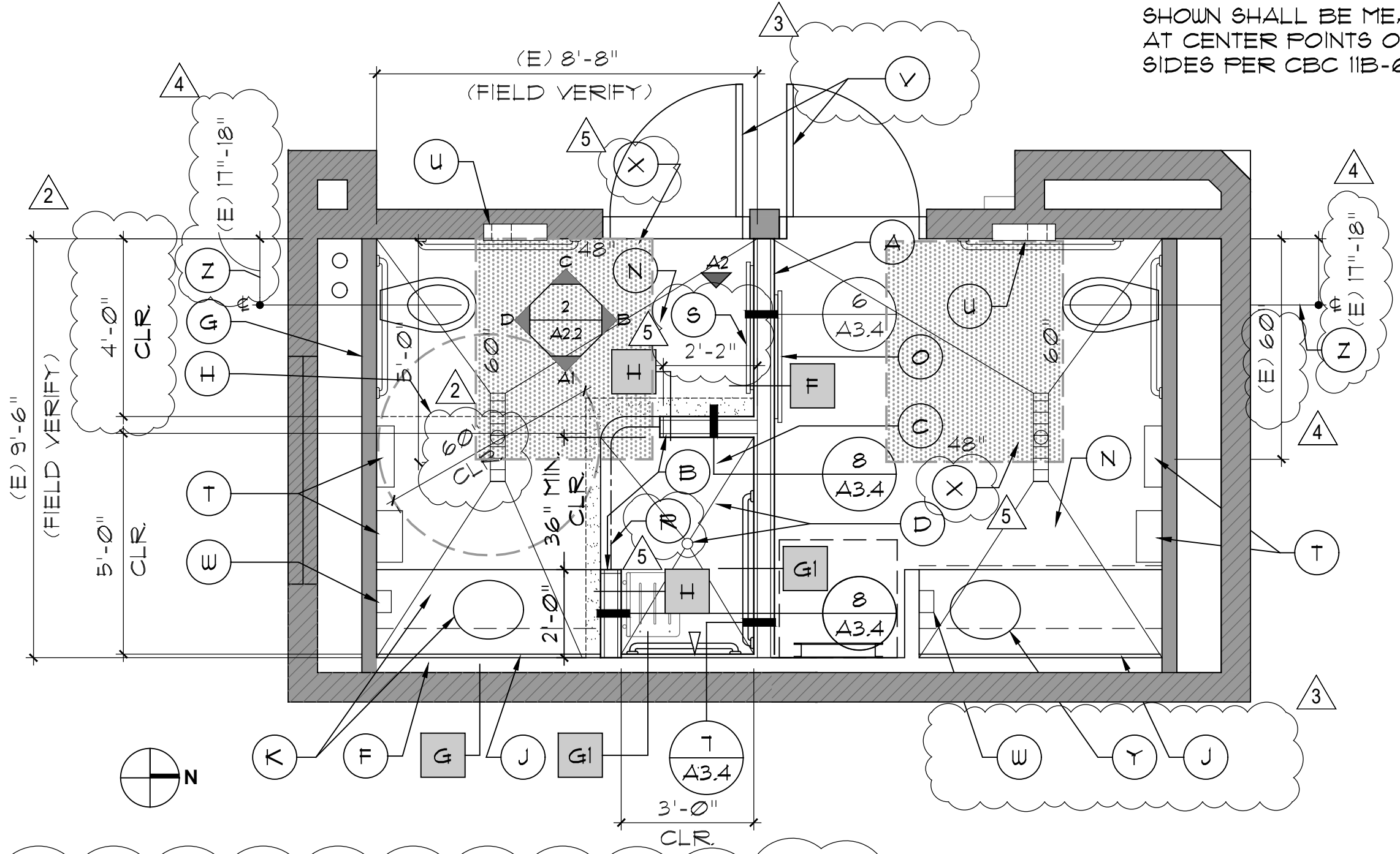
- A NEW 2x4 P.T. WOOD STUDS @ 16" O.C. W/ CONT. P.T. 2x4 PLATE ANCHORED TO EXISTING CONCRETE CURB.
- B NEW 2x4 P.T. WOOD STUDS @ 16" O.C. W/ CONT. 2x4 P.T. PLATE ANCHORED TO NEW 9" HIGH CONCRETE CURB ANCHORED TO EXISTING CONCRETE SLAB.
- C ACCESSIBLE SHOWER STALL. SEE SHEET A03 FOR ADDITIONAL COMPLIANCE REQUIREMENTS.
- D NEW FLOOR TILE TO MATCH EXISTING OVER MORTAR BED WITH NEW FLOOR DRAIN PER DETAIL 1/A3.5. LOCATION SAME AS EXISTING. FOR COMPLIANCE WITH CBC 11B-302.1, TILED FLOOR - NEW AND EXISTING FLOOR TILE TO BE "ANTI-SLIP" IN COMPLIANCE WITH ANSI STANDARDS NOTED IN SPECIFICATIONS.
- E NEW WALL TILE & GROUT TO MATCH EXISTING. REFER TO SHEET A03 FOR SHOWER COMPARTMENT FINISHES.
- F NEW 2x4 P.T. WOOD STUDS @ 16" O.C. W/ CONT. P.T. PLATE ANCHORED TO EXISTING CONC. CURB.
- G EXISTING WALL TO REMAIN.
- H INSTALL ADDITIONAL WOOD FRAMING & 5/8" W.R. GYPSUM BOARD @ FACE OF SOFFIT FLUSH W/ (N) SHOWER WALL PER DETAIL 4/A3.5. TEXTURE & PAINT SOFFIT TO MATCH EXISTING.
- J NEW WALL MOUNTED ALUMINUM FRAMED MIRROR SET BOTTOM AT 40" AFF.
- K NEW WALL MOUNTED COUNTERTOP & SPLASH. PROVIDE SUPPORT BLKG. AS REQUIRED. NEW UNDER-MOUNTED SINK & FITTINGS. WRAP ALL UTILITY LINES W/ PROPER PROTECTION PER CODE. MOVE ROUGH PLUMBING AS NECESSARY TO ACCOMMODATE NEW LOCATION. REFER TO SHEET A03 FOR KNEE CLEARANCE. NOTE: APPLIES TO FAMILY RESTROOMS #1 AND #4 ONLY.
- L NEW FOLDING 18" WIDE ACCESSIBLE SHOWER SEAT MOUNT FROM TOP 17"-19" AFF.
- M INSTALL NEW STAINLESS STEEL GRAB BARS. PROVIDE SUPPORT BLOCKING AS REQUIRED ±48" L. ON BACK WALL, 18" L. ON SIDE WALL. MOUNT AT 33" TO 36" AFF.
- N EXISTING FLOOR TILE TO REMAIN, PROTECT IN PLACE.
- O REINSTALL EXISTING SURFACE MOUNTED CHANGING TABLE, SET TOP OF BED AT 33" AFF.
- P INSTALL NEW DENSShield CEILING, SKIMCOAT, TEXTURE & PAINT TO MATCH EXISTING± REFER TO DETAIL 4/A3.5 FOR ADDITIONAL INFORMATION. REINSTALL EXISTING SOFFIT LIGHT CENTERED IN SHOWER.
- Q REINSTALL (2) SHOWER HEADS & MIXING VALVES AS SHOWN. CONFIRM INSTALLATION LOCATIONS W/ DIMENSIONS SHOWN, ADJUST LOCATIONS AS REQUIRED TO COMPLY.
- R NEW CUSTOM CURVED SHOWER CURTAIN ROD @ 14" AFF.
- S INSTALL NEW SURFACE MOUNTED CHANGING TABLE SET TOP OF BED AT ±33" AFF.
- T EXISTING RESTROOM ACCESSORIES TO REMAIN UNCHANGED.
- U INSTALL NEW WALL TILE AS NEEDED TO MATCH EXISTING. RE-INSTALL & REPOSITION EXISTING TOILET TISSUE AND SEAT-COVER DISPENSER. INSTALL TO PROVIDE 7"-9" FROM CENTERLINE OF TISSUE DISPENSER TO FRONT OF TOILET SEAT AND NO OPERABLE PARTS GREATER THAN 40" AFF.
- V ADJUST DOOR CLOSER TO MEET A PRESSURE TO OPERATE LESS THAN 5 POUNDS MAX.
- W RE-INSTALL EXISTING SOAP DISPENSER WITH OPERABLE PARTS AT 40" AFF. MAX.
- X PER CBC SECTION 11B-604.3.1, MAINTAIN 48"X60" MINIMUM CLEAR MANEUVERING SPACE (SHOWN SHADED)
- Y INSTALL NEW UNDER-MOUNTED SINK AND FITTINGS AT EXISTING COUNTERTOP. NOTE: APPLIES TO FAMILY RESTROOMS #2 AND #3 ONLY.
- Z MAINTAIN 17"-18" FROM CENTERLINE OF WATER CLOSET TO SIDEWALL. CONTRACTOR TO FIELD VERIFY.

- NOTE:**
- SEAL ALL WALL & FLOOR PENETRATIONS W/ SEALANT COMPATIBLE W/ WATERPROOFING. TYPICAL THROUGHOUT
 - PROVIDE STAINLESS STEEL ACCESS PANELS & CLEAN-OUT COVERS AS NEEDED.

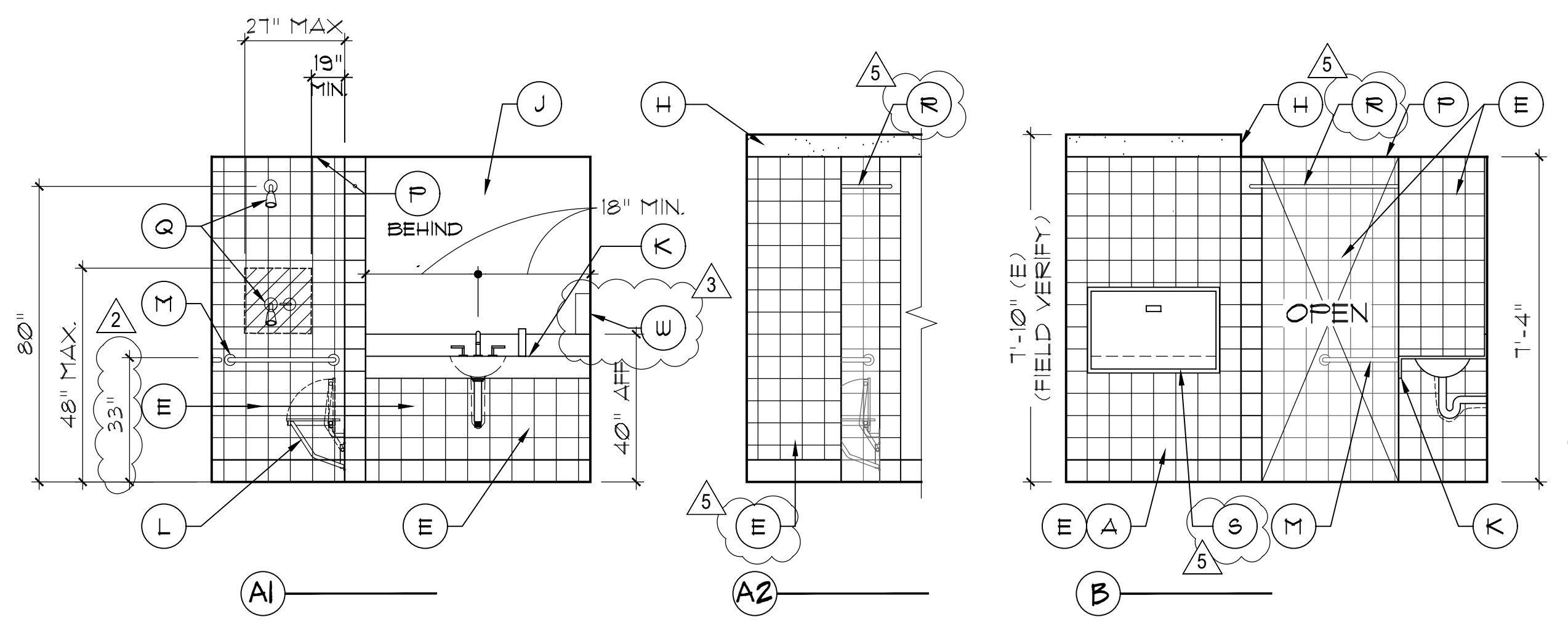
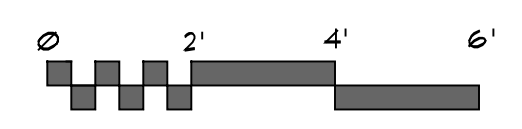
LEGEND

- KEYNOTE
- WALL TYPE (REFER TO SHEETS A31, A32 AND A33)

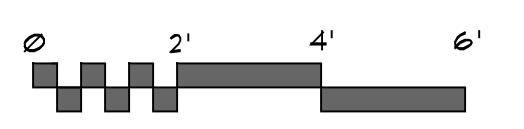
NOTE:
MIN. CLR. SHOWER DIMENSIONS SHOWN SHALL BE MEASURED AT CENTER POINTS OF OPPOSING SIDES PER CBC 11B-608



1 FAMILY RESTROOM - REPAIR FLOOR PLAN
SCALE: 3/8" = 1'-0"



2 FAMILY RESTROOM - REPAIR INTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"





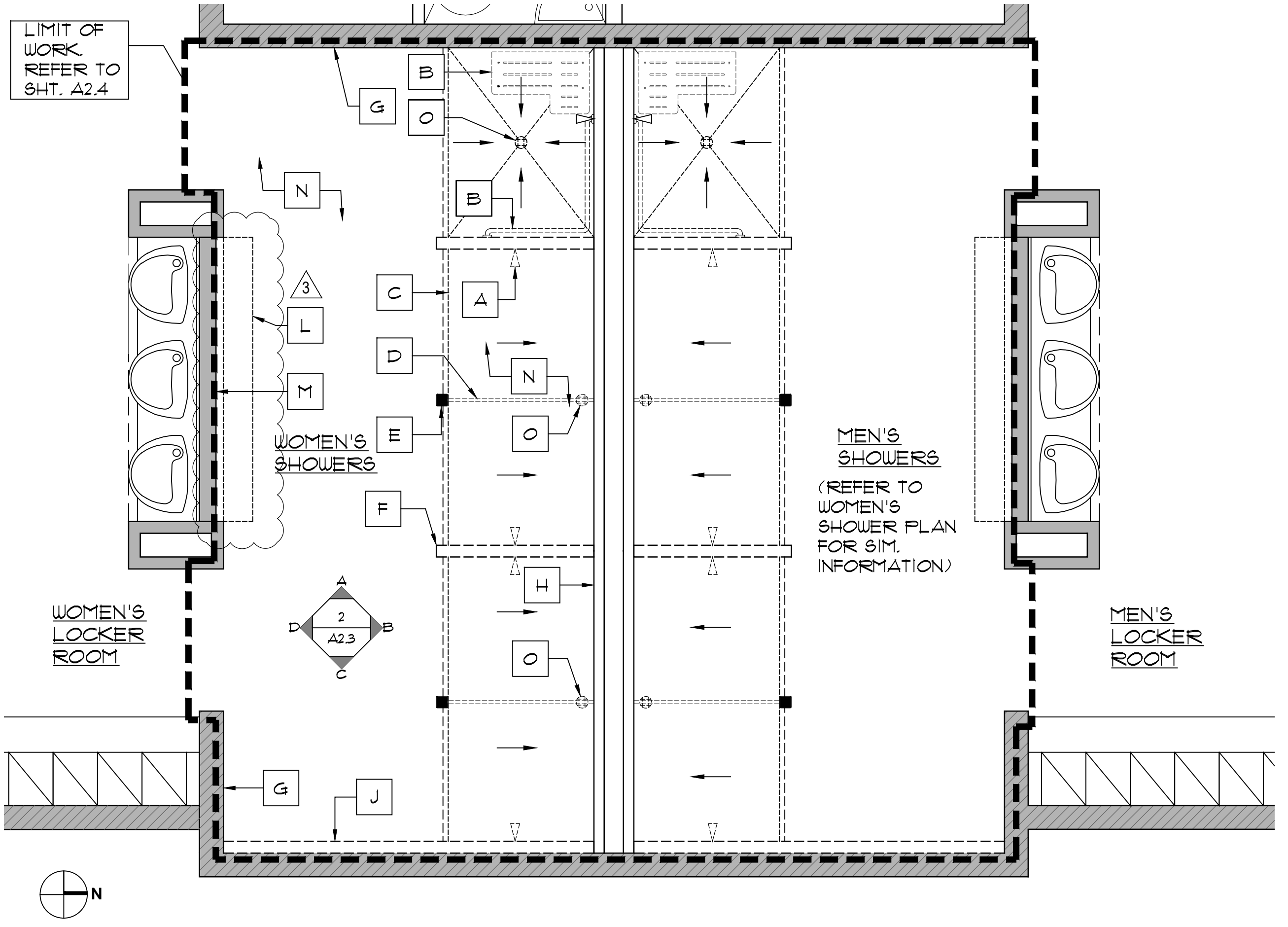
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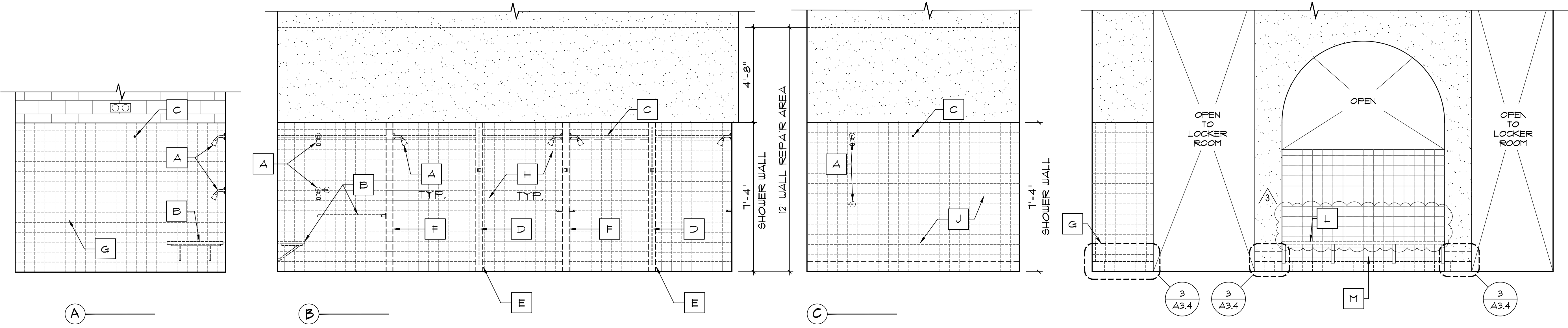
ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

SHOWER ROOM DEMOLITION KEYNOTES

- A REMOVE & SALVAGE SHOWER HEADS & MIXING VALVES AT ALL LOCATIONS, TEMPORARILY CAP WATER SUPPLY LINES.
- B REMOVE & SALVAGE WALL MOUNTED GRAB BARS. REMOVE & SALVAGE WALL MOUNTED SEAT.
- C REMOVE & SALVAGE CURTAIN CABLE SYSTEM.
- D REMOVE & SALVAGE RESIN SHOWER PARTITIONS TYP. OF TWO (2) LOCATIONS PER SHOWER AREA (4 TOTAL).
- E EXISTING 4X4 STAINLESS STEEL POST TO REMAIN, TYP. OF TWO (2) LOCATIONS PER AREA (4 TOTAL).
- F REMOVE & DISCARD TILE & WOOD WALL FRAMING ASSEMBLY. SALVAGE EXSTING CONC. CURB - PREPARE CURB FOR NEW FRAMING AND FINISHES - TYP. OF TWO (2) WALLS PER SHOWER AREA (4 TOTAL).
- G REMOVE WALL & BASE TILE FULL LENGTH OF WALL, CLEAN SURFACE OF CMU & PREPARE WALL FOR NEW FINISHES, REMOVE & PROTECT WALL MOUNT LIGHTING (WHERE OCCURS).
- H REMOVE & DISCARD WALL & BASE TILE ASSEMBLY. REMOVE & DISCARD METAL WALL FRAMING TO 1'-4" ABOVE FINISH FLOOR FULL LENGTH OF WALL. TEMPORARILY CAP WATER SUPPLY LINES. PROVIDE TEMPORARY SHORING FOR WALL ABOVE.
- J REMOVE & DISCARD WALL & BASE TILE ASSEMBLY. REMOVE & DISCARD WOOD WALL FRAMING TO 1'-4" ABOVE FINISH FLOOR FULL LENGTH OF WALL. TEMPORARILY CAP WATER SUPPLY LINES. PROVIDE TEMPORARY SHORING FOR WALL ABOVE.
- K NOT USED
- L EXISTING WALL MOUNTED BENCH TO BE REMOVED & DISPOSED. SALVAGE ALL MOUNTING HARDWARE FOR RE-INSTALLATION.
- M REMOVE & DISCARD TILE & BACKER BOARD FULL-LENGTH OF WALL RECESS 12" ABOVE FLOOR, SALVAGING WALL FRAMING & BENCH.
- N REMOVE & DISCARD FLOOR TILE & MORTAR BED ASSEMBLY. PREPARE CONCRETE SLAB FOR NEW FINISHES.
- O REMOVE & DISCARD (4) FOUR EXISTING 3" FLOOR DRAINS. SAWCUT EXISTING SHOWER STALL CONCRETE SLAB AS REQUIRED TO INSTALL NEW FLOOR DRAINS IN (8) LOCATIONS - SEE [1] [2]



1 SHOWER ROOMS - DEMO PLAN
SCALE: 3/8" = 1'-0"

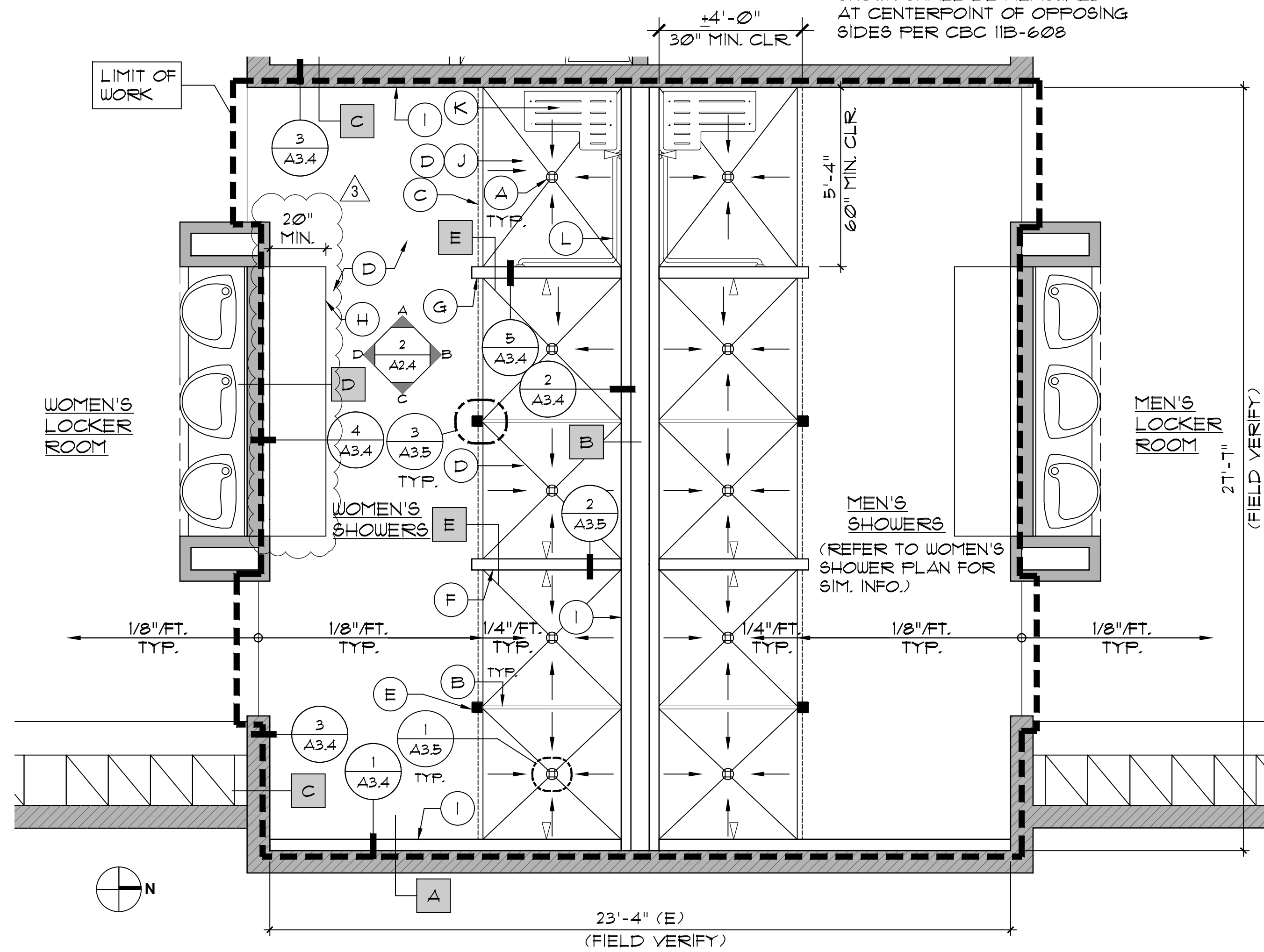


2 WOMEN'S SHOWER ROOM - DEMO INTERIOR ELEVATIONS (MEN'S SIM.)
SCALE: 3/8" = 1'-0"

BUILDING 3
MEN'S / WOMEN'S SHOWER
ROOM DEMO PLAN

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

NOTE:
MIN. CLR. SHOWER DIMENSIONS
SHOWN SHALL BE MEASURED
AT CENTERPOINT OF OPPOSING
SIDES PER CBC 11B-602



1 SHOWER ROOMS - REPAIR PLAN
SCALE: 3/8" = 1'-0"



GENERAL NOTE:

