

Schulman Auditorium and Cannon Art Gallery - AudioVisual Update

Carlsbad City Library

Technology Upgrades



Schulman Auditorium and Cannon Art Gallery - Audio/visual Update

1775 Dove Ln.
Carlsbad CA 92011

Revision Schedule
No. Revision Issue Date

Drawing Set Issue Schedule
Description Issue Date
Construction Documents 28 Nov 2023

domustudio architecture

Title Sheet

T001

Demolition Notes

- The word "Demolish" shall mean to remove. Make good existing any surface damaged during demolition and disposal of the demolished materials off site entirely at the general contractors expense.
- Extent of demolition work is only graphically shown, full scope of demolition work shall be determined by the general contractor to accommodate new construction.
- Refer to consultants plans for additional demolition notes.
- Refer to plans and details for the interface between new and existing construction, in order to determine the full scope of demolition.
 - Verify Existing Conditions
- The drawings reflect general information only. Examine the site to determine the exact existing conditions, character and extent of the work to be performed and operations required. Verify the location of existing utilities prior to demolition and start of work.
- Verify existing dimensions before proceeding with the work. Obtain field measurements for work required to be accurately fitted to other construction. Contractor's responsible for the accuracy of such measurements and precise fitting and assembly of finished work.
- Verify that items to be recessed or semi-recessed in existing walls can be installed properly prior to ordering such items.
- Notify the architect in writing of any discrepancies prior to proceeding with any work.
 - Protection
- Protect all existing and new construction especially finishes, equipment and adjacent work which is to remain or to be reused from damage.
- Provide weather protection and waterproofing as needed to prevent damage to remaining existing work and to new work.
- Erect and maintain temporary partitions as required to separate work areas from existing building. To prevent the spread of dust, debris, odors and noise.
- Protect all active utilities, fixtures, pipes and other appurtenances within building and site. Disconnect and cap pipes and services as required by company, utility, or local authority having jurisdiction, and as required for demolition work. Bypass utility services such as pipe and conduit before cutting, where such utility services are shown or required to be removed. After bypass and cutting, cap valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
- Provide barricades, maintenance and supervision thereof, in accordance with applicable federal, state and local codes and their respective requirements. Install temporary barricades, enclosures and protections before demolition work is started.
- If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- Protect adjoining property from damage during construction and demolition work. Provide protection for footings, foundations, walls, chimneys, skylights, and roofs. Control water runoff and erosion during construction or demolition activities.
- The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected, delivered not less than 10 days prior to the scheduled excavation starting date
- Removal of Material
 - All demolition as shown on these drawings and as required for a complete and proper installation of new work.
 - Remove debris and abandoned items from area and from concealed spaces. Remove rubbish and debris from project site and dispose of in a legal disposal site. Upon completion of work, leave area in clean condition.
 - Items that shall be removed and later reinstalled as indicated on the drawings, remove such items with care, protect and store to prevent damage. Replace material or items damaged in its removal with similar new material as required. Other materials and equipment removed from existing building or site shall not be reused in this project except with specific written approval by architect in each case.
 - Remove existing work items which are required to be removed in such a manner that minimum damage and disturbance is caused to adjacent and connection work scheduled to remain. Repair or replace, at the discretion of the architect, existing work scheduled to remain which is damaged by these operations.
 - Perform the removal, cutting, drilling of existing work with extreme care, in order not to jeopardize the structural integrity of the building. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Prevent movement of structure, provide bracing and shoring as required if structure appears to be in danger, cease work at once and notify the architect.
 - Drilling or cutting of columns, beams, joists, girders, elevated floor/roof slab, or other structural supporting elements will not be permitted, unless specifically approved by the architect.
 - Remove anchorage/s to at least 1/2 inch below the surface of concrete or masonry and patch depressions to provide a flush surface.
 - Maintain protected egress and access to the work at all times,
 - Patching and Replacing
 - Patch areas requiring patching, including damage caused by removing, relocating or adding fixtures and equipment, and damages caused by demolition of adjacent materials.
 - Replace and restore existing items which have been removed to allow the installation of new work. Restore exposed finishes to patched areas, U.N.O.
 - Match existing products, finishes, textures and work for patching and extending work, U.N.O. provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 - Where removal of partitions or wall results in adjacent spaces becoming one, rework floors, walls, and ceiling to a smooth plane without breaks, steps or bulkheads, unless specifically shown in the drawings. Patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
 - Where new work abuts or aligns with existing, perform a smooth and even transition, U.N.O. patched work to match existing adjacent work in texture, color and appearance. Repaint entire plane to achieve even uniform appearance.
 - When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and provide trim appropriate to the finished surface. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.
 - Where a 1/4 inch or more change in surface occurs, submit recommendations for providing smooth transition for architects review.

General Notes

- Do not scale drawings, dimensions prevail.
- Contractor shall field verify all existing conditions prior to bidding and construction.
- Contractor shall report in writing all conflicts, discrepancies, and defects promptly to the Architect and prior to proceeding with any subsequent work.
- Where details are not shown or referenced for part of the work, the details shall be the same as for other similar areas of work and the Architect shall be promptly notified of all such discrepancies.
- All products purchased for incorporation into the Work shall consist of items that have not previously been incorporated into another project or facility, or otherwise recycled, except that products consisting of recycled-content materials are allowed. All products shall be new at the time of construction unless explicitly stated otherwise.
- To prevent galvanic corrosion, provide separation between all items made of dissimilar metals and between metals and corrosive substrates, substances, or adhesives.
- The location of all devices installed in floor, on walls and ceilings, associated with mechanical electrical, fire protection, security and other such systems, including access panels, not specifically indicated on the drawings but part of the construction contract, shall be approved by the Architect. Failure to receive approval shall be cause for removal and relocation at no cost to the owner.
- Waste Management Plan Required. (CGBSC 5.408.1)
A minimum of 65 percent of the non-hazardous construction and demolition waste shall be recycled and/or salvaged for reuse. Contractor shall provide and coordinate a "Waste Management Plan" on site in accordance with the local jurisdiction's requirements and/or applicable building codes.
- Systems Manual Required. (CGBSC 5.410.2.5.1)
A "Systems Manual" that documents the operational aspects of the building systems shall be provided to the building owner or facilities operator.
- Operation and Maintenance (O&M) Manual Required. (CGBSC 5.410.4.5)
An "O&M Manual" that contains detailed operating and maintenance instructions to the owner, copies of warranties for each system, and copies of all inspection reports shall be provided to the building owner.

Special General Notes

- To promote clear communication in the field, all questions and clarifications shall be submitted, in writing, to the Architect in a timely manner. Official resolutions to these issues shall be issued in writing only.
- All work shall be performed in strict accordance with the highest standards of practice related to the trades involved, and shall be complete