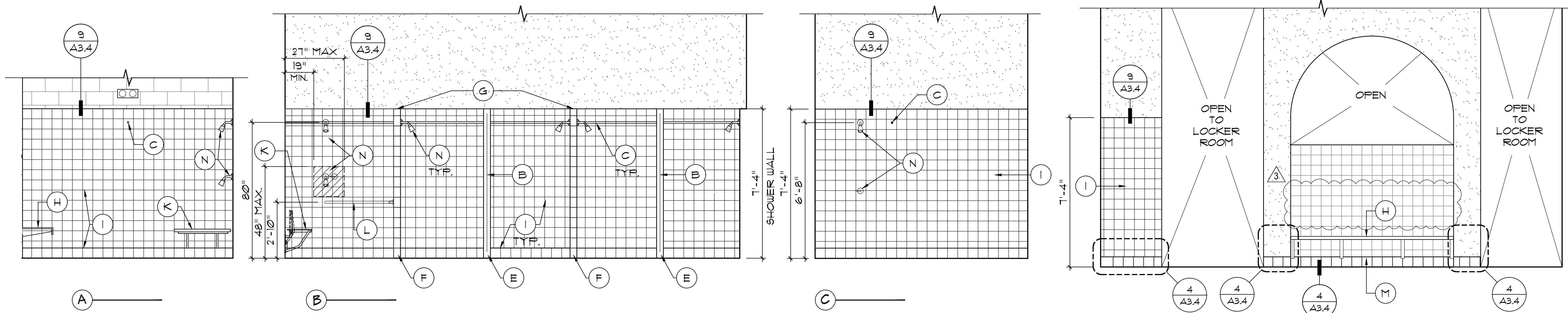
- A. REFER TO SHEET A03 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS FOR SHOWERS, LAVATORIES, WATER CLOSETS AND RESTROOM ACCESSORIES.
- B. AT ALL NEW PRESSURE TREATED LUMBER, PROVIDE HOT-DIP GALVANIZED OR STAINLESS STEEL FASTENERS, TYP.
- C. **IMPORTANT:** INSTALL NEW FLOOR TILE TO MAINTAIN THE EXISTING MINIMUM AND MAXIMUM VERTICAL HEIGHTS AND CLEARANCES TO ALL EXISTING FIXTURES AND ACCESSORIES.

SHOWER ROOM REPAIR KEYNOTES

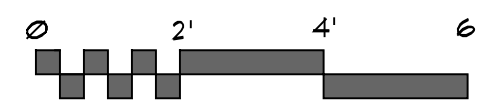
- A THUNDERBIRD FLOOR DRAIN. CONNECT NEW FLOOR DRAINS TO EXISTING DRAIN LINES. CONTRACTOR TO CONFIRM LOCATION OF EXISTING DRAIN LINES & SLAB REINFORCING MEMBERS PRIOR TO DRAIN INSTALLATION TYP. OF FIVE (5) DRAINS PER SHOWER AREA (10 TOTAL).
- B REINSTALL RESIN SHOWER PARTITION.
- C REINSTALL SHOWER CURTAIN CABLE AT 14" AFF.
- D FLOOR TILE TO MATCH EXISTING OVER REINFORCED MORTAR BED. SEE GENERAL NOTE 'C' ABOVE.
- E EXISTING 4X4 STAINLESS STEEL POST. SEE DTL. 3/A3.5 FOR WATERPROOFING, TYP. OF TWO (2) IN SHOWER AREA (4 TOTAL)
- F 1'-4" HIGH SHOWER PARTITION WALL, REINSTALL SHOWER HEAD AT 80" AFF. AND MIXING VALVES AT +48" MAX AFF.
- G TILE TOP OF WALL.
- H INSTALL NEW PHENOLIC BENCH TO MATCH EXISTING. DEPTH TO BE 20" MIN. TO 24" MAX.
- I NEW WALL TILE WAINSCOT W/ COVE BASE & GROUT TO MATCH EXISTING. REFER TO SHEET A03 FOR SHOWER COMPARTMENT FINISHES.
- J ACCESSIBLE SHOWER STALL. SEE SHEET A03 FOR ADDITIONAL COMPLIANCE REQUIREMENTS.
- K REINSTALL EXISTING ACCESSIBLE SHOWER SEAT. SET SEAT AT 17"-19" AFF.
- L REINSTALL EXISTING GRAB BAR, PROVIDE SUPPORT BLOCKING AS REQUIRED AT +34" AFF.
- M REPAIR LOWER 12" OF WALL W/ WALL & BASE TILE OVER W.R. GYPSUM BOARD OVER EXISTING 2X WALL FRAMING. PROVIDE ADDITIONAL BLOCKING PER DETAIL. TILE & GROUT TO MATCH EXISTING.
- N REINSTALL SHOWER HEAD & MIXING VALVES AS SHOWN. CONFIRM INSTALLATION LOCATIONS W/ DIMENSIONS SHOWN, ADJUST LOCATIONS AS REQUIRED TO COMPLY.

LEGEND

- KEYNOTE
- WALL TYPE (REFER TO SHEETS A3.1, A3.2 AND A3.3)



2 WOMEN'S SHOWER ROOM - REPAIR INTERIOR ELEVATIONS (MEN'S SIM.)
SCALE: 3/8" = 1'-0"



REVISIONS:
2 12 SEP 2023 P.C. REVISION
3 26 SEP 2023 CLIENT REVISION

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

BUILDING 3
MEN'S / WOMEN'S SHOWER
ROOM REPAIR PLAN

CITY PROJECT #: #4756
PROJECT #: 18D020.00
DATE: 26 AUG 2020
DRAWN BY: LB
CHECKED BY: DW/GM
SCALE: AS NOTED
SHEET NUMBER:



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| 2 | 12 SEP 2023 P.C. REVISION |
| 3 | 26 SEP 2023 CLIENT REVISION |
| 4 | 26 OCT 2023 P.C. REVISION |

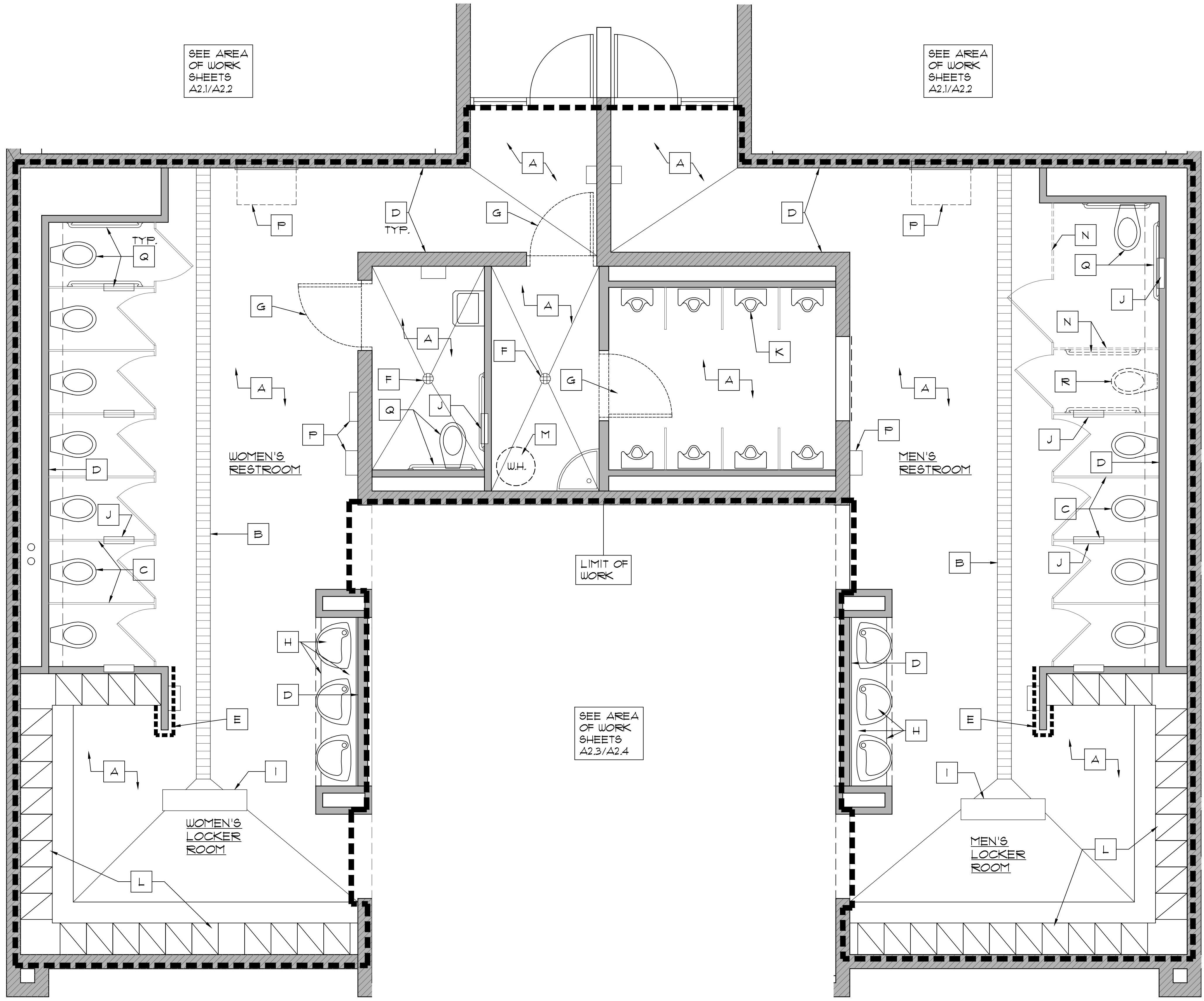
ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

BUILDING 3
MEN / WOMEN'S LOCKER ROOM
DEMO PLAN

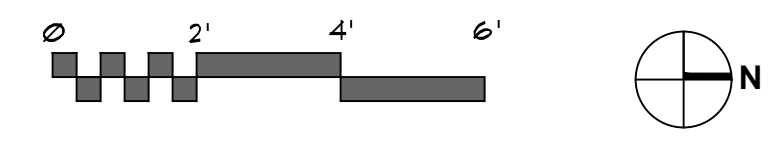
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| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

SHOWER ROOM DEMOLITION KEYNOTES

- A REMOVE & DISCARD FLOOR TILE, COVE BASE TILE & MORTAR BED ASSEMBLY. PREPARE CONCRETE SLAB FOR NEW WATERPROOFING AND FINISHES.
- B REMOVE & DISCARD EXISTING TRENCH DRAIN. INCLUDE PROVISIONS TO SAWCUT EXISTING CONCRETE SLAB AS REQUIRED TO INSTALL NEW TRENCH DRAIN AS MAY BE NECESSARY.
- C REMOVE & SALVAGE EXISTING TOILET STALL PARTITIONS WITH DOORS AND PARTITION MOUNTED ACCESSORIES. DISCARD CORRODED PARTITION SHOES. PROTECT EXISTING TOILETS IN PLACE.
- D EXISTING WALL TILE ABOVE COVE TILE TO REMAIN (PROTECT IN PLACE), UNLESS NOTED OTHERWISE.
- E REMOVE COVE BASE TILE AND 6 COURSES OF WALL TILE ABOVE THE COVE. REMOVE SHEATHING AND WALL FRAMING THAT IS WATER DAMAGED AND DETERIORATED.
- F REMOVE AND DISCARD EXISTING FLOOR DRAINS.
- G REMOVE AND SALVAGE EXISTING HOLLOW METAL DOORS AND HARDWARE. REMOVE & DISCARD EXISTING CORRODED DOOR FRAMES.
- H REMOVE AND DISPOSE SINK WITH FITTINGS AND MIRROR. SALVAGE EXISTING COUNTERTOP AND SOAP DISPENSER FOR RE-USE.
- I REMOVE AND DISPOSE EXISTING BENCH.
- J REMOVE & SALVAGE EXISTING TOILET TISSUE AND SEAT COVER DISPENSER FOR RE-INSTALLATION.
- K EXISTING URINALS AND PARTITIONS TO REMAIN. PROTECT IN PLACE.
- L EXISTING LOCKERS AND BENCH TO REMAIN. PROTECT IN PLACE.
- M REMOVE AND DISCARD EXISTING WATER HEATER.
- N REMOVE AND DISPOSE EXISTING PARTITION PANEL AT ACCESSIBLE STALL. SALVAGE GRAB BAR FOR RE-USE.
- P EXISTING WALL-MOUNTED ACCESSORIES TO REMAIN, PROTECT IN PLACE.
- Q EXISTING TOILET AND GRAB BARS TO REMAIN, PROTECT IN PLACE.
- R REMOVE AND DISPOSE OF ONE TOILET FIXTURE AND FITTINGS. CAP PLUMBING WITHIN WALL PATCH AND PREP FOR TILE REPAIR.



1 LOCKER ROOM - DEMO PLAN
SCALE: 3/8" = 1'-0"



GENERAL NOTES:

- A. REFER TO SHEET A03 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS FOR SHOWERS, LAVATORIES, WATER CLOSETS AND RESTROOM ACCESSORIES.
- B. AT ALL NEW PRESSURE TREATED LUMBER, PROVIDE HOT-DIP GALVANIZED OR STAINLESS STEEL FASTENERS, TYP.
- C. **IMPORTANT:** INSTALL NEW FLOOR TILE TO MAINTAIN THE EXISTING MINIMUM AND MAXIMUM VERTICAL HEIGHTS AND CLEARANCES TO ALL EXISTING FIXTURES AND ACCESSORIES

SHOWER ROOM REPAIR KEYNOTES

- (A) NEW FLOOR TILE & COVE BASE TILE TO MATCH EXISTING OVER REINFORCED MORTAR BED. SLOPE 1/8" / FOOT MIN. TO DRAINS. SEE GENERAL NOTE 'C' ABOVE.
- (B) REINSTALL TOILET STALL PARTITIONS WITH DOORS AND PARTITION ACCESSORIES. INSTALL NEW PARTITION SHOES WHERE CORRODED SHOES WERE REMOVED. RE-INSTALLATION SHALL COMPLY WITH SHEET A03 FOR TOILET STALLS ACCESSIBILITY REQUIREMENTS. EXISTING WATER CLOSETS TO REMAIN. MAINTAIN ACCESSIBILITY REQUIREMENTS AS NOTED ON SHEET A03 UNDER WATER CLOSETS AND CLEAR DIMENSIONS SHOWN HERE. PATCH AND REPAIR WALL TILE AS NECESSARY INCLUDING AT RECONFIGURED STALLS.
- (C) INSTALL TRENCH DRAIN. CONTRACTOR TO CONFIRM LOCATION OF EXISTING DRAIN LINE CONNECTION PRIOR TO DRAIN INSTALLATION
- (D) WHERE INDICATED BY DASHED LINE INSTALL NEW FRAMING AND SHEATHING WHERE NECESSARY. REPAIR TILE WAINSCOT IN KIND, REPAIR SIMILAR TO (1) A3.1
- (E) INSTALL NEW THUNDERBIRD FLOOR DRAINS, PER (1) A3.5
- (F) INSTALL NEW HOLLOW METAL DOOR FRAME. MATCH (E) TYPE, SIZE AND CONFIGURATION. REINSTALL EXISTING DOOR AND HARDWARE. PAINT DOOR AND FRAME TO MATCH EXISTING. ADJUST DOOR CLOSER PRESSURE NOT TO EXCEED 5 POUNDS FOR OPERATION.
- (G) ADJUST AUTOMATIC DOOR CLOSER PRESSURE NOT TO EXCEED 5 POUNDS FOR OPERATION.
- (H) INSTALL NEW UNDER-MOUNTED SINK & FITTINGS AT EXISTING COUNTERTOP.
- (I) RELOCATE (2) SURFACE MOUNTED SOAP DISPENSERS WITH OPERABLE PARTS AT 40" AFF. MAX.
- (J) NEW WALL MOUNTED ALUMINUM FRAMED MIRROR SET BOTTOM AT 40" MAX. AFF.
- (K) PROVIDE AND ATTACH NEW BENCH TO FLOOR THAT COMPLIES WITH ACCESSIBILITY REQUIREMENTS. REFER TO SHEET A03 UNDER SHOWER BENCH.
- (L) INSTALL NEW WALL TILE AS NEEDED TO MATCH EXISTING. RE-INSTALL & REPOSITION EXISTING TOILET TISSUE AND SEAT-COVER DISPENSER. INSTALL TO PROVIDE 1"-3" FROM CENTERLINE OF TISSUE DISPENSER TO FRONT OF TOILET SEAT AND NO OPERABLE PARTS GREATER THAN 40" AFF.
- (M) EXISTING URINALS AND PARTITIONS TO REMAIN. MAINTAIN ACCESSIBILITY REQUIREMENTS AS NOTED ON SHEET A03 FOR URINALS.
- (N) EXISTING LOCKERS AND BENCHES TO REMAIN. MAINTAIN ACCESSIBILITY REQUIREMENTS AS NOTED ON SHEET A03 UNDER GYM LOCKERS. * INDICATES ACCESSIBLE LOCKERS.
- (P) MAINTAIN 30"X40" CLEAR MANEUVERING SPACE. (SHOWN SHADED)
- (Q) PROVIDE NEW 4" HIGH CONCRETE HOUSEKEEPING PAD. FINISH WITH CONCRETE SEALER. PROVIDE AND INSTALL NEW 100 GALLON WATER HEATER TO MATCH EXISTING.
- (R) MAINTAIN 48"X60" MANEUVERING CLEAR SPACE PER CBC 11B-604.3.1 (SHOWN SHADED)
- (S) INSTALL NEW PARTITION PANEL RE-USING EXISTING DOOR.
- (T) CONVERT EXISTING TOILET STALL TO AN AMBULATORY TYPE. MAINTAIN CLEARANCES NOTED. SEE SHEET A03 FOR AMBULATORY STALL REQUIREMENTS. RE-INSTALL AND REPOSITION EXISTING TOILET TISSUE AND SEAT-COVER DISPENSER. INSTALL TO PROVIDE 1"-3" FROM CENTERLINE OF TISSUE DISPENSER TO FRONT OF TOILET SEAT AND NO OPERABLE PARTS GREATER THAN 40" AFF.
- (U) MAINTAIN 60"X60" MANEUVERING CLEAR SPACE PER CBC 11B-604.3.1.1.2 FOR PARTITION TILED STALLS (SHOWN SHADED)



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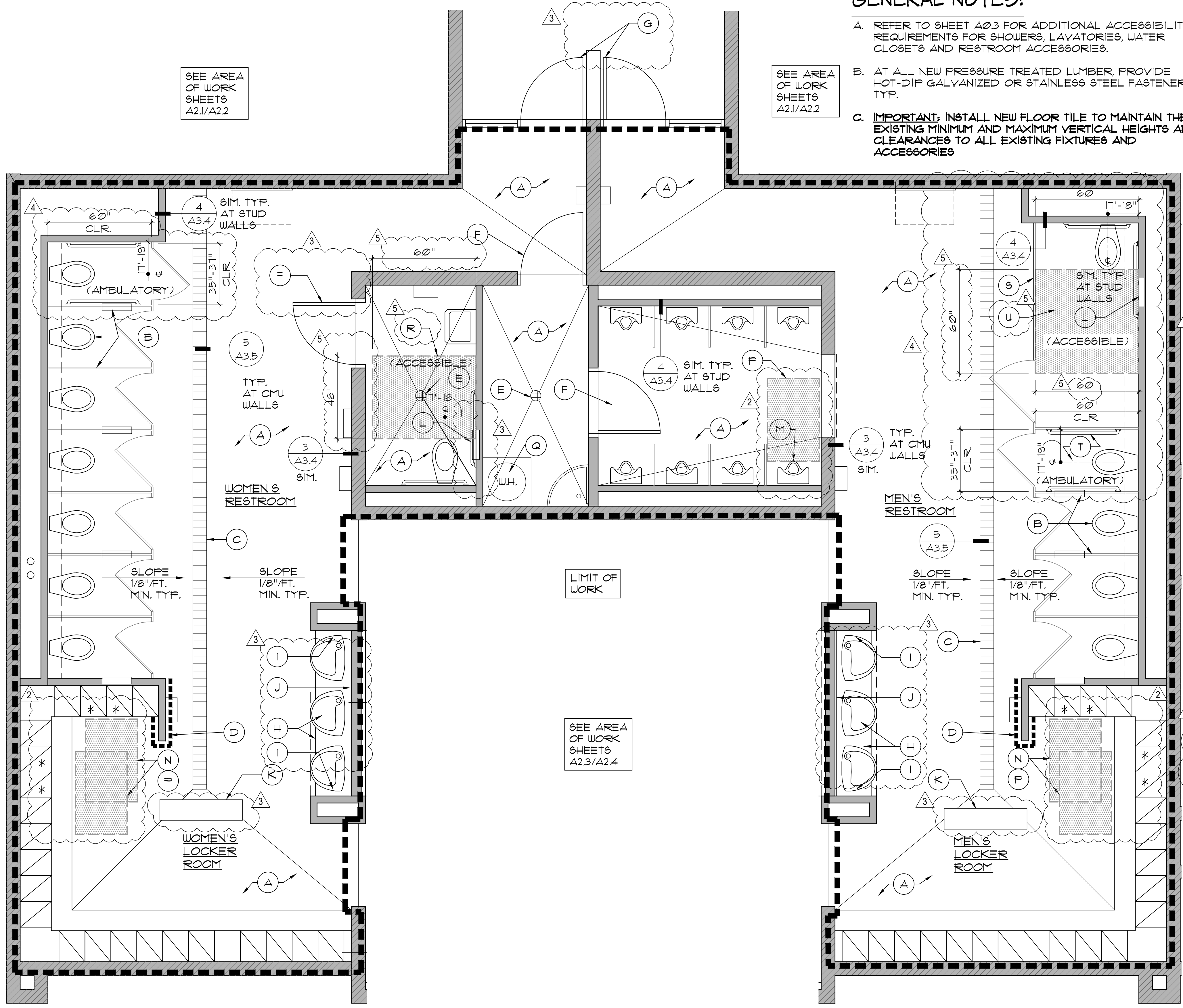
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| 2 | 12 SEP 2023 P.C. REVISION |
| 3 | 26 SEP 2023 CLIENT REVISION |
| 4 | 26 OCT 2023 P.C. REVISION |
| 5 | 14 NOV 2023 P.C. REVISION |

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

BUILDING 3
MEN'S / WOMEN'S RESTROOM &
LOCKER ROOM
REPAIR PLAN

| | |
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| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
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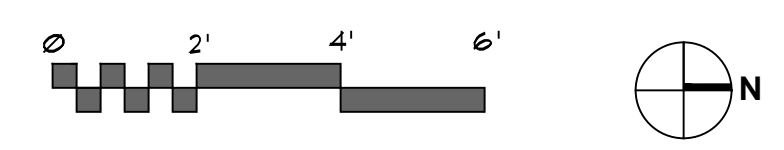
A2.6



LEGEND

- () KEYNOTE
- WALL TYPE (REFER TO SHEETS A3.1, A3.2 AND A3.3)

1 LOCKER ROOM - REPAIR PLAN
SCALE: 3/8" = 1'-0"





REVISIONS:
3 26 SEP 2023 CLIENT REVISION

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

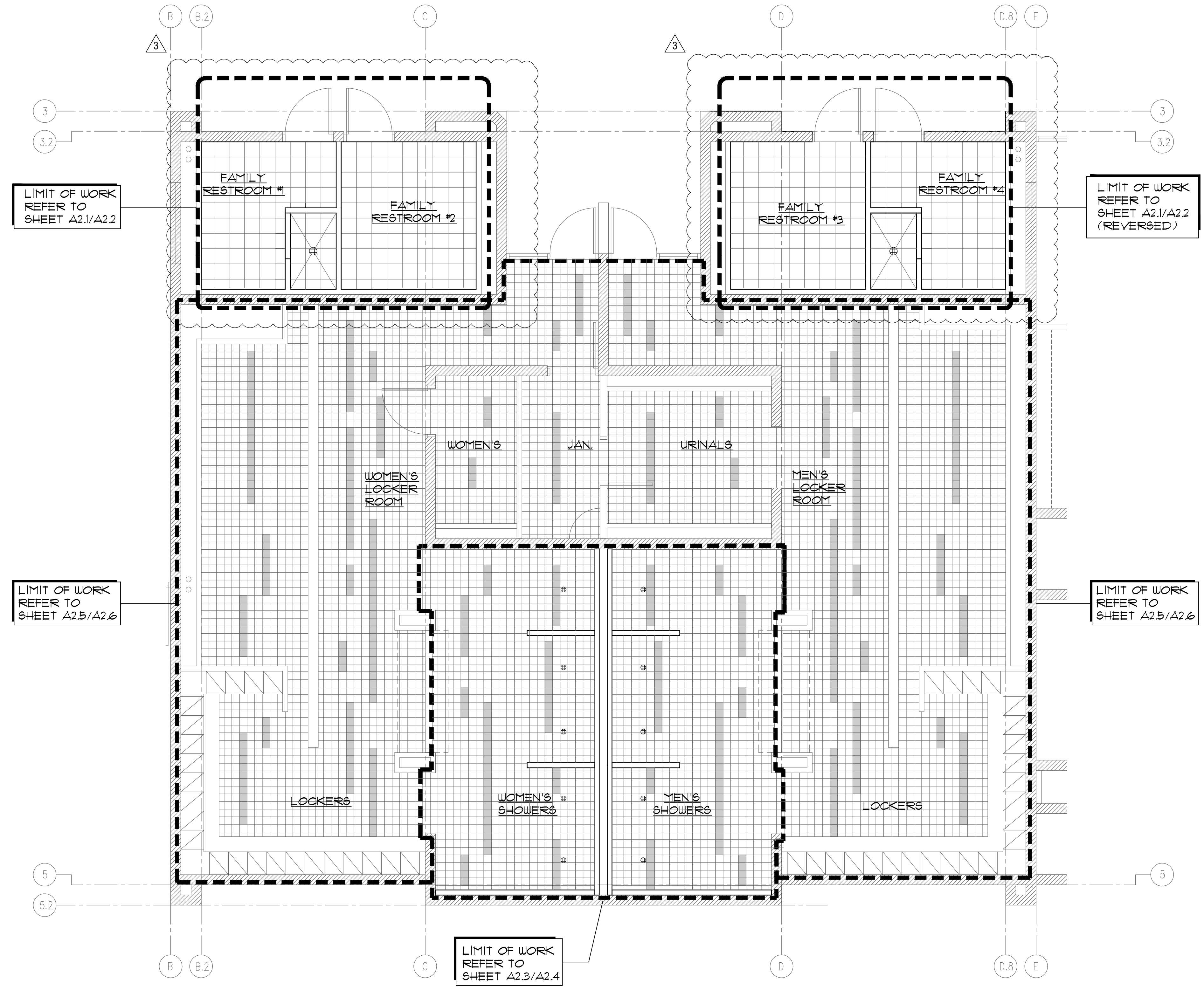
BUILDING 3
FLOOR FINISH
REPAIR PLAN

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| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |

A2.7

LEGEND

-  FLOOR TILE TO MATCH EXISTING
-  ACCENT FLOOR TILE TO MATCH EXISTING



01 enlarged floor tile layout plan
1/4" = 1'-0"

FLOOR FINISH REPAIR LAYOUT

(THIS TILE LAYOUT PLAN WAS EXCERPTED FROM THE RECORD DRAWINGS BY C&CA ARCHITECTS DATED 03/12/2014) - LAYOUT TO BE CONFIRMED BY REVIEW OF SUBMITTAL FROM CONTRACTOR

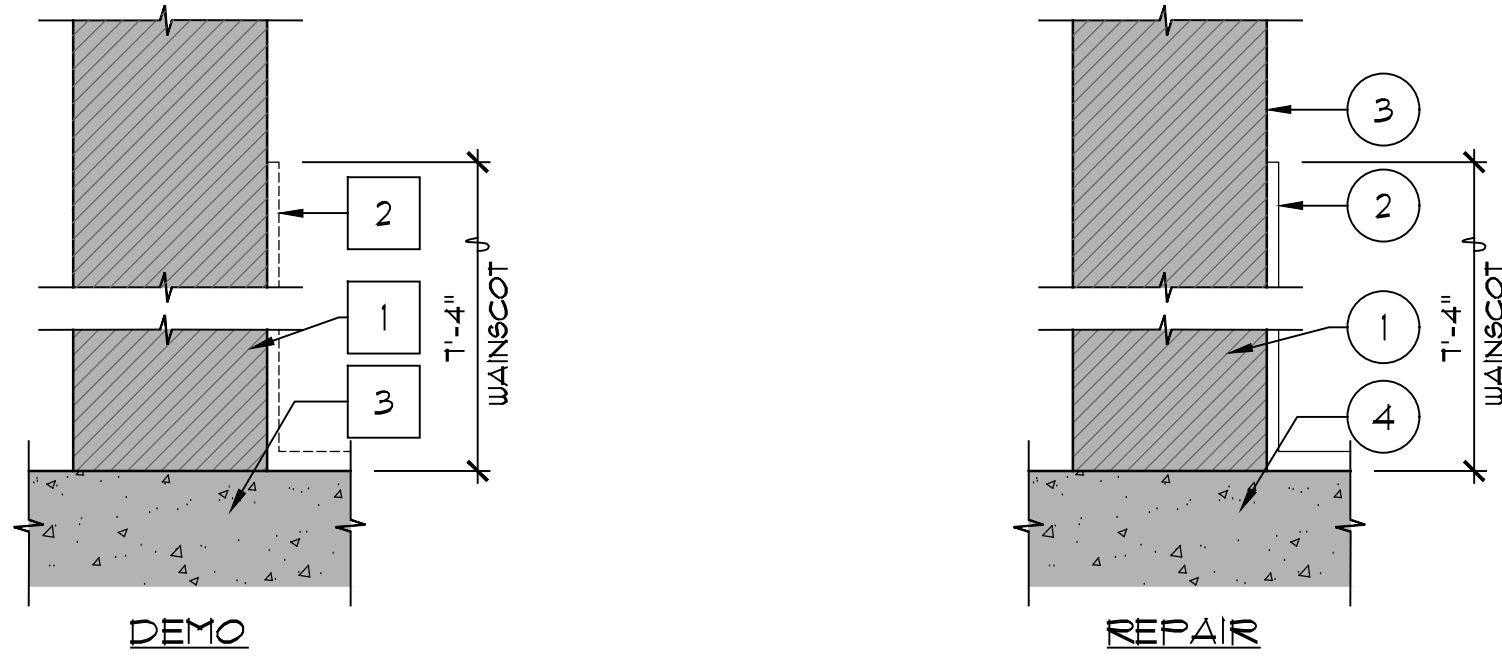


REVISIONS:

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

WALL TYPE DETAILS

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| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
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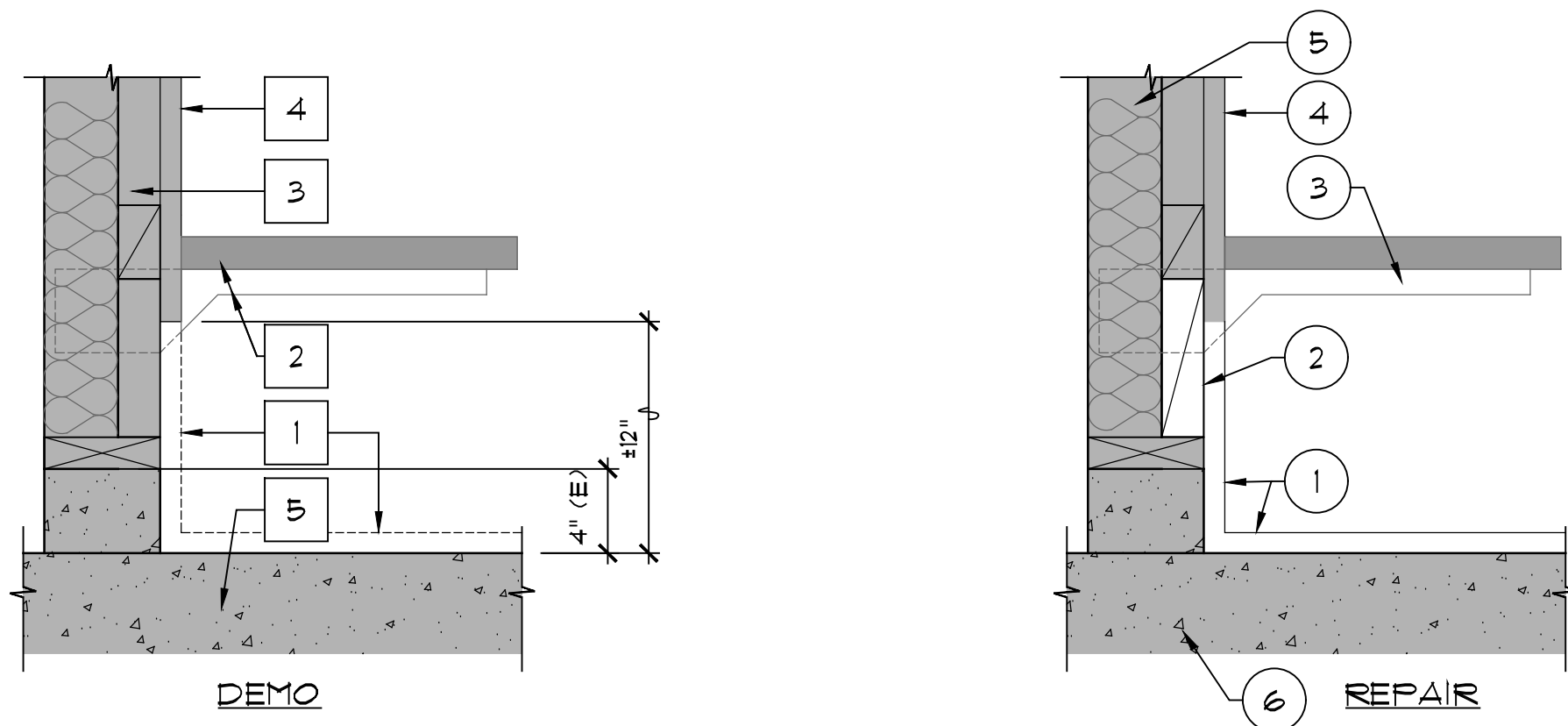
3 WALL TYPE C
SCALE: 1-1/2"=1'-0"

DEMOLITION KEYNOTES

- 1 (E) CMU WALL TO REMAIN
- 2 REMOVE & DISCARD WALL, FLOOR AND BASE TILE ASSEMBLY, PREPARE SURFACES FOR NEW WALL & FLOOR FINISHES
- 3 (E) STRUCTURAL SLAB TO REMAIN

REPAIR KEYNOTES

- 1 (E) CMU WALL
- 2 TILE ASSEMBLY PER DETAIL 3/A3.4, TILE TO MATCH EXISTING
- 3 CLEAN, PRIME & PAINT CMU WALL ENTIRE LENGTH & HEIGHT OF WALL ABOVE WAINSCOT TO MATCH EXISTING
- 4 (E) STRUCTURAL SLAB



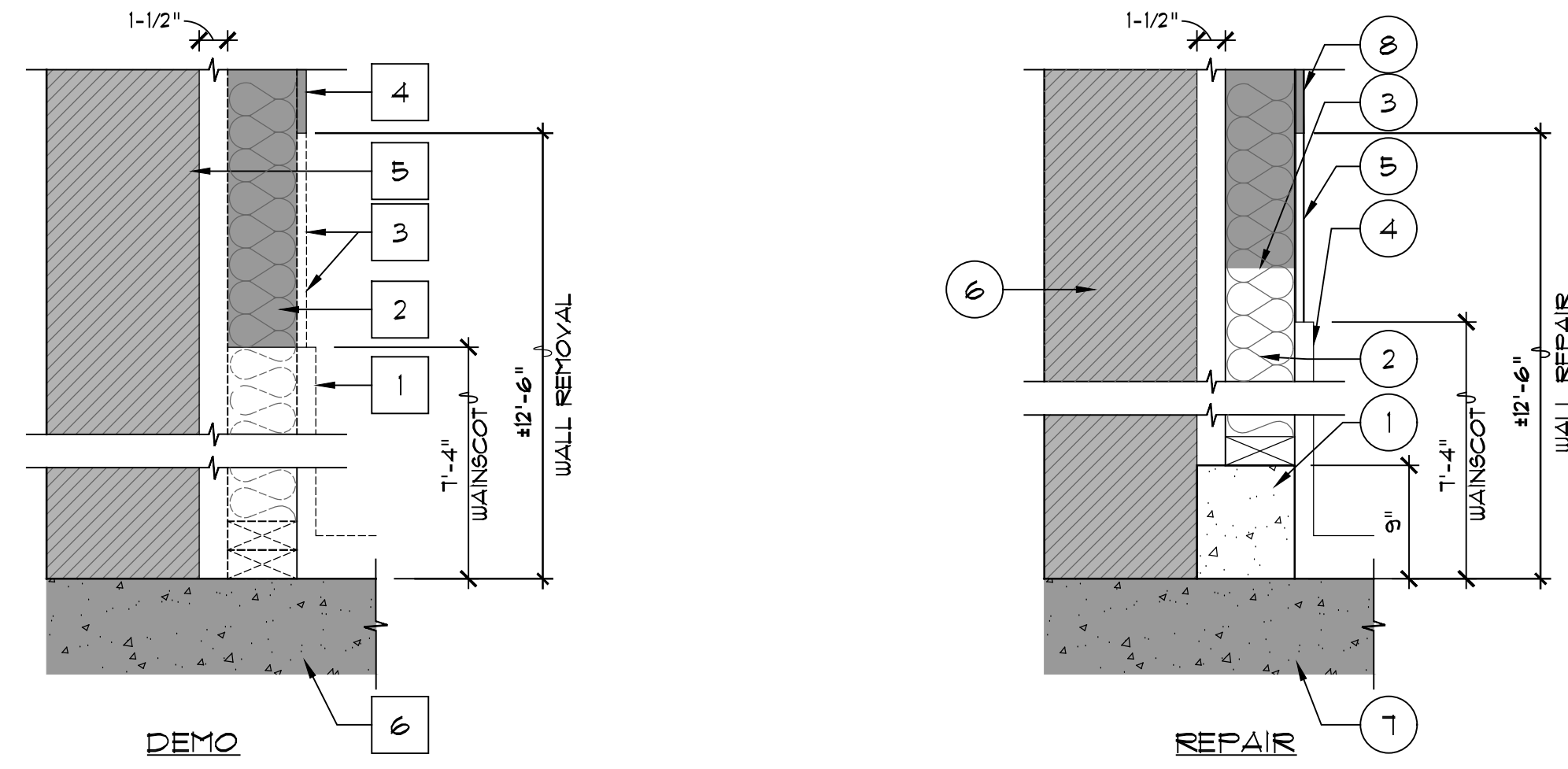
4 WALL TYPE D
SCALE: 1-1/2"=1'-0"

DEMOLITION KEYNOTES

- 1 REMOVE & DISCARD WALL, FLOOR AND BASE TILE ASSEMBLY, PREPARE FLOOR AND CURB SURFACE FOR NEW FINISHES
- 2 (E) BENCH & SUPPORTS TO REMAIN
- 3 (E) WOOD FRAMED WALL TO REMAIN
- 4 (E) WALL TILE ASSEMBLY TO REMAIN
- 5 (E) STRUCTURAL SLAB TO REMAIN

REPAIR KEYNOTES

- 1 TILE ASSEMBLY PER DETAIL 4/A3.4, TILE AND GROUT TO MATCH EXISTING
- 2 INSTALL CONTINUOUS 2x8 BLOCKING
- 3 (E) BENCH & SUPPORT
- 4 (E) WALL TILE ASSEMBLY
- 5 (E) WALL FRAMING
- 6 (E) STRUCTURAL SLAB



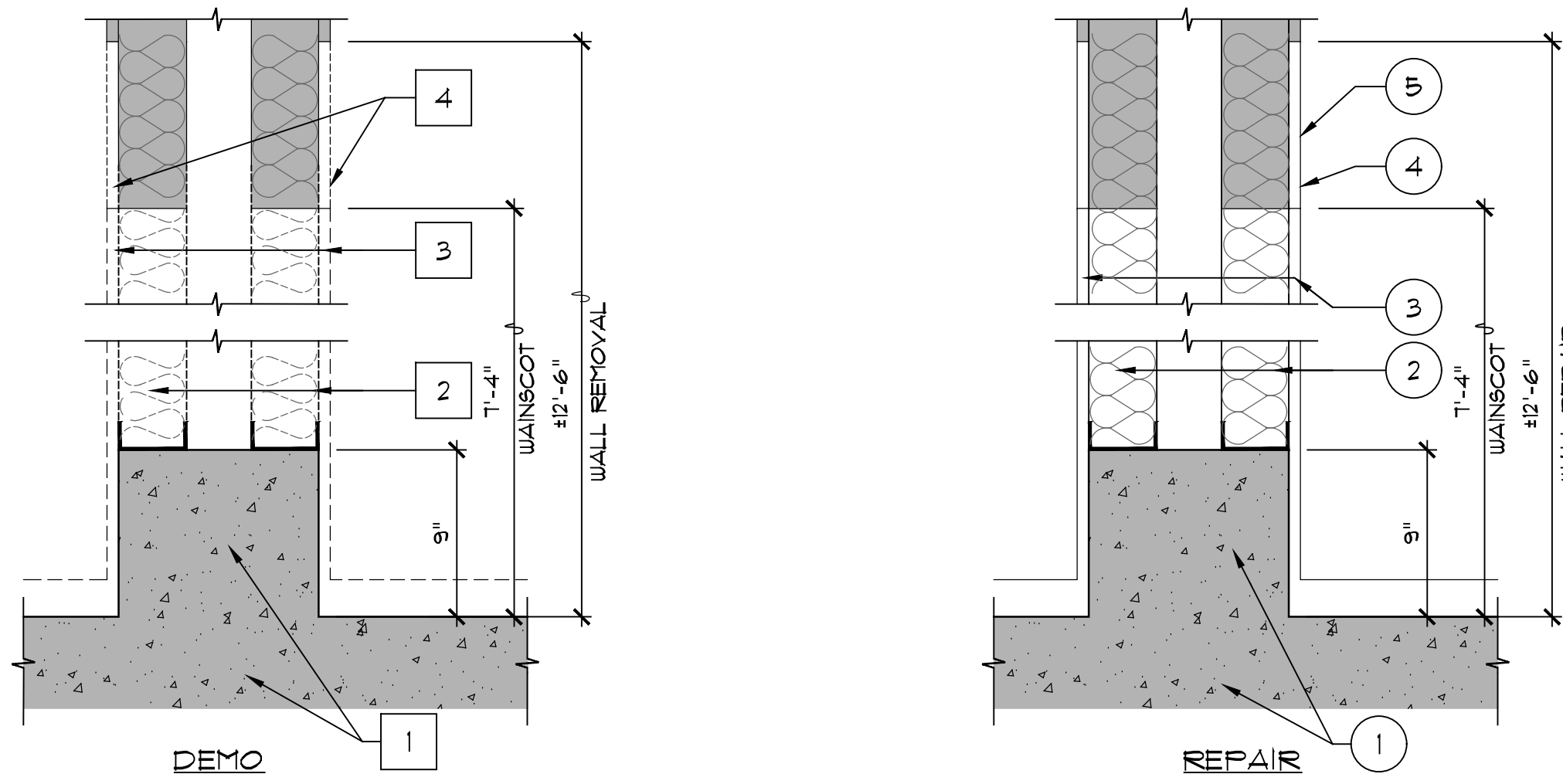
1 WALL TYPE A
SCALE: 1-1/2"=1'-0"

DEMOLITION KEYNOTES

- 1 REMOVE & DISCARD WALL, FLOOR & BASE TILE ASSEMBLY EXPOSING WALL FRAMING & STRUCTURAL CONC. FLOOR SLAB
- 2 REMOVE LOWER PORTION OF WOOD WALL FRAMING & BATT INSULATION. PROVIDE TEMPORARY SHORING FOR REMAINING WALL ABOVE
- 3 REMOVE STRIP OF DRYWALL FOR INSTALLATION OF NEW WALL FRAMING
- 4 (E) WALL FRAMING & FINISH TO REMAIN
- 5 (E) CMU WALL TO REMAIN
- 6 (E) STRUCTURAL SLAB TO REMAIN

REPAIR KEYNOTES

- 1 INSTALL CONTINUOUS 5"x9" CONC. CURB. REFER TO STRUCTURAL DETAIL 5/S1 FOR FURTHER INFORMATION
- 2 2x4 P.T. STUDS AT 16" O.C. W/ CONTINUOUS 2x4 P.T. PLATE ANCHORED TO CONC. CURB. INSTALL R-15 BATT INSULATION
- 3 REFER TO STRUCTURAL DETAIL 5/S1 FOR FRAMING CONNECTIONS
- 4 TILE OVER REINFORCED MORTAR BED PER DTL. 1/A3.4 TILE AND GROUT TO MATCH EXISTING
- 5 PATCH ABOVE WAINSCOT W/ 5/8" MOISTURE RESISTANT GYPSUM BOARD, TEXTURED & PAINTED TO MATCH EXISTING
- 6 (E) CMU WALL
- 7 (E) STRUCTURAL SLAB
- 8 REPAIR GYPSUM BOARD WALL, TEXTURE & PAINT ENTIRE LENGTH & HEIGHT OF WALL ABOVE WAINSCOT TO MATCH EXISTING



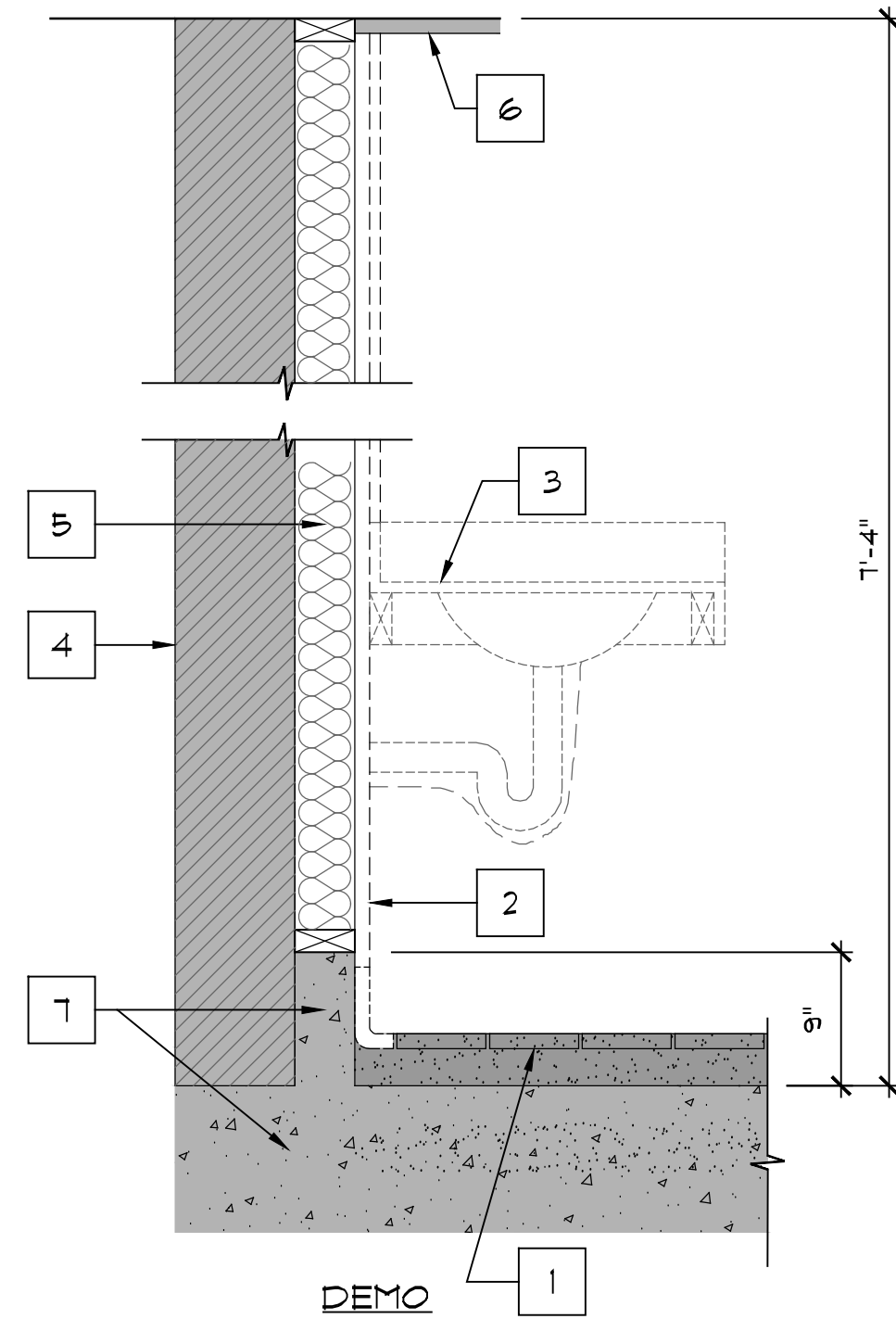
2 WALL TYPE B
SCALE: 1-1/2"=1'-0"

DEMOLITION KEYNOTES

- 1 (E) CONC. CURB & STRUCTURAL SLAB TO REMAIN
- 2 REMOVE & DISCARD LOWER PORTION OF MTL. WALL FRAMING & BATT INSULATION. PROVIDE TEMPORARY SHORING FOR WALL ABOVE
- 3 REMOVE & DISCARD WALL, FLOOR TILE AND BASE ASSEMBLY EXPOSING WALL FRAMING & STRUCTURAL CONC. FLOOR SLAB AND CURB. PREPARING SURFACES FOR NEW WALL & FLOOR FINISHES
- 4 REMOVE STRIP OF GYPSUM BOARD FOR INSTALLATION OF NEW WALL FRAMING

REPAIR KEYNOTES

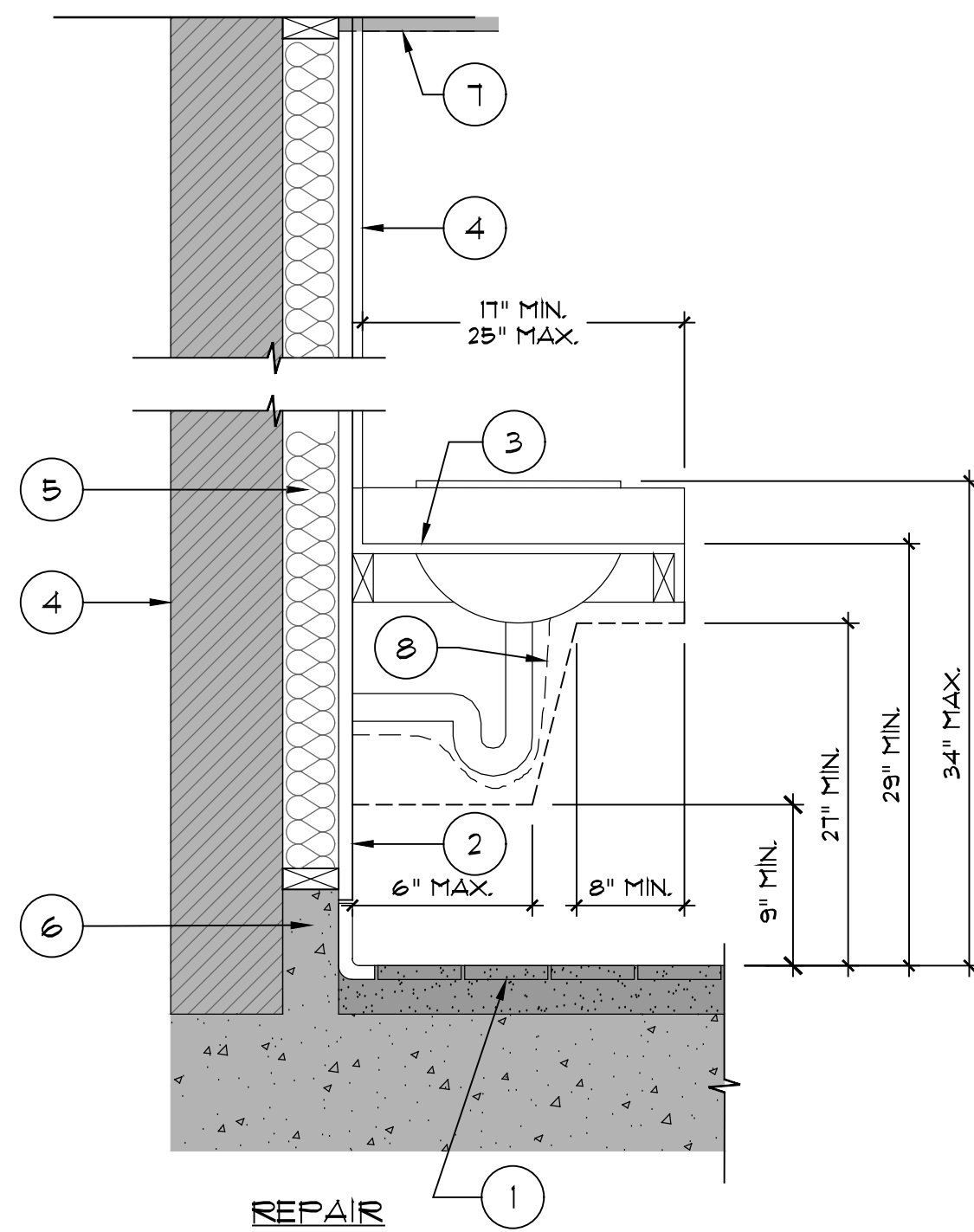
- 1 (E) CONC. CURB & STRUCTURAL SLAB
- 2 INSTALL 6" GALV. MTL. STUDS AT 16" O.C. AND R-15 BATT INSULATION. SEE STRUCTURAL DETAIL 10, 15 & 20/S1
- 3 TILE OVER REINFORCED MORTAR BED PER DETAIL 2/A3.4 TILE AND GROUT TO MATCH EXISTING
- 4 INSTALL CONTINUOUS 5/8" MOISTURE RESISTANT DRYWALL, FULLY TAPED, TEXTURED & PAINTED TO MATCH (E)
- 5 PAINT ENTIRE LENGTH AND HEIGHT OF WALL ABOVE WAINSCOT TO MATCH EXISTING



3 WALL TYPE G
SCALE: 1"=1'-0"

DEMOLITION KEYNOTES

- 1 (E) FLOOR TILE TO REMAIN
- 2 REMOVE & DISCARD WALL AND BASE TILE ASSEMBLY
- 3 REMOVE & DISCARD COUNTERTOP
- 4 (E) CMU WALL
- 5 REMOVE & DISCARD WOOD WALL FRAMING AND INSULATION
- 6 (E) WOOD FRAMED CEILING W/ GYPSUM BOARD TO REMAIN
- 7 (E) CONCRETE CURB AND SLAB TO REMAIN



1 WALL TYPE E
SCALE: 1"=1'-0"

DEMOLITION KEYNOTES

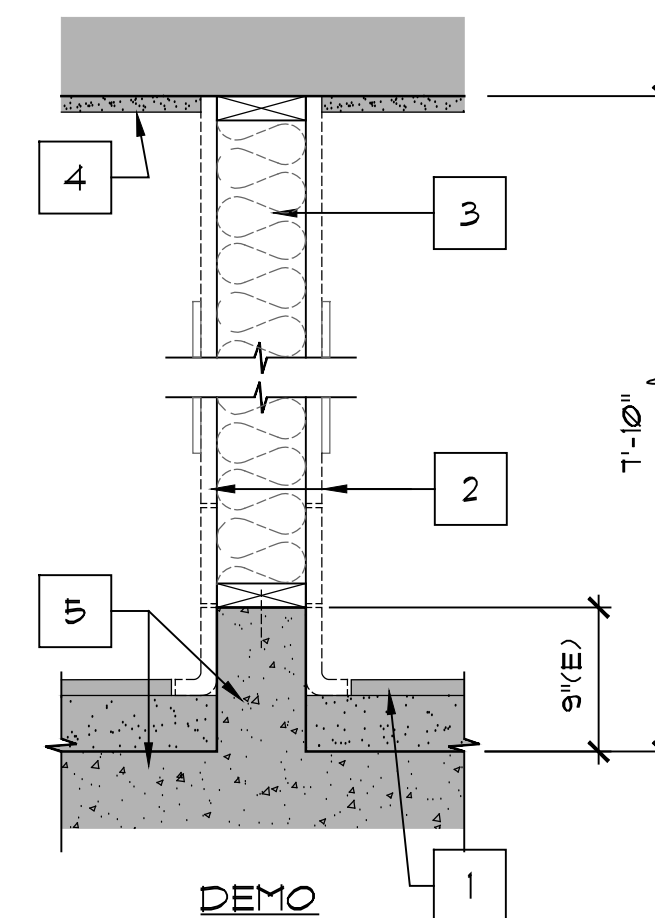
- 1 REMOVE & DISCARD WALL & FLOOR TILE ASSEMBLY
- 2 REMOVE & DISCARD WOOD WALL FRAMING
- 3 (E) CONC. CURB AND SLAB TO REMAIN

REPAIR KEYNOTES

- 1 TILE OVER REINFORCED MORTAR BED PER DTL. 5/A3.4 TILE AND GROUT TO MATCH EXISTING
 - 2 2X6 P.T. WOOD STUDS AT 16" O.C. W/ CONTINUOUS 2X6 P.T. PLATE ANCHORED TO CONCRETE CURB
 - 3 (E) CONCRETE CURB AND SLAB
- NOTE:
SEE STRUCTURAL DETAILS 19 & 20/61 FOR ADDITIONAL INFORMATION

REPAIR KEYNOTES

- 1 (E) FLOOR TILE
- 2 TILE OVER MORTAR BED PER DTL. 1/A3.4. WALL AND GROUT TILE TO MATCH (E)
- 3 INSTALL (N) WALL MOUNTED WOOD FRAMED, COUNTERTOP
- 4 (E) CMU WALL
- 5 2X4 P.T. WOOD STUDS AT 16" O.C. W/ CONTINUOUS P.T. PLATE ANCHORED TO CURB
- 6 (E) CONCRETE CURB
- 7 (E) GYPSUM BD. CEILING, PRIME, TEXTURE & PAINT ENTIRE PLANE TO MATCH EXISTING AFTER REPAIRS AND PATCHING ARE COMPLETED
- 8 INSTALL PROTECTION WRAP @ ALL WATER SUPPLY & DRAIN PIPES



2 WALL TYPE F
SCALE: 1"=1'-0"

DEMOLITION KEYNOTES

- 1 (E) FLOOR TILE TO REMAIN
- 2 REMOVE & DISCARD WALL AND BASE TILE ASSEMBLY
- 3 REMOVE & DISCARD WALL FRAMING & INSULATION
- 4 (E) GYPSUM BOARD CEILING TO REMAIN
- 5 (E) CONCRETE CURB AND SLAB TO REMAIN

REPAIR KEYNOTES

- 1 (E) FLOOR TILE TO REMAIN
- 2 TILE PER DETAIL 6/A3.4 TILE AND GROUT TO MATCH EXISTING
- 3 2X4 P.T. STUDS AT 16" O.C. W/ R-15 BATT INSULATION W/ CONTINUOUS 2X4 P.T. PLATE ANCHORED TO CONC. CURB
- 4 (E) GYPSUM BOARD CEILING, PRIME, TEXTURE & PAINT ENTIRE CEILING PLANE TO MATCH (E) AFTER REPAIRS AND PATCHING ARE COMPLETED
- 5 (E) CONCRETE CURB AND SLAB



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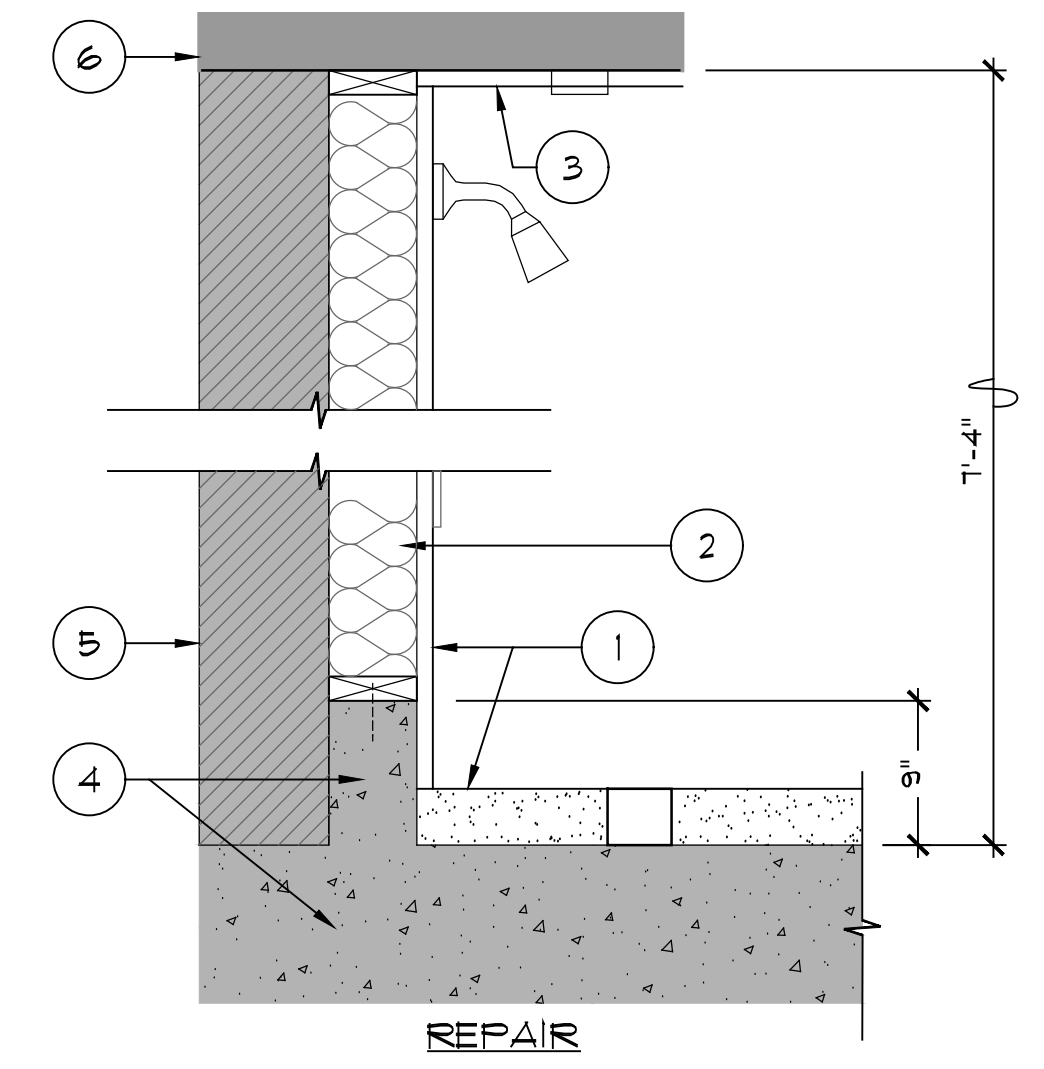
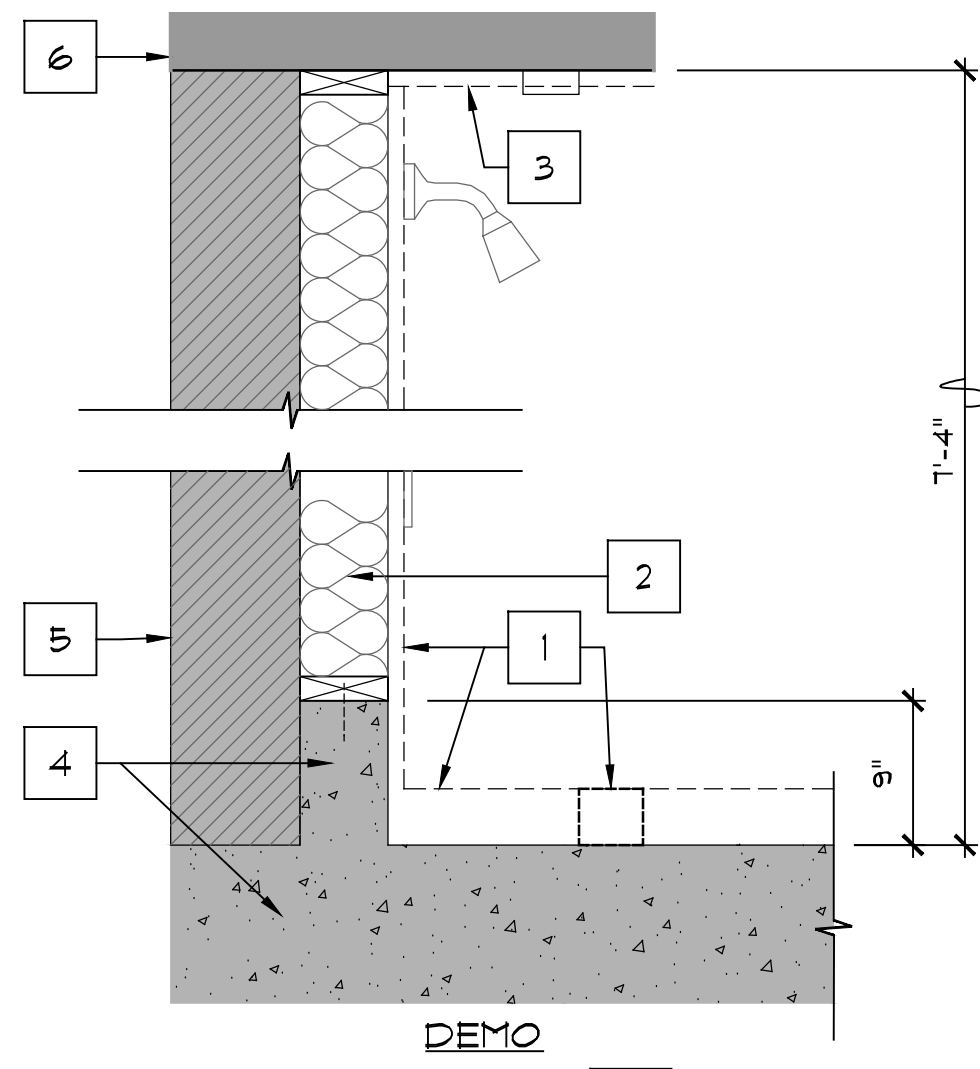
ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

WALL TYPE DETAILS

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |



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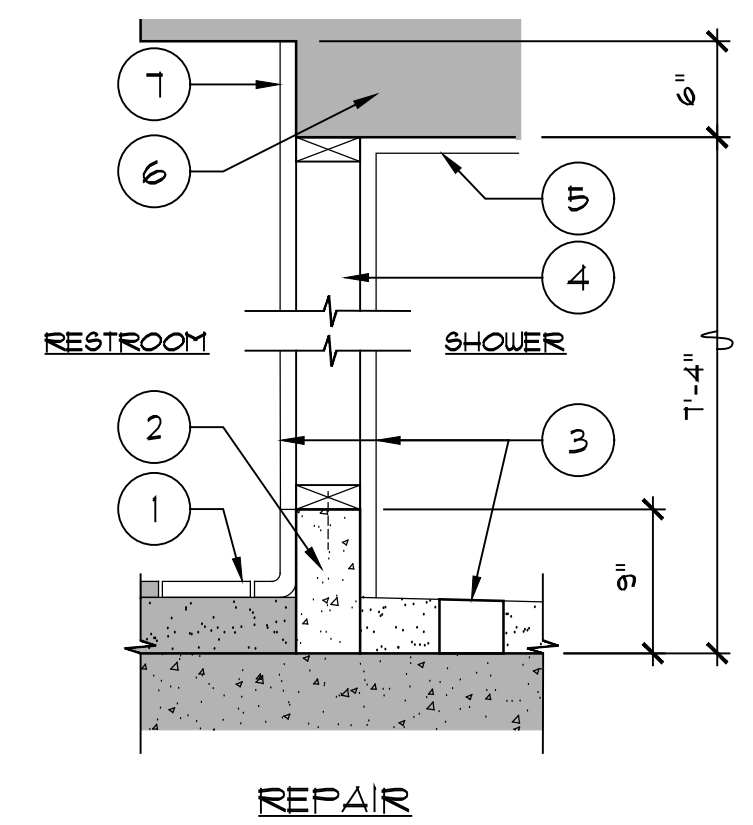
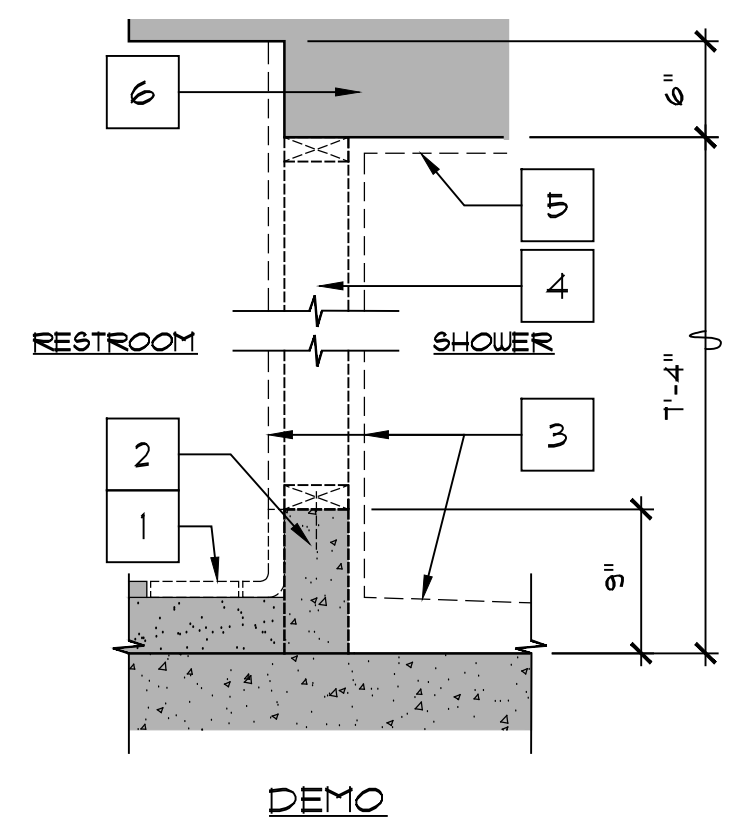
1 WALL TYPE **GI**
SCALE: 1"=1'-0"

DEMOLITION KEYNOTES

- 1 REMOVE & DISCARD WALL & FLOOR TILE, MORTAR BED & DRAIN ASSEMBLY, PREPARE CONC. SLAB & CURB FOR NEW FLOOR FINISHES
- 2 REMOVE WOOD WALL FRAMING
- 3 REMOVE GYPSUM BOARD CEILING, SALVAGE SOFFIT LIGHT
- 4 (E) CONC. CURB AND SLAB TO REMAIN
- 5 (E) CMU WALL
- 6 (E) WOOD FRAMED SOFFIT TO REMAIN

REPAIR KEYNOTES

- 1 WALL, FLOOR TILE AND GROUT TO MATCH (E) OVER MORTAR BED W/ NEW FLOOR DRAIN PER DTL. T/A3.4
- 2 2X4 P.T. STUDS AT 16" O.C. W/ R-15 BATT INSULATION W/ CONTINUOUS 2X4 P.T. PLATE ANCHORED TO CONCRETE CURB
- 3 5/8" DENS-SHIELD CEILING, TEXTURE, PRIME & PAINT TO MATCH (E), REINSTALL SOFFIT LIGHT
- 4 (E) CONCRETE CURB AND SLAB
- 5 (E) CMU WALL
- 6 (E) WOOD FRAMED SOFFIT



2 WALL TYPE **H**
SCALE: 1"=1'-0"

DEMOLITION KEYNOTES

- 1 REMOVE (1) COURSE OF FLOOR TILE SALVAGING MORTAR BED ALONG EXTERIOR PERIMETER OF SHOWER ENCLOSURE WALLS
- 2 REMOVE (E) CONC. CURB. CLEAN & PREPARE CONC. SLAB FOR INSTALLATION OF NEW CURB
- 3 REMOVE & DISCARD WALL, FLOOR TILE & MORTAR BED ASSEMBLY, PREPARE CONCRETE SLAB FOR NEW FLOOR FINISHES
- 4 REMOVE & DISCARD WOOD WALL FRAMING
- 5 REMOVE GYPSUM BOARD AT CEILING, SALVAGE SOFFIT LIGHT
- 6 (E) WOOD FRAMED SOFFIT TO REMAIN

REPAIR KEYNOTES

- 1 INSTALL CONT. ROW OF FLOOR TILE OVER TO (E) MORTAR BED, FLOOR TILE & GROUT TO MATCH (E)
- 2 INSTALL CONTINUOUS CONC. CURB W/ #4 REBAR DOWEL REINFORCEMENT AT 2' O.C. - EPOXY SET INTO CONCRETE FLOOR
- 3 WALL TILE PER DTL. B/A3.4 OVER MORTAR BED W/ NEW FLOOR DRAIN, FLOOR TILE AND GROUT TO MATCH (E)
- 4 2X4 P.T. WOOD STUDS AT 16" O.C. W/ CONTINUOUS P.T. PLATE ANCHORED TO CONC. CURB
- 5 5/8" DENS-SHIELD CEILING, TEXTURE, PRIME & PAINT TO MATCH (E), REINSTALL SOFFIT LIGHT
- 6 (E) WOOD FRAMED SOFFIT
- 7 CONTINUOUS 2X FRAMING AT FACE OF SOFFIT PER DTL. 4/A3.5 TO ALIGN W/ NEW SHOWER WALL

ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

WALL TYPE DETAILS

| | |
|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 18D020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
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A3.3



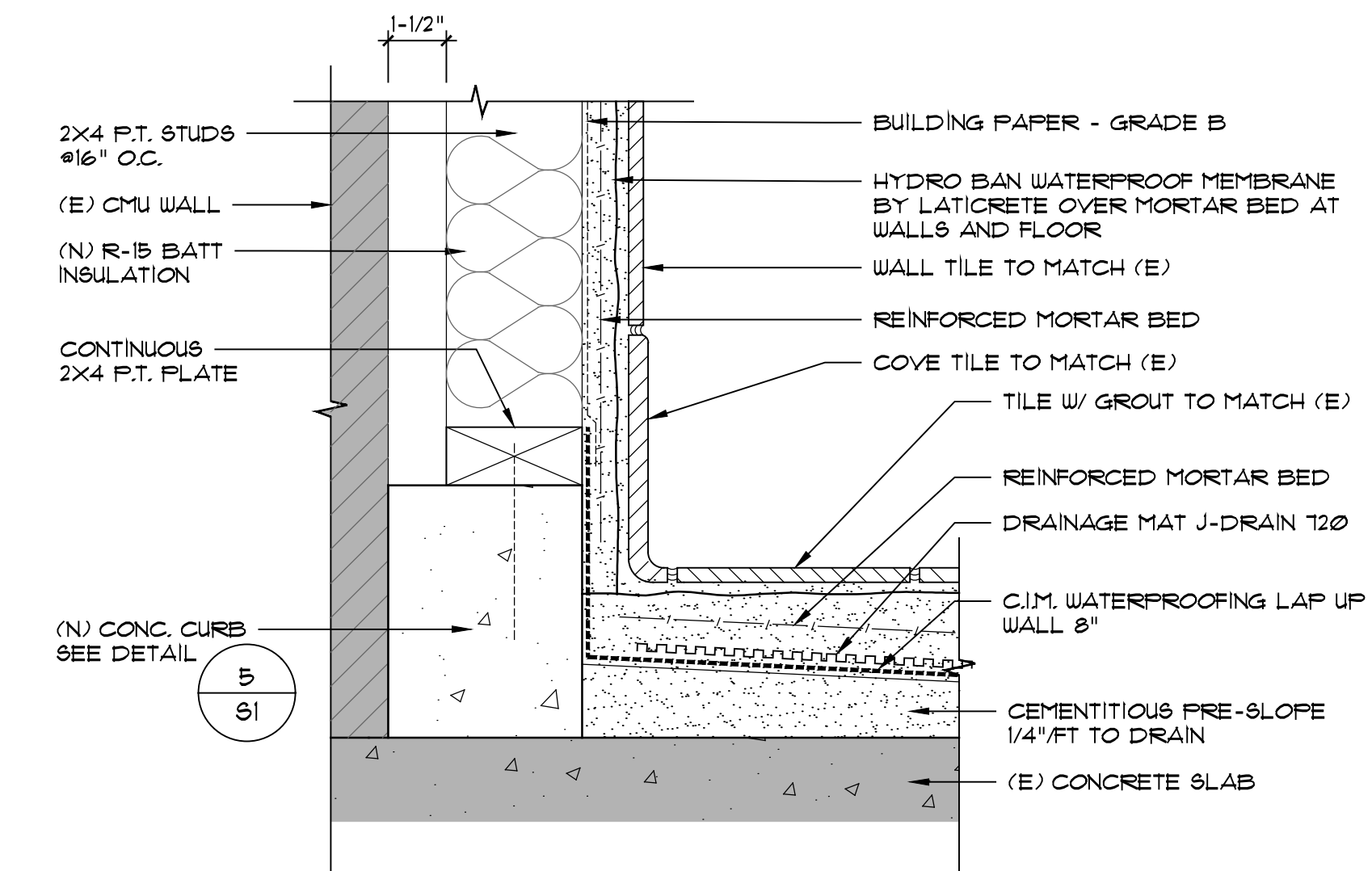
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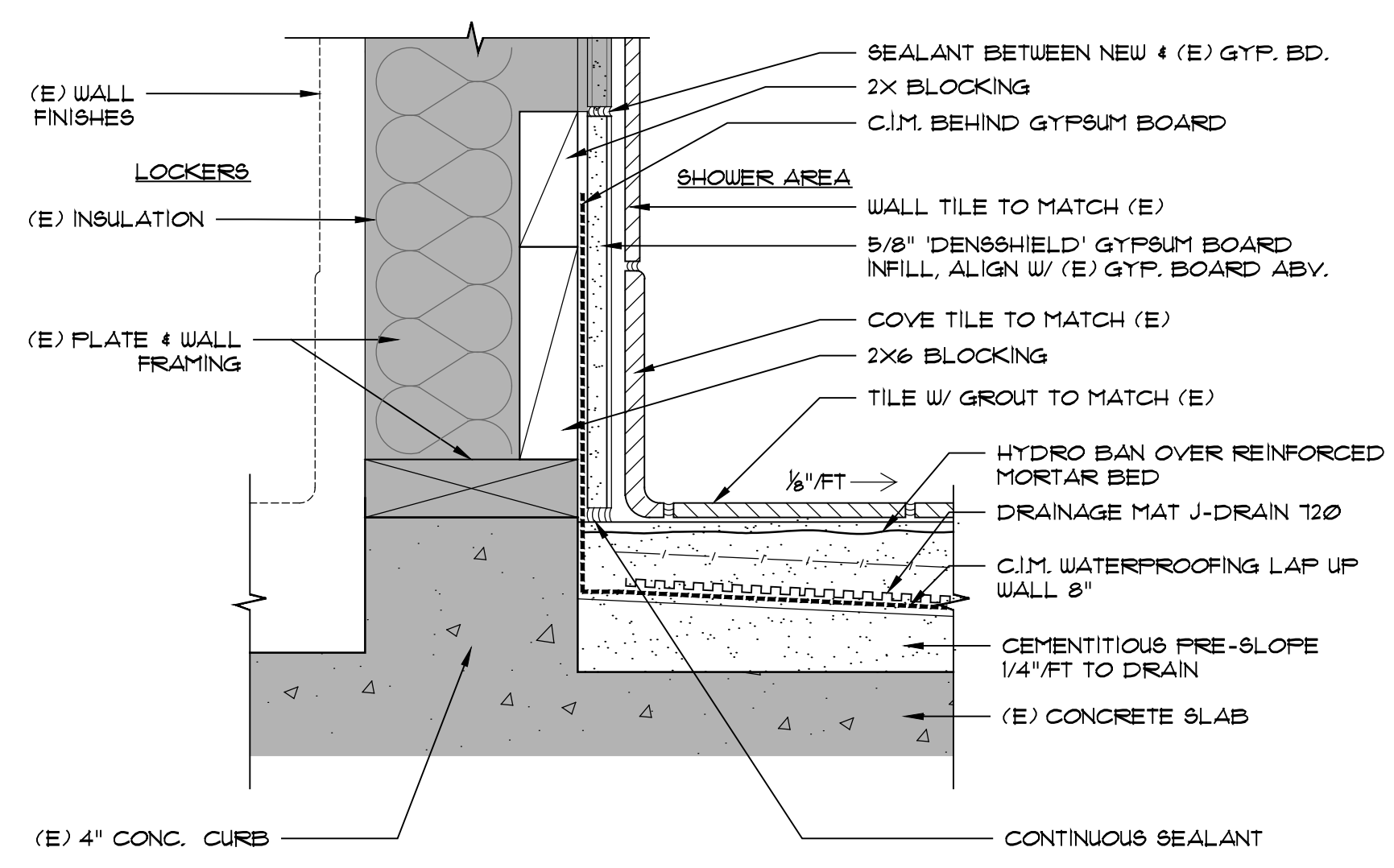
ALGA NORTE PARK
BUILDING 3 - SHOWER REPAIRS

WALL DETAILS

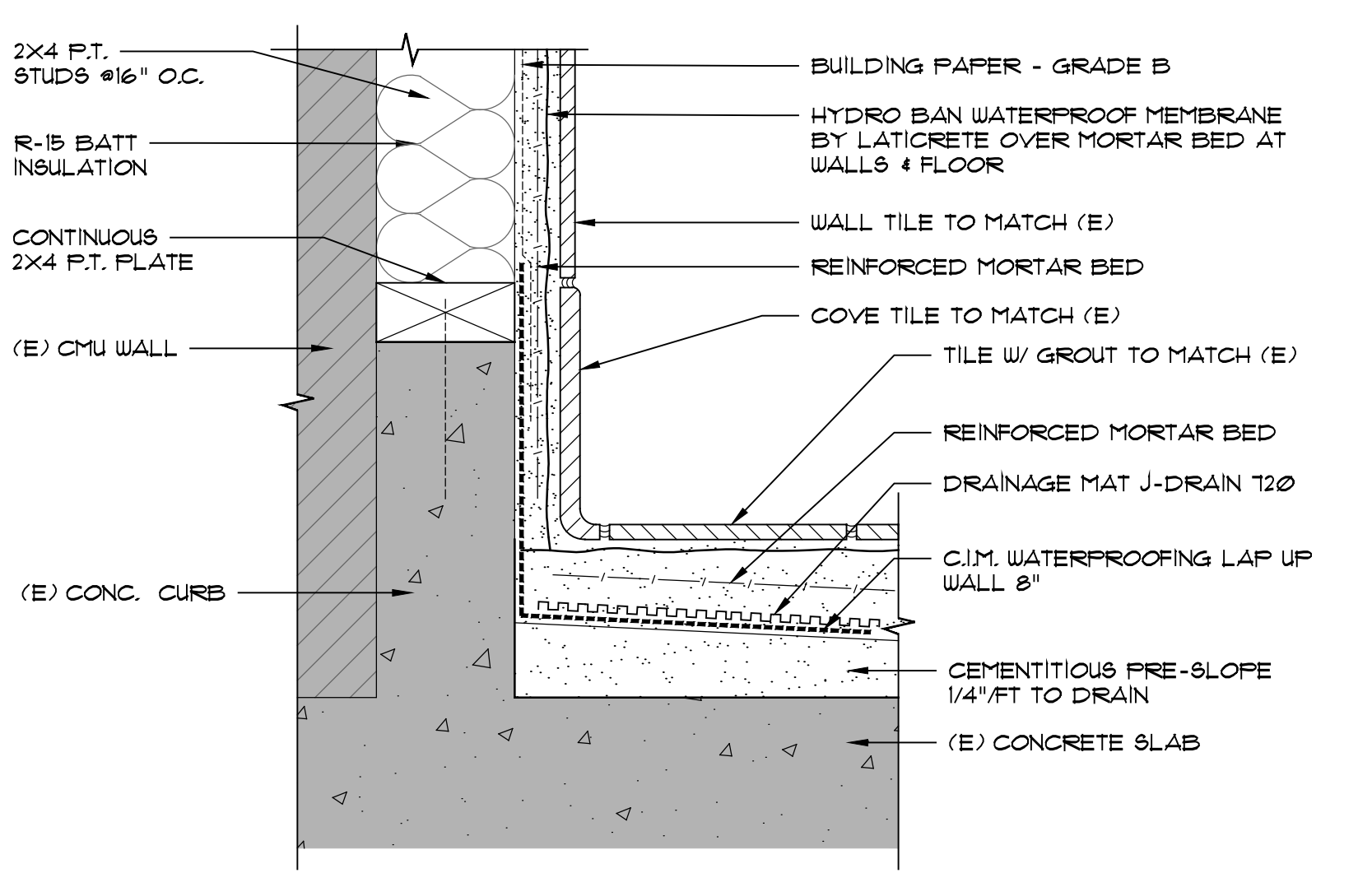
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|-----------------|-------------|
| CITY PROJECT #: | #4756 |
| PROJECT #: | 180020.00 |
| DATE: | 26 AUG 2020 |
| DRAWN BY: | LB |
| CHECKED BY: | DW/GM |
| SCALE: | AS NOTED |
| SHEET NUMBER: | |



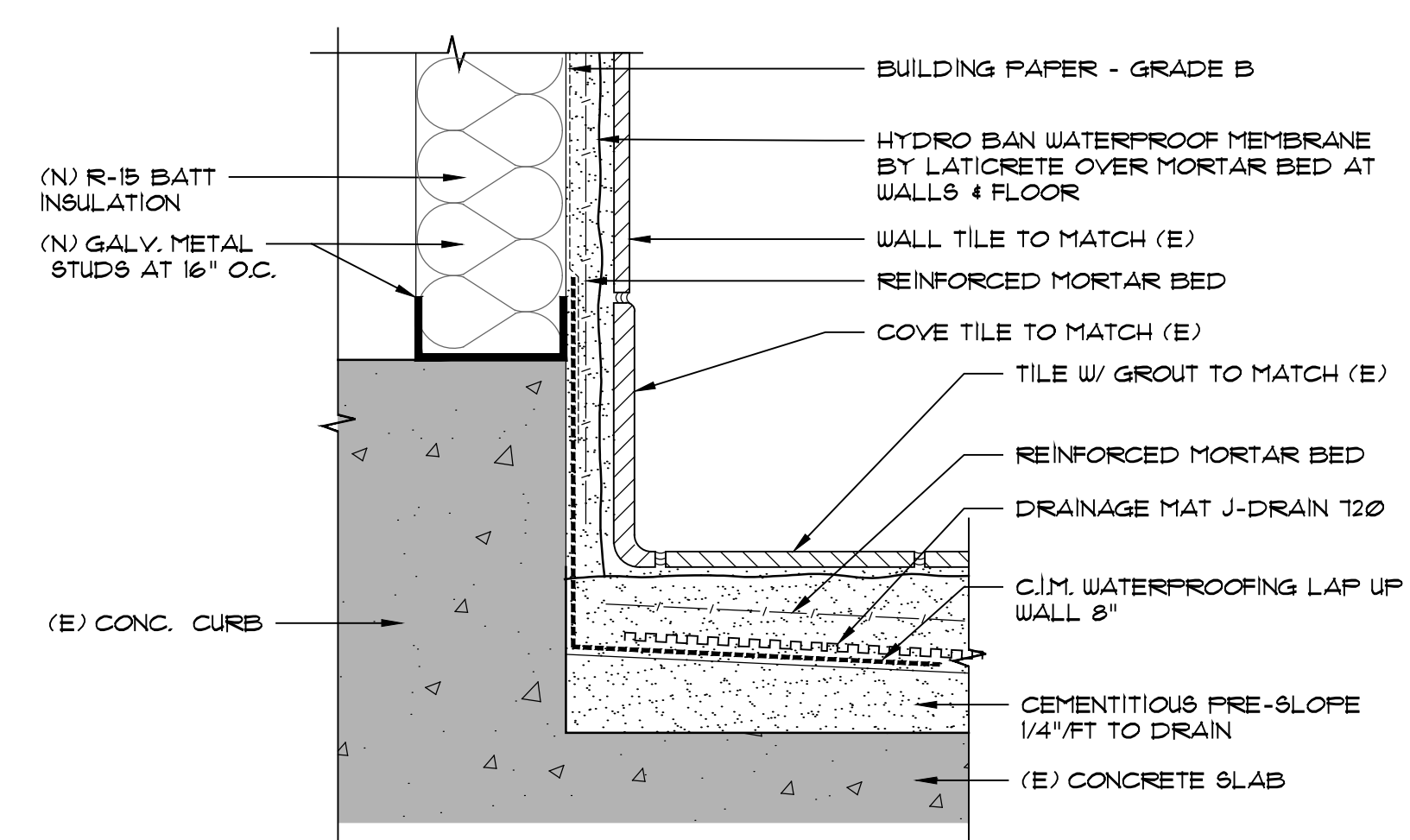
1 BASE DETAIL @ WALL TYPE A
SCALE: 3"=1'-0" REFER TO TCNA B414-23



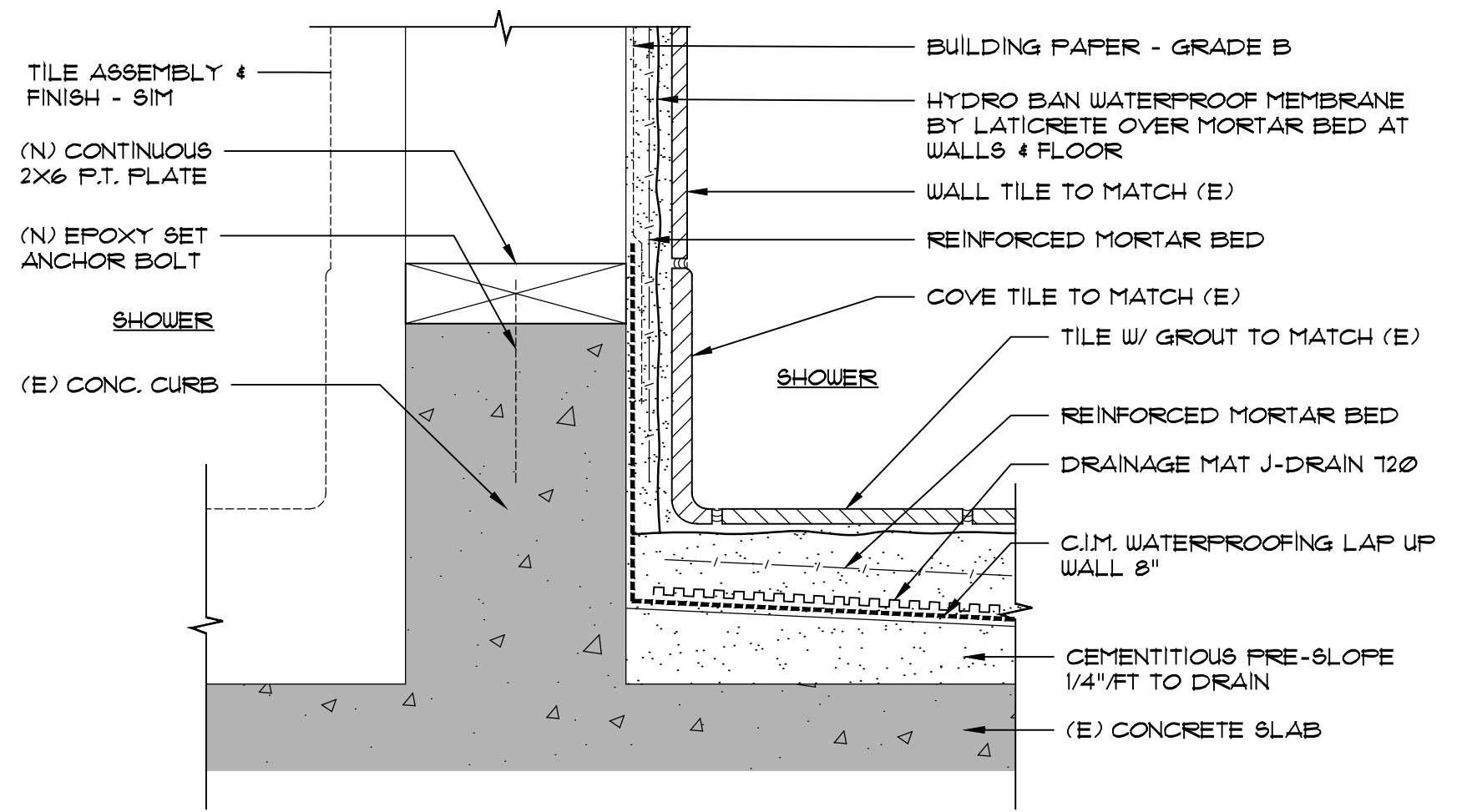
4 BASE DETAIL @ WALL TYPE D
SCALE: 3"=1'-0" REFER TO TCNA B414-23 AND W221-23



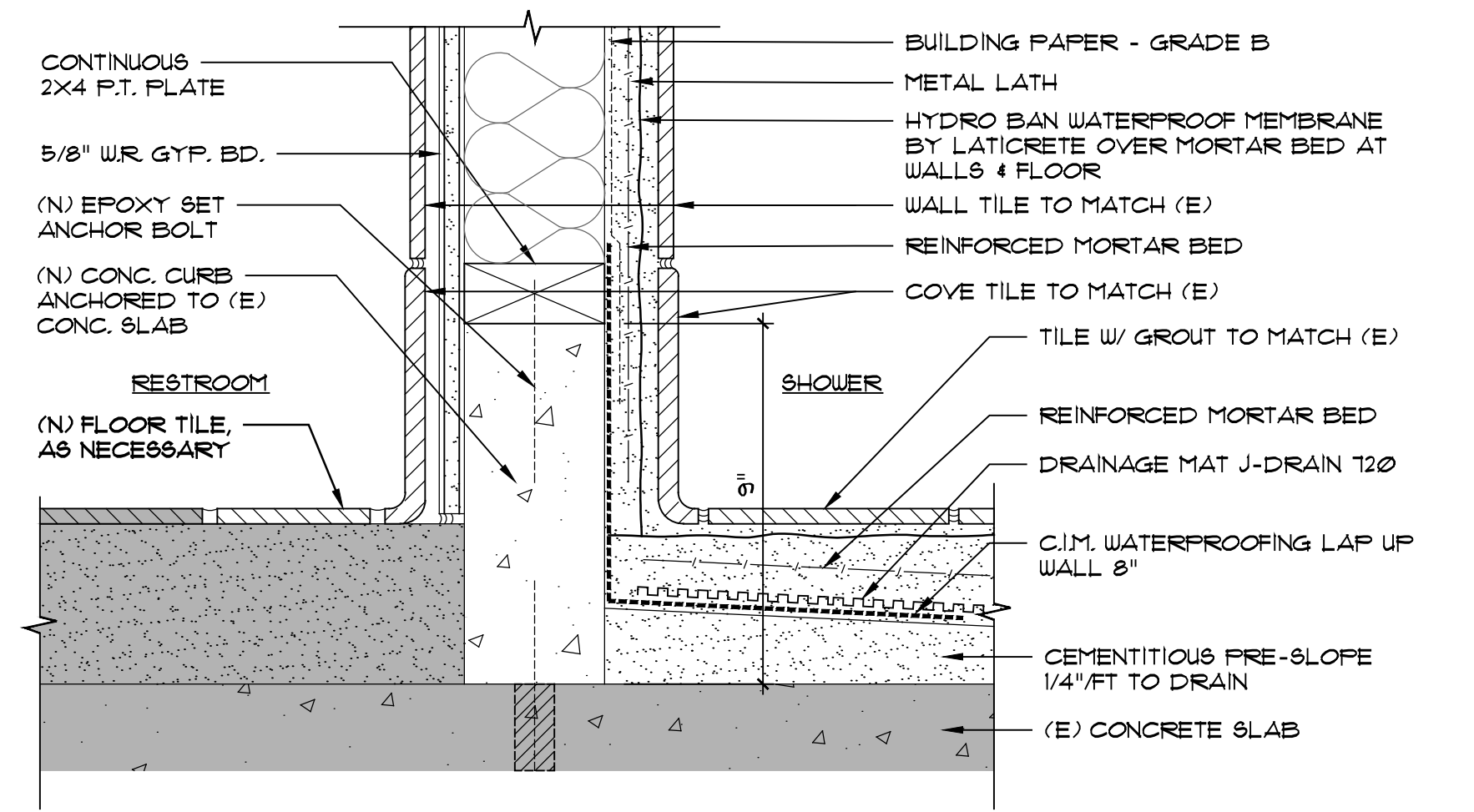
7 BASE DETAIL @ WALL TYPES G/GI
SCALE: 3"=1'-0" REFER TO TCNA B414-23



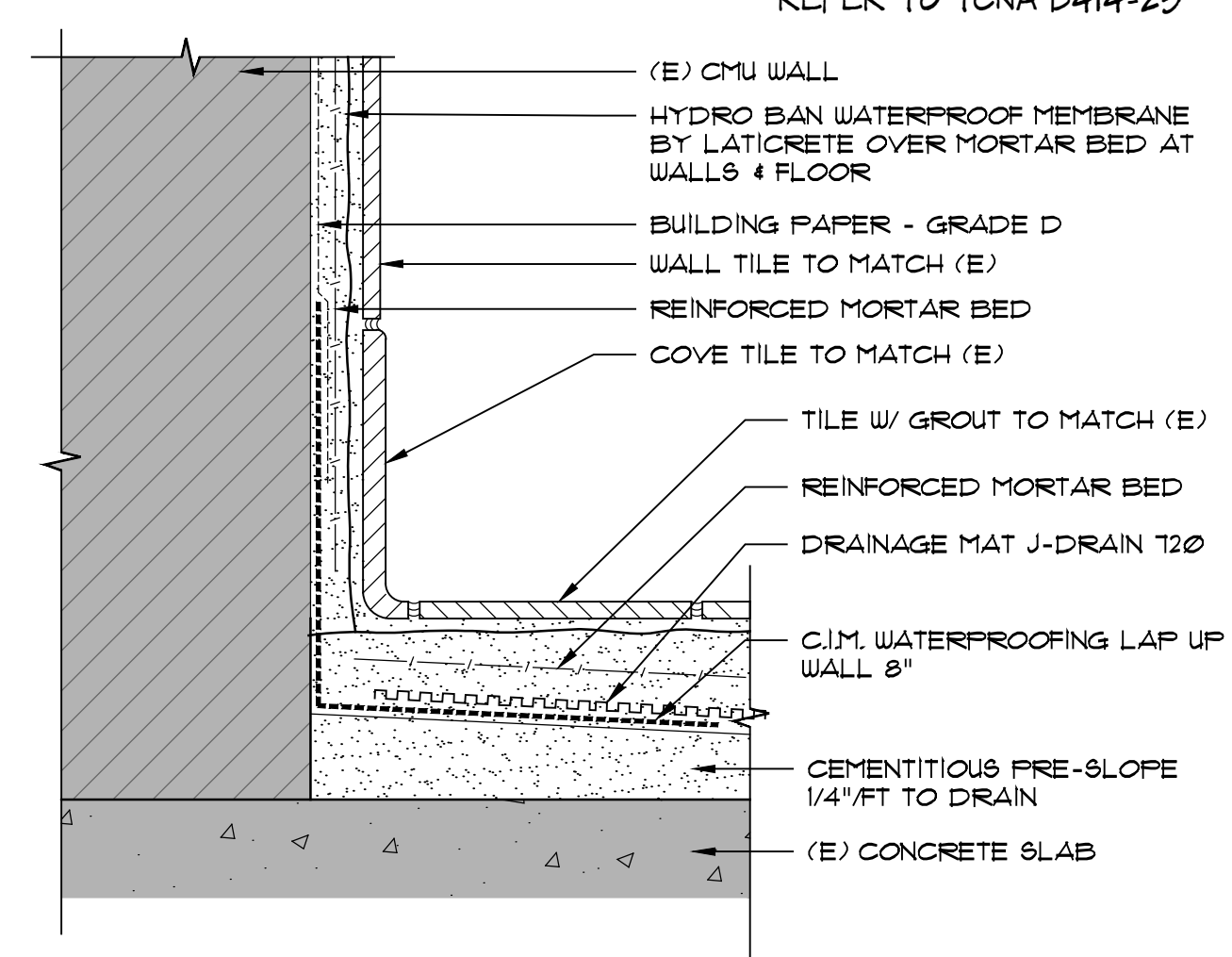
2 BASE DETAIL @ WALL TYPE B
SCALE: 3"=1'-0" REFER TO TCNA B414-23



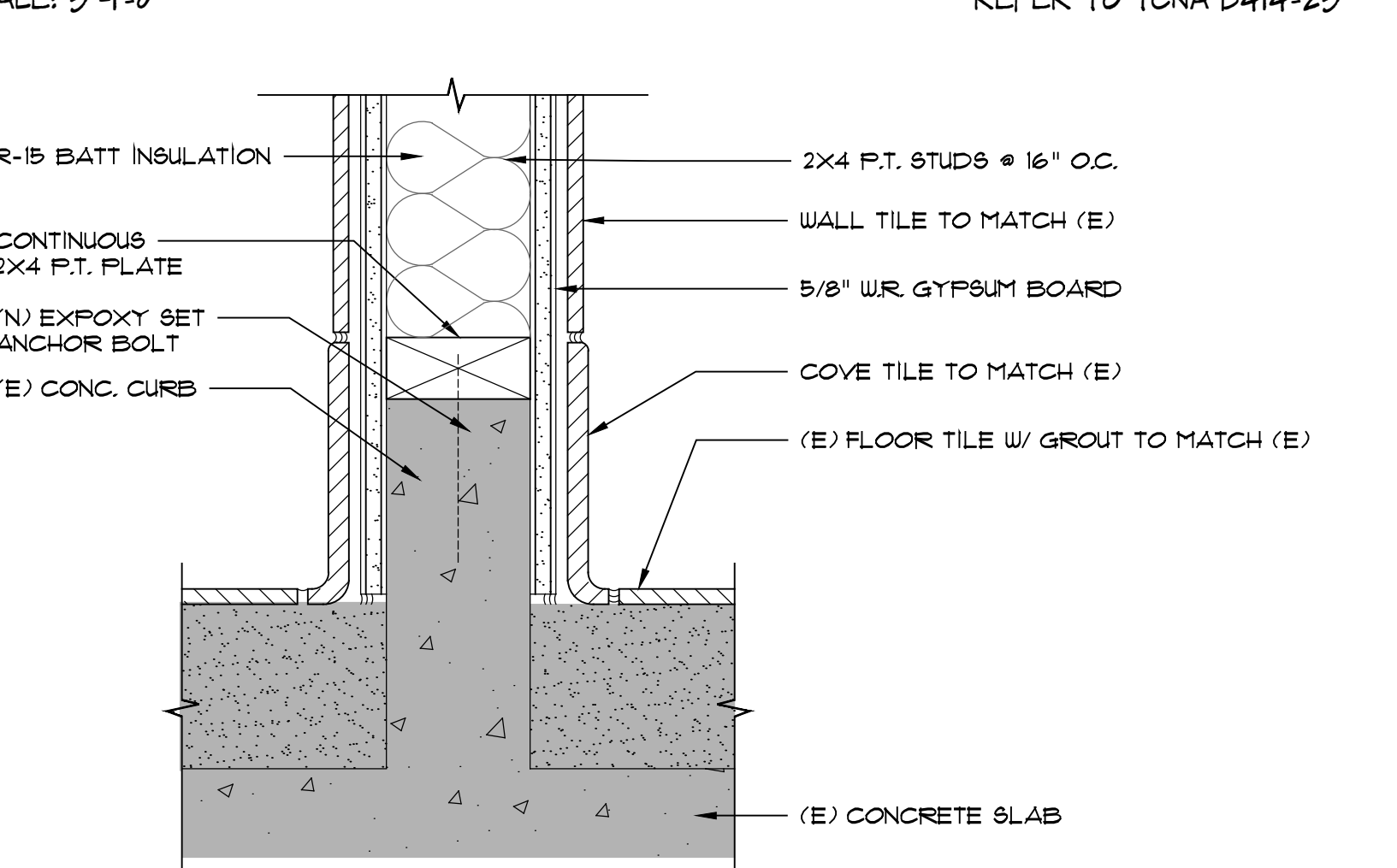
5 BASE DETAIL @ WALL TYPE E
SCALE: 3"=1'-0" REFER TO TCNA B414-23



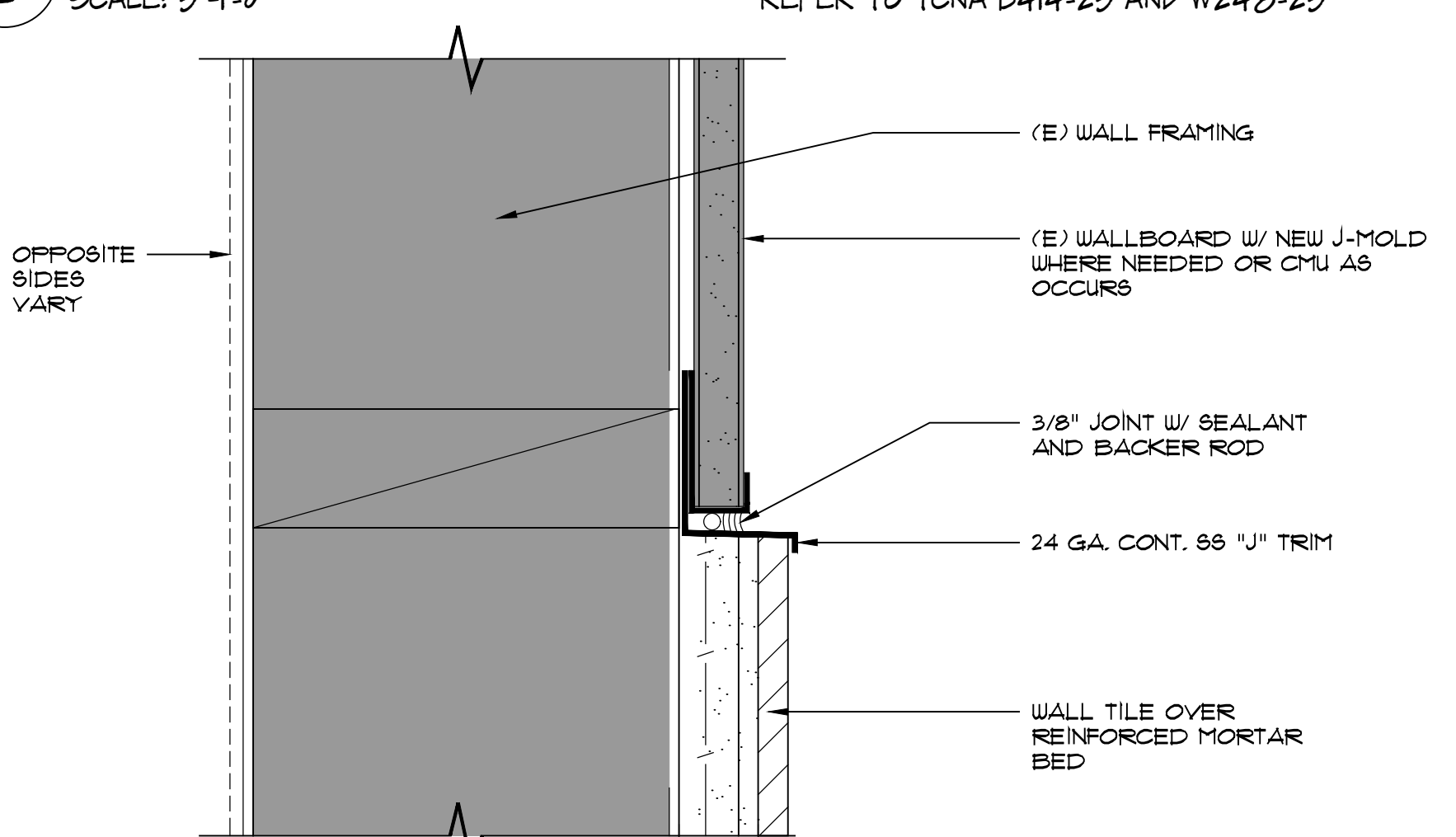
8 BASE DETAIL @ WALL TYPE H
SCALE: 3"=1'-0" REFER TO TCNA B414-23 AND W248-23



3 BASE DETAIL @ WALL TYPE C
SCALE: 3"=1'-0" REFER TO TCNA B414-23 AND W221-23



6 BASE DETAIL @ WALL TYPE F
SCALE: 3"=1'-0" REFER TO TCNA W248-23



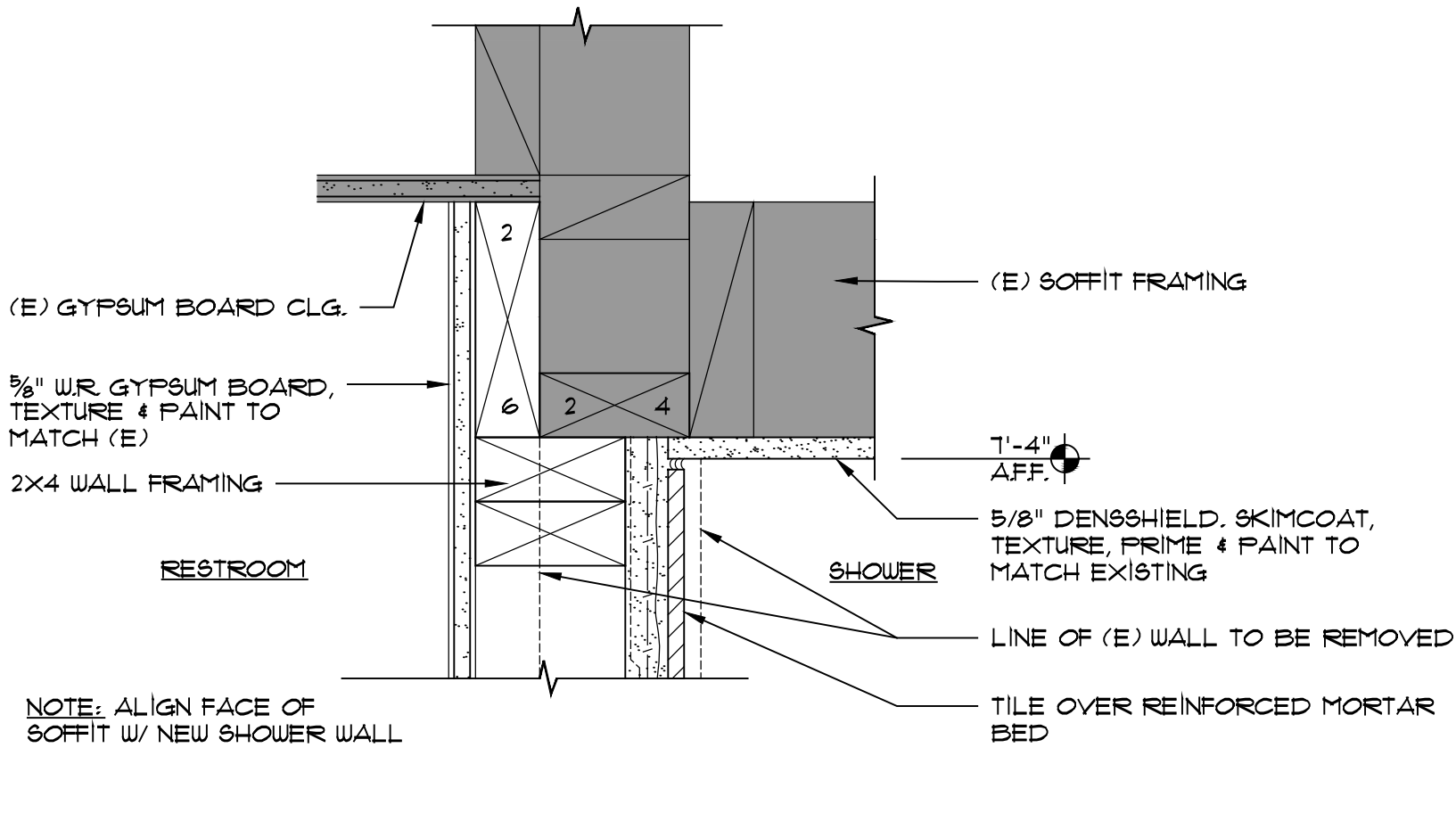
9 WAINSCOT TOP
SCALE: 6"=1'-0"



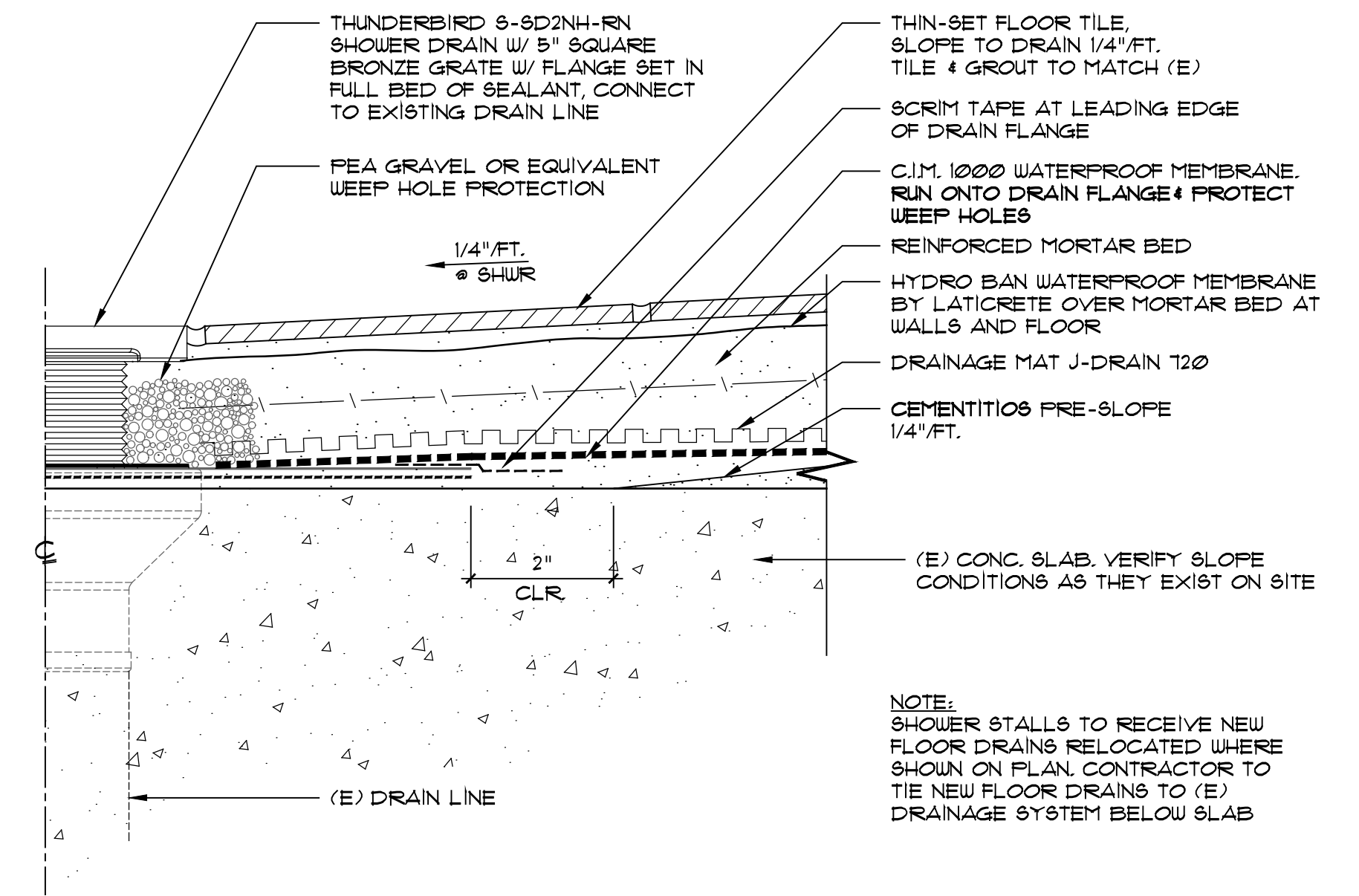
REVISIONS:

ALGA NORTE PARK
 BUILDING 3 - SHOWER REPAIRS

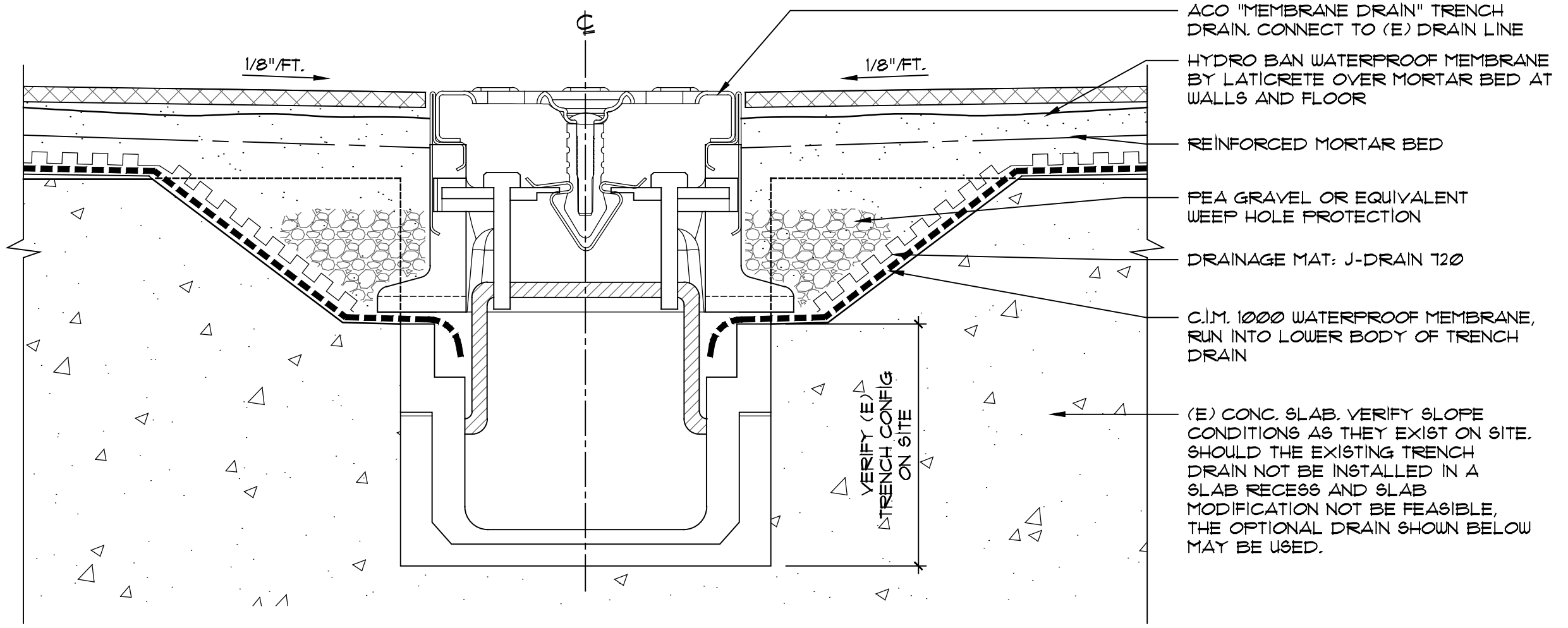
DETAILS



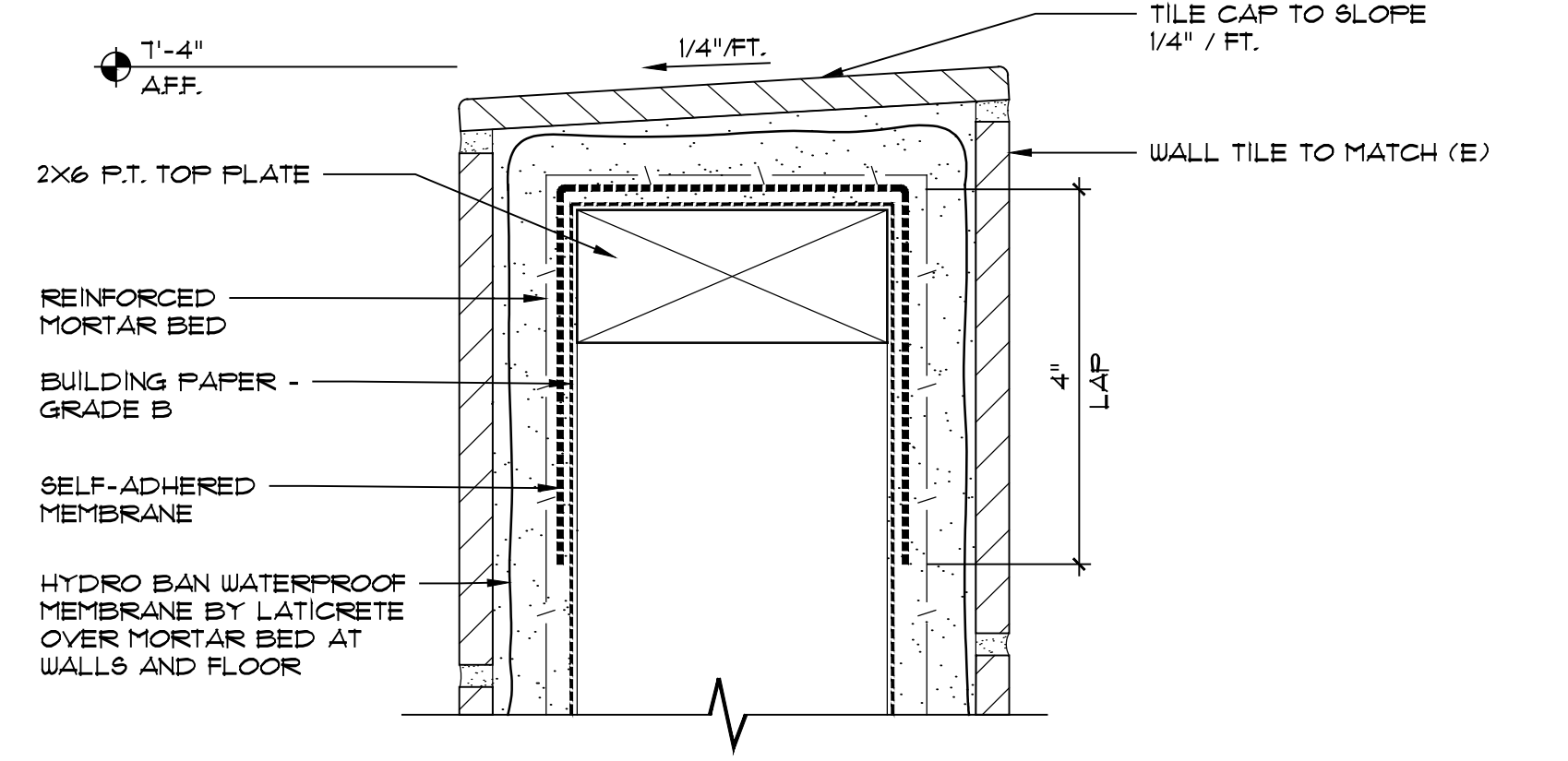
4 SOFFIT DETAIL (@ FAMILY RESTROOM)
 SCALE: 3"=1'-0"



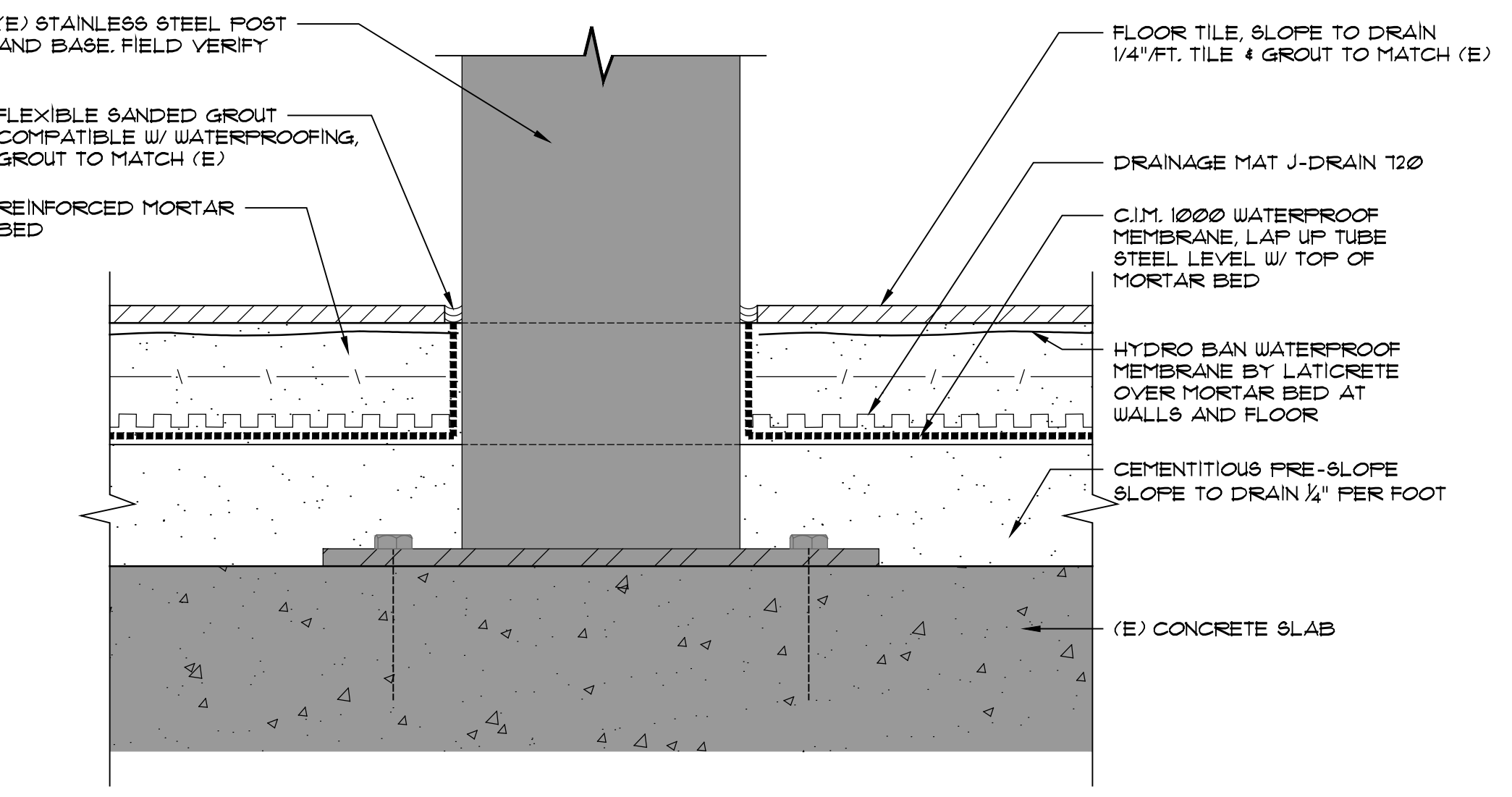
1 SHOWER DRAIN
 SCALE: 6"=1'-0" REFER TO TCNA B414-23



5 TRENCH DRAIN
 SCALE: 6"=1'-0"



2 SHOWER WALL TOP
 SCALE: 6"=1'-0"



3 STEEL POST BASE
 SCALE: 6"=1'-0" REFER TO TCNA B414-23

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|-----------------|-------------|
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| SCALE: | AS NOTED |
| SHEET NUMBER: | |

A3.5

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GENERAL NOTES

- ALL CONSTRUCTION, INCLUDING MATERIAL AND WORKMANSHIP, SHALL CONFORM TO THE PROVISIONS OF THE 2022 EDITION OF THE "CALIFORNIA BUILDING CODE" (CBC) AND STANDARDS REFERENCED THEREIN.
- ALL ASTM STANDARDS LISTED HEREIN, SHALL BE AS REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ARCHITECT SHALL IMMEDIATELY BE NOTIFIED IN WRITING, OF ANY DISCREPANCIES.
- STRUCTURAL DRAWINGS, AS PART OF CONTRACT DOCUMENTS, INDICATE INFORMATION SUFFICIENT TO CONVEY DESIGN INTENT. IF ERRORS, INCONSISTENCIES OR OMISSIONS ARE DISCOVERED A SOLUTION GIVEN BY THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.
- IN CASE OF CONFLICT, NOTES AND DETAILS OF THESE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE "GENERAL NOTES" AND/OR "STANDARD DETAILS".
- IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK, THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.
- WORKING DIMENSIONS SHALL NOT BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THESE STRUCTURAL DRAWINGS.
- CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE SHOWN, THEY DO NOT INDICATE METHOD OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EXCAVATION PROCEDURES, SHORING, BRACING AND ERECTION PROCEDURES COMPLYING WITH NATIONAL, STATE AND LOCAL SAFETY ORDINANCES DURING ALL PHASES OF CONSTRUCTION.
- CONDITIONS SHOWN OR NOTED AS EXISTING ARE BASED ON BEST INFORMATION AVAILABLE WHEN DRAWINGS ARE PREPARED. NO WARRANTY IS IMPLIED AS TO ACCURACY OF THESE EXISTING CONDITIONS.
- MODIFICATIONS OR SUBSTITUTIONS: DESIGN, MATERIALS, EQUIPMENT, AND PRODUCTS OTHER THAN THOSE INDICATED OR SPECIFIED MAY BE CONSIDERED FOR USE PROVIDED A WRITTEN REQUEST, SUBJECT TO REVIEW, IS SUBMITTED TO OWNER, ARCHITECT, ENGINEER, AND GOVERNING CODE AGENCY PRIOR TO ITS USE OR INCLUSION ON ANY SHOP DRAWINGS.

DESIGN CRITERIA

- CALIFORNIA BUILDING CODE 2022 EDITION.
- DESIGN LOADS:
 - A. WALL LIVE LOADS: UNIFORM = 5 PSF
 - B. WIND: - N/A INTERIOR REPAIR ONLY
 - C. SEISMIC FACTORS:

| | | |
|---|--------------------------------------|-------------------------------------|
| RISK CATEGORY = II (I _e = 1.0) | S _s (0.2 sec.) = 0.960%g | S _d (0.2 sec.) = 0.768%g |
| S ₁ (1.0 sec.) = 0.456%g | S _{D1} (1.0 sec.) = 0.456%g | |
| SITE CLASS = D (DEFAULT) | SEISMIC DESIGN CATEGORY = D | |
 - D. RAIN LOAD DATA:

| | |
|--------------------|----------------------------|
| RAIN INTENSITY i = | - N/A INTERIOR REPAIR ONLY |
|--------------------|----------------------------|
 - E. SNOW LOAD: GROUND SNOW LOAD P_g = 0 PSF
- FUTURE EXPANSION: NONE

REINFORCED CONCRETE

- PROVIDE NORMAL WEIGHT CONCRETE WITH MINIMUM 28-DAY CYLINDER COMPRESSIVE STRENGTHS. MINIMUM CEMENT CONTENTS AND SLUMPS FOR CONCRETES AT DIFFERENT LOCATIONS SHALL BE AS FOLLOWS:
 - 1A. THE MINIMUM 28-DAY CYLINDER STRENGTH SHALL BE 3000 PSI.
 - 1B. THE SLUMP SHALL BE 4 INCHES (+/- 1").
 - 1C. THE MINIMUM CEMENT CONTENT SHALL BE 550 LBS/CY.
 - 1D. EXPOSURE CLASSIFICATION: F0, S0, W0, C0
- MAXIMUM ALLOWED SHRINKAGE (28 DAY TEST) IS 0.045% WHEN TESTED ACCORDING TO ASTM C157 OR C157 MODIFIED. USE SHRINKAGE REDUCING OR COMPENSATING ADMIXTURE/CEMENT AS NEEDED. IN THE ABSENCE OF SHRINKAGE DATA PROVIDE ADMIXTURE AT MANUFACTURERS RECOMMENDED ADDITION RATE.
- PERFORM ALL CONCRETE WORK IN COMPLIANCE WITH ACI 301. MINIMUM CEMENT CONTENT SHALL COMPLY WITH ACI 301 TABLE 4.2.2.1.
- MATERIAL SPECIFICATIONS, UNLESS OTHERWISE NOTED:

| MATERIAL | ASTM | STANDARD |
|--|------|----------|
| 4A. PORTLAND CEMENT, TYPE II/V, LOW ALKALI | | C150 |
| 4D. NORMAL WEIGHT AGGREGATES | | C33 |
| 4F. CHEMICAL ADMIXTURES: | | |
| WATER REDUCING AND SETTING TIME MODIFICATION | | C494 |
| PRODUCING FLOWING CONCRETE | | C1017 |
| 4G. MIXING WATER | | C1602 |
- AGGREGATES USED IN CONCRETE SHALL BE OBTAINED FROM THE SAME SOURCES AND HAVE THE SAME SIZES AS USED IN THE CONCRETE REPRESENTED BY SUBMITTED HISTORICAL DATA OR TRIAL MIXTURES.
- READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
- MINIMUM CONCRETE COVER (IN INCHES) FOR REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS NOTED:

| LOCATION (TYPE OF CONCRETE) | INCHES |
|--|--------|
| A. CAST IN-PLACE CONCRETE (NONPRESTRESSED): | |
| 1. CAST AGAINST AND PERMANENTLY IN CONTACT WITH GROUND | 3 |
| 2. FORMED SURFACES EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: | |
| #6 THROUGH #18 BARS | 2 |
| #5 BAR, W31 OR D31 WIRE, AND SMALLER | 1 1/2 |
| 3. NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: | |
| SLABS, WALLS, JOISTS | 3/4 |
| BEAMS, COLUMNS PEDESTALS AND TENSION TIES | 1 1/2 |

- REFER TO ARCHITECTURAL DRAWINGS FOR MOLDS, GROOVES, ORNAMENTS, CLIPS OR GROUNDS REQUIRED TO BE CAST IN THE CONCRETE AND FOR EXTENT OF DEPRESSIONS, CURBS AND RAMPS.
- ALL VERTICAL SURFACES OF CONCRETE ABOVE FINISHED GRADE SHALL BE FORMED.
- CARE SHALL BE TAKEN TO PROVIDE PROPER CONCRETE CURING IN AN EFFORT TO MINIMIZE SHRINKAGE CRACKING.

REINFORCING STEEL

- ALL REINFORCEMENT SHALL CONFORM TO GRADE 60 OF ASTM A615, DEFORMED BARS. ALL REINFORCEMENT TO BE WELDED OR SPECIFICALLY REFERENCED SHALL CONFORM TO ASTM A706, DEFORMED BARS.
- DETAILS OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH CHAPTER 25 OF THE AMERICAN CONCRETE INSTITUTE (ACI) 318 AND ACI 319 UNLESS NOTED.
- REINFORCING STEEL DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE". BEND REINFORCING STEEL COLD UNLESS OTHERWISE ACCEPTED BY ENGINEER.
- ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE BEFORE PLACING CONCRETE OR GROUT.

ADHESIVE (EPOXY) AND POST INSTALLED DRILLED ANCHORS

- PROVIDE ANCHORS WITH THE TYPE, DIAMETER AND MINIMUM EMBEDMENT DEPTH AS NOTED ON THE DRAWINGS. SUBSTITUTIONS ARE NOT ALLOWED WITHOUT APPROVALS FROM THE STRUCTURAL ENGINEER AND BUILDING OFFICIAL.
- SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE.
- ANCHORS TO BE INSTALLED IN HOLES DRILLED AND PREPARED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- MANUFACTURER'S REQUIRED MINIMUM EDGE DISTANCES AND SPACINGS SHALL NOT BE VIOLATED UNLESS DETAILED OTHERWISE.
- ADHESIVE ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII). INSTALLATION SHALL BE PERFORMED BY PERSONNEL TRAINED TO INSTALL ADHESIVE ANCHORS.
- ACI/CRSI ADHESIVE ANCHOR INSTALLER CERTIFICATION IS REQUIRED FOR HORIZONTAL OR UPWARDLY INCLINED ANCHORS SUPPORTING SUSTAINED TENSION LOADS.
- WHEN INSTALLING ANCHORS IN EXISTING REINFORCED CONCRETE OR MASONRY, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING EXISTING REINFORCING STEEL.

EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED ON THE DRAWINGS THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING STRUCTURAL DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS, BY GPR, X-RAY, CHIPPING OR OTHER MEANS.

- ANCHOR LENGTHS SHOWN FOR ATTACHMENT TO CONCRETE AND/OR MASONRY ARE REQUIRED EMBEDMENT LENGTHS. CONTRACTOR TO PROVIDE ADDITIONAL LENGTH TO FACILITATE THE REQUIRED CONNECTION.
- ADHESIVE ANCHORS REQUIREMENTS, UNLESS SPECIFICALLY NOTED:
 - HOLE DRILL METHOD - ROTARY IMPACT DRILL OR ROCK DRILL (NO CORE DRILL)
 - CONCRETE MINIMUM COMPRESSIVE STRENGTH AT TIME OF INSTALLATION - 2500 PSI
 - CONCRETE AT TIME OF INSTALLATION - 21 DAYS
 - MOISTURE CONTENT OF CONCRETE - DRY
 - PEAK IN-SERVICE TEMPERATURE - 104 DEGREES
 - HOLE PREPARATION - METHOD TO BE SELECTED FROM MPII

COLD FORMED STEEL FRAMING

- ALL COLD FORMED STEEL COMPONENTS (STUDS, TRACK, BRIDGING AND ACCESSORIES) SHALL BE BY A STEEL STUD MANUFACTURERS ASSOCIATION (SSMA) SUPPLIER. ALTERNATIVELY, METAL STUDS MUST BE OF EQUAL OR GREATER EQUIVALENT SECTIONS. SHALL BE ICC APPROVED AND SHALL BE APPROVED BY THE ENGINEER.
- COMPONENTS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF "NORTH AMERICAN STANDARD FOR COLD-FORMED STEEL STRUCTURAL FRAMING" (AISI S240-15) BY THE AMERICAN IRON AND STEEL INSTITUTE. STRUCTURAL PRODUCTS SHALL MEET THE MINIMUM COATING REQUIREMENTS OF ASTM C955 (CP60 COATINGS), AND SHALL BE FABRICATED USING COLD ROLLED STEEL CONFORMING TO ASTM A653 OR A1003. STEEL EXPOSED TO WEATHER AND WHEREVER NOTED SHALL BE GALVANIZED G90. THE STEEL SHALL COMPLY WITH THE FOLLOWING MINIMUM GRADES:

| | |
|--|------------------------------|
| A. STUDS - 43 MILS (18GA) AND LIGHTER SS GRADE 33, 33KSI MIN YIELD | |
| B. TRACKS | SS GRADE 33, 33KSI MIN YIELD |
| C. ALL MISCELLANEOUS STEELS | SS GRADE 33, 33KSI MIN YIELD |
- ALL STUDS SHALL HAVE FULL BEARING AGAINST INSIDE TRACK WEB PRIOR TO STUD AND TRACK ATTACHMENT. SPLICES IN LOADED MEMBERS SHALL NOT BE PERMITTED.

- SHEATHING SHALL BE ATTACHED TO BOTH FACES OF METAL WALL STUDS THROUGHOUT THEIR LENGTH. U.O.N. BRIDGING SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE LATERAL BRIDGING WHERE SHEATHING DOES NOT OCCUR AND AS FOLLOWS:
 - A. FOR WALLS WITH NO AXIAL LOAD, PROVIDE BRIDGING AT MID-HEIGHT FOR WALLS LESS THAN 10'-0" HIGH, AND AT 5'-0" O.C. FOR WALLS GREATER THAN 10'-0" HIGH.
 - B. SOLID BLOCKING MAY BE INSTALLED IN LIEU OF BRIDGING WHERE NOTED ON THE DRAWINGS.
- SCREWED COLD FORMED TO COLD FORMED CONNECTIONS SHALL BE WITH SELF-DRILLING SCREWS PER ICC ESR-2196 OR ICC APPROVED EQUIVALENT. SCREWS SHOULD BE INSTALLED AND TIGHTENED IN ACCORDANCE WITH SCREW MANUFACTURER'S RECOMMENDATIONS, WITH A PENETRATION MINIMUM OF 3 EXPOSED THREADS.
- TRACKS AND LEDGERS SHALL BE UNPUNCHED WITH GAUGE TO MATCH FRAMING UNLESS NOTED OTHERWISE.
- SHOTPINS SHOWN ON PLANS SHALL MEET THE FOLLOWING ICC APPROVALS:

| ATTACHMENT TO | FASTENERS |
|---------------|-------------------------|
| A. CONCRETE | HILTI X-U, ICC ESR-2269 |
- MINIMUM SHOTPIN EDGE AND SPACING SHALL BE:

| ATTACHMENT TO | SPACING, O.C. | EDGE DISTANCE |
|---------------|---------------|---------------|
| A. CONCRETE | 4" | 3" |
- UTILITY PUNCH HOLES IN STUDS SHALL BE LOCATED AWAY FROM CONNECTIONS.

WOOD NOTES

- SAWN WOOD MEMBERS SHALL BE DOUGLAS FIR-LARCH, S4S, CONFORMING TO CBC SECTION 2303.1.1 AND SHALL BE GRADED UNDER "WMPA" OR "WCLIB" STANDARDS. ACCEPTABLE SPECIES MARKS ARE DOUGLAS FIR AND WESTERN LARCH. NORTH (N) OR SOUTH SPECIES ARE NOT ACCEPTABLE.
PROVIDE LUMBER WITH A 19% MAXIMUM MOISTURE CONTENT. LUMBER SHALL BE STAMPED:
S_DRY, KD, KD_LHT 19% MAXIMUM MOISTURE CONTENT
- WOOD GRADES, UNLESS NOTED, SHALL BE AS FOLLOWS:

| MEMBERS | GRADE |
|------------------------|-------|
| ALL 2x's, 3x's, & 4x's | #2 |
| ALL 6x's | #1 |
- SIMPLE SPAN WOOD MEMBERS, NOT SHOP CAMBERED, SHALL BE ERECTED WITH THE NATURAL CAMBER UP. FOR CANTILEVERED WOOD MEMBERS, CONSULT WITH ENGINEER.
- ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE IN COMPLIANCE WITH CBC SECTION 2303.1.8. PRESSURE TREATED WOOD SHALL BE TREATED IN ACCORDANCE WITH AWPA STANDARD U1 TO THE REQUIREMENTS OF USE CATEGORY 3B (UC3B) UNLESS OTHERWISE NOTED. CHEMICALS FOR PRESSURE TREATMENT SHALL NOT CONTAIN ACZA, BE AMMONIA BASED OR HAVE A HIGH LEVEL OF CHEMICAL CONTENT.
- ALL SILLS OR PLATES BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR (P.T.D.F.) PER CBC SECTION 2303.1.9 AND SHALL HAVE A MINIMUM OF 5/8" DIAMETER ANCHOR BOLTS:
 - A. PLACED 9 INCHES FROM ENDS, SPLICES, OR NOTCHES.
 - B. SPACED AT A MAXIMUM SPACING 48 INCHES.
 - C. SEE PLANS FOR ADDITIONAL REQUIREMENTS AT SHEAR WALLS.
 - D. ALL ANCHOR BOLTS MUST HAVE SIMPSON 'BP' PLATE WASHERS.
 - E. HOLDDOWN RODS ARE NOT COUNTED TO BE ANCHOR BOLTS.
- FRAMING HARDWARE, ANCHORS, POST CAPS, COLUMN BASES, ETC. SHALL BE AS MANUFACTURED BY "SIMPSON COMPANY" OR AN APPROVED EQUAL.
- WOOD SCREWS SHALL CONFORM TO THE BENDING YIELD STRENGTH REQUIREMENTS OF ASTM F1667 SUPPLEMENT S1 AND THE DIMENSIONAL REQUIREMENTS OF ANSI/ASME B18.6.1.
- NAILING OF SAWN WOOD MEMBERS, UNLESS OTHERWISE SHOWN ON THE DRAWINGS, SHALL CONFORM TO CBC TABLE 2304.10.1.
- UNLESS SPECIFIED TO BE SINKER BY HARDWARE MANUFACTURER, NAILS SHALL BE COMMON NAILS CONFORMING TO CBC SECTION 2303.6. ALL NAILS SHALL HAVE FULL CONCENTRIC HEADS (NO CLIPPED OR NOTCHED HEAD NAILS). NAIL DIAMETER AND MINIMUM PENETRATION SHALL BE AS FOLLOWS:

| NAIL | DIAMETER | MIN. PENETRATION |
|------------|----------|------------------|
| 8d | 0.131" | 1 5/8" |
| 10d | 0.148" | 1 3/4" |
| 16d Sinker | 0.148" | 1 3/4" |
| 16d | 0.162" | 2" |

CONTRACTOR RESPONSIBILITY

- IN ACCORDANCE WITH STANDARD PRACTICE, THE GENERAL CONTRACTOR PROVIDES AND IS RESPONSIBLE FOR THE LABOR, MATERIALS AND EQUIPMENT FOR THE EXECUTION AND QUALITY CONTROL OF THE WORK AS SHOWN IN THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTION AND PROGRAMS ASSOCIATED WITH THE CONSTRUCTION WORK.
- THE CONTRACTOR IS RESPONSIBLE TO CONSTRUCT THE BUILDING STRUCTURE IN ACCORDANCE WITH CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE TO CHECK AND CONFIRM THAT CONSTRUCTION CONFIRMS TO THESE DOCUMENTS AND SHALL RECORD AND REPORT ERRORS AND OMISSIONS IN CONSTRUCTION TO THE ENGINEER FOR REVIEW.

- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR QUALITY CONTROL OF ITS OWN AND ITS SUBCONTRACTOR'S WORK. THE GENERAL CONTRACTOR SHALL MAINTAIN OVERALL RESPONSIBILITY FOR CONFORMANCE OF THE WORK TO THE CONTRACT DOCUMENTS.
- EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF THE COMPONENTS REQUIRING SPECIAL INSPECTION SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND OWNER PRIOR TO THE COMMENCEMENT OF WORK IN ACCORDANCE WITH SECTION 1704.4.

STRUCTURAL OBSERVATION

- IN ACCORDANCE WITH CBC SECTION 1704.6, STRUCTURAL OBSERVATION IS NOT REQUIRED.

SPECIAL INSPECTION, 2022 CBC

THE FOLLOWING REQUIREMENTS SHALL BE MET FOR SPECIAL INSPECTION:

- SPECIAL INSPECTIONS AND INSPECTION REPORTING SHALL CONFORM TO CBC CHAPTER 17.
- SPECIAL INSPECTIONS ARE IN ADDITION TO BUILDING OFFICIAL INSPECTIONS REQUIRED BY CBC SECTION 108. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY A CITY INSPECTOR.
- THE SPECIAL INSPECTOR SHALL BE APPROVED BY THE BUILDING OFFICIAL.
- UNLESS NOTED BELOW OR AS PERMITTED BY THE CBC, ALL SPECIAL INSPECTIONS ARE CONTINUOUS INSPECTIONS. WHERE PERIODIC INSPECTIONS ARE ALLOWED, INSPECTIONS SHALL OCCUR DAILY.
- DESIGN STRESSES AND MATERIAL GRADES SHALL BE PER THE NOTES ELSEWHERE ON THIS SHEET.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR INSPECTION AGENCY AT LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.
- SPECIALLY INSPECTED WORK THAT IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE.
- A "PROPERTY OWNER'S FINAL REPORT" FORM FOR WORK REQUIRING TO HAVE SPECIAL INSPECTIONS, TESTING AND STRUCTURAL OBSERVATIONS MUST BE COMPLETED BY THE PROPERTY OWNER, PROPERTY OWNER'S AGENT OF RECORD, ARCHITECT OF RECORD OR ENGINEER OF RECORD AND SUBMITTED TO THE INSPECTION SERVICES DIVISION.

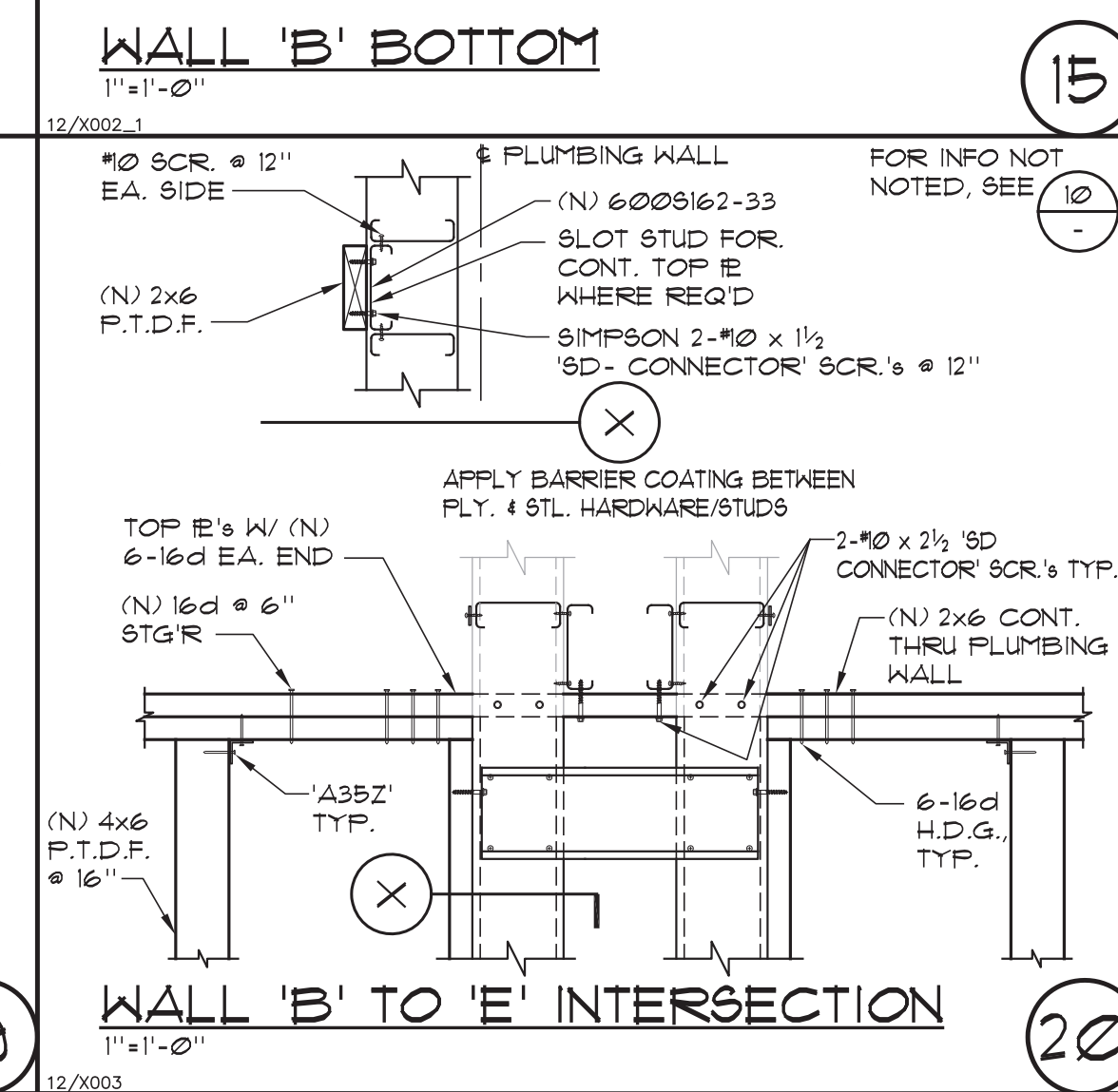
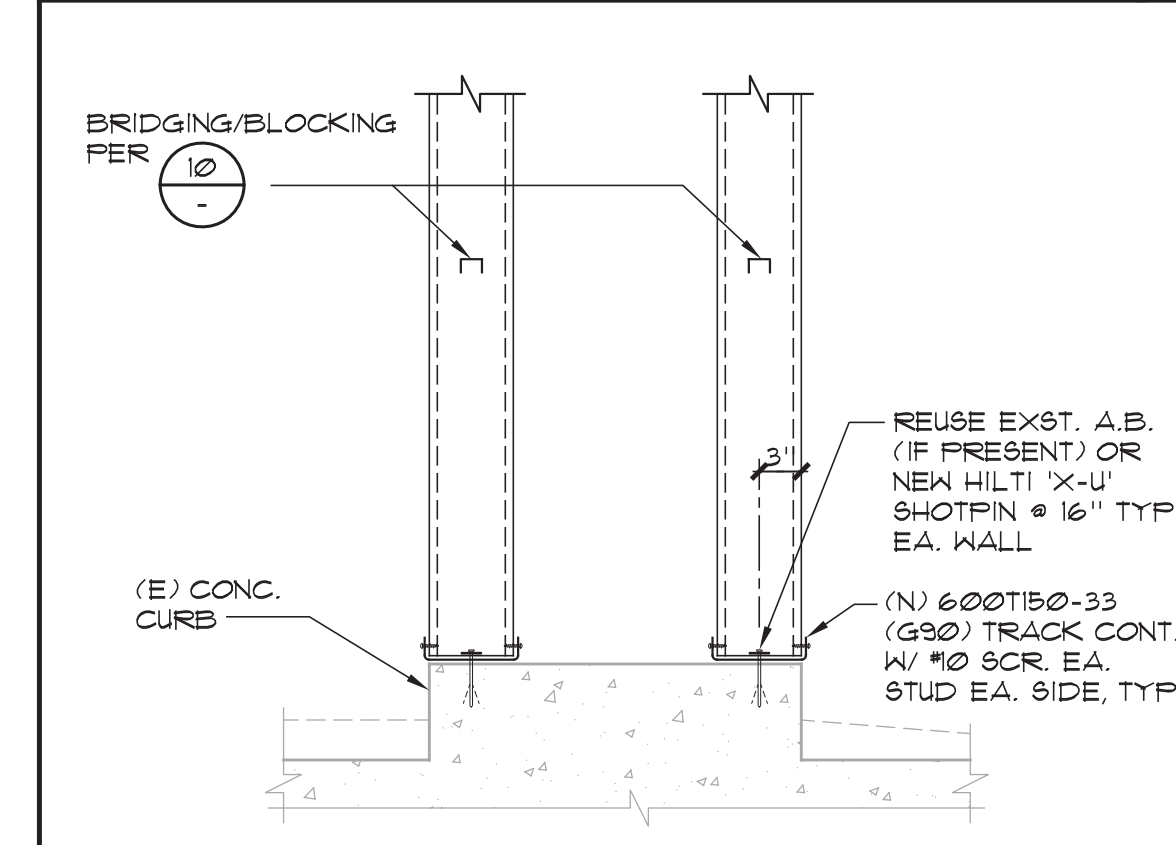
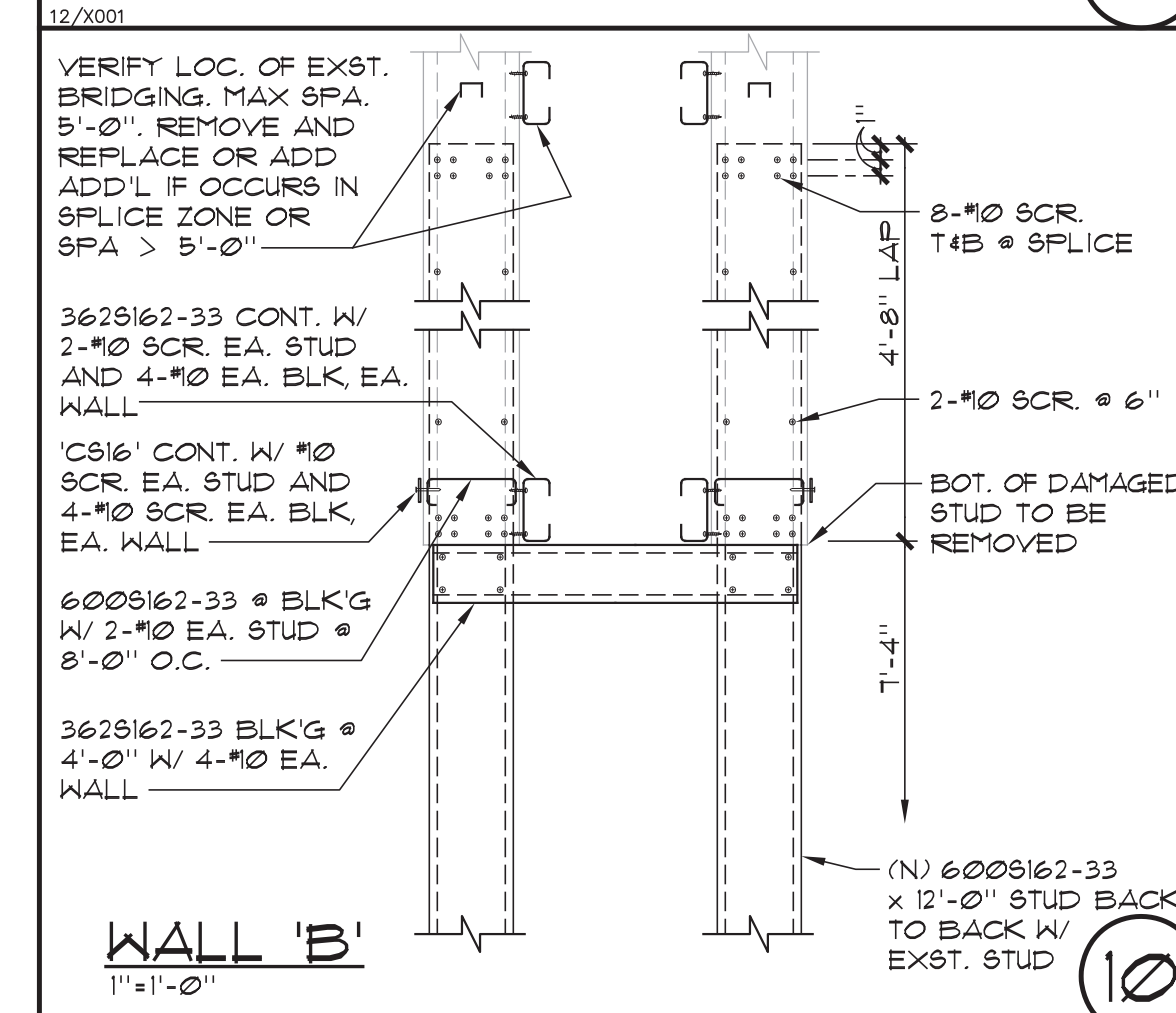
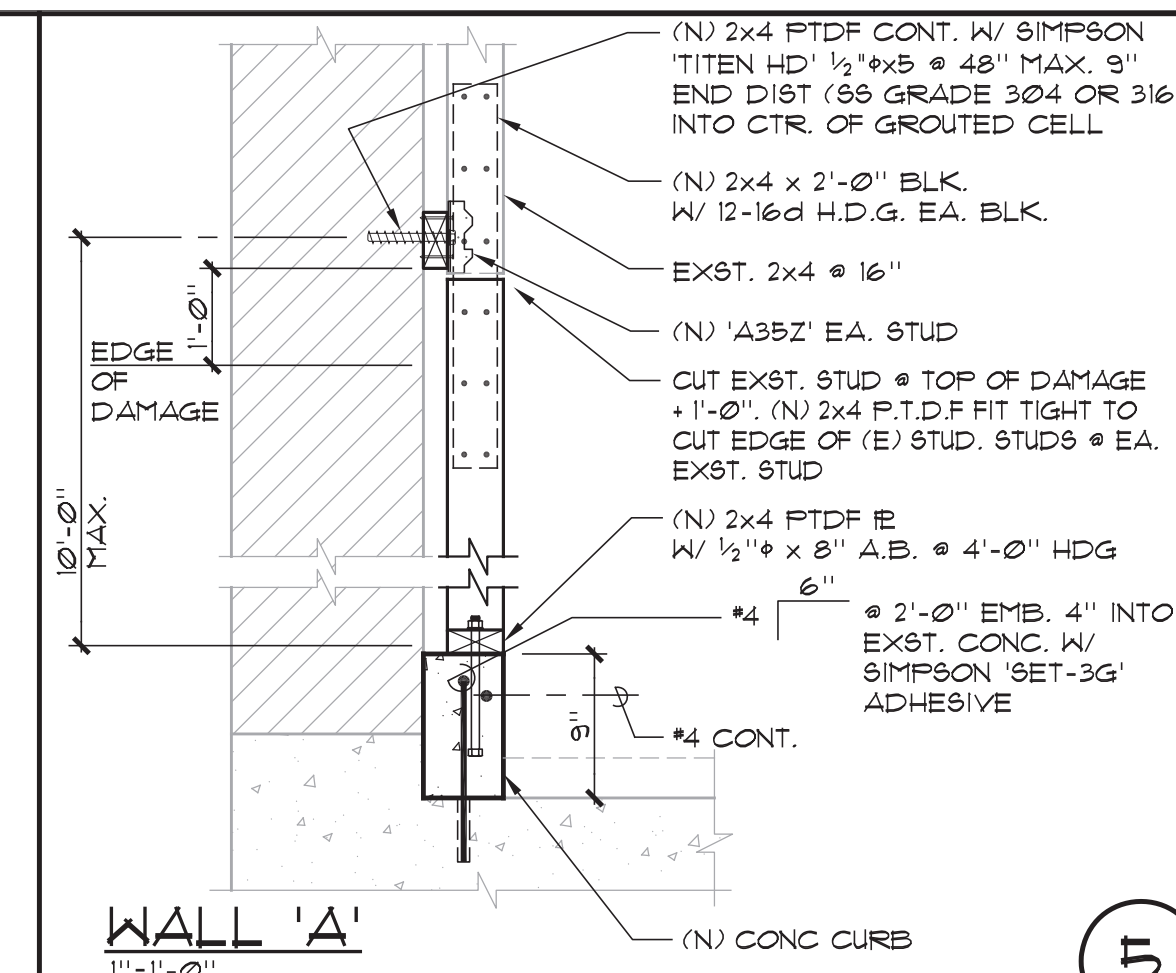
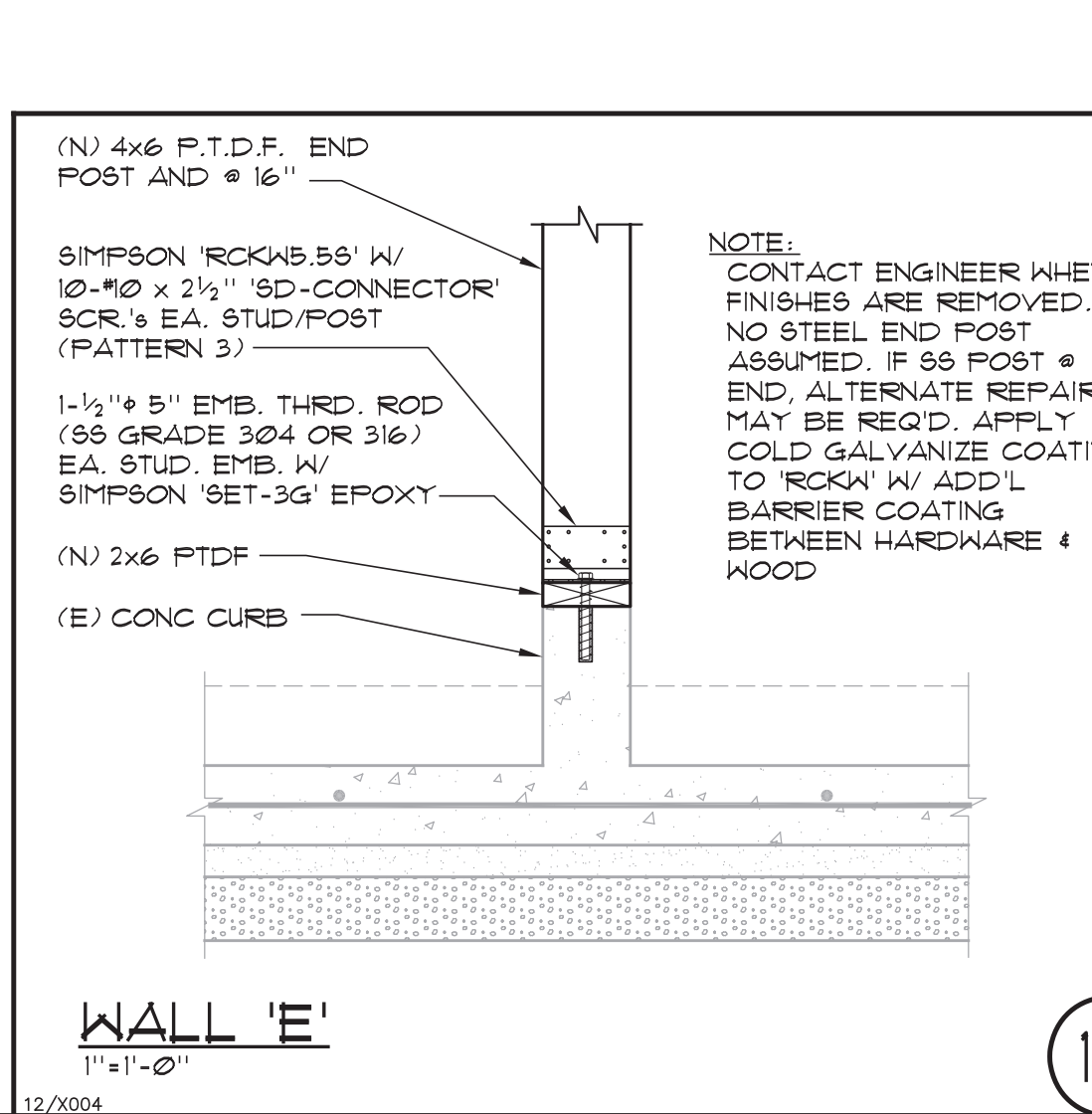
SCHEDULE OF SPECIAL INSPECTION, 2022 CBC

NOTATION USED IN TABLE:

- X IS PLACED IN THE APPROPRIATE COLUMN TO DENOTE EITHER "C" CONTINUOUS OR "P" PERIODIC INSPECTIONS.
- C INDICATED CONTINUOUS INSPECTION IS REQUIRED.
- P INDICATES PERIODIC INSPECTIONS REQUIRED.
- DENOTES AN ACTIVITY THAT IS EITHER A ONE-TIME ACTIVITY OR ONE WHOSE FREQUENCY IS DEFINED IN SOME OTHER MANNER.

ADDITIONAL DETAIL REGARDING INSPECTIONS AND TESTS ARE PROVIDED IN THE PROJECT SPECIFICATIONS OR NOTES ON THE DRAWINGS. REFER TO THE RESPECTIVE CBC TABLE/SECTION FOR ADDITIONAL INFORMATION AND REFERENCED STANDARDS.

| Testing, Inspection & Verification Task | Frequency | Notes |
|--|-----------|-------|
| | C | P |
| Section 1705.3 - Concrete Construction | | |
| 4. Inspection of anchors post-installed in hardened concrete members. | | X |
| a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads. | X | |
| b. Mechanical anchors and adhesive anchors not defined in 4a. | | X |



| REVISIONS | BY |
|-----------|----|
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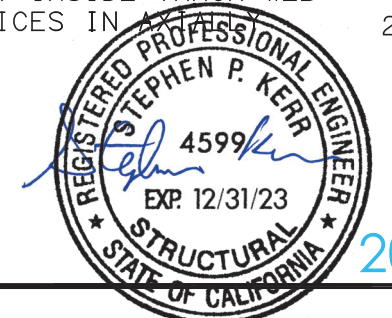
ALGA NORTE
BUILDING 3 - SHOWER/RESTROOM REPAIRS
CARLSBAD, CALIFORNIA

6370 Laak Blvd. Suite F200 San Diego, CA 92121/2753 858-558-2181 Fax 858-2188

JOSEPHSON WERDOWATZ & ASSOCIATES, INCORPORATED
Consulting Structural Engineers

BUILDING 3 SHOWER ROOM
STRUCTURAL NOTES AND DETAILS

Date 9/21/2023
Scale AS NOTED
Drawn MD8
Job L0054
Sheet **S1**
Of Sheets



2023-09-21

Appendix A

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or is otherwise exempted, and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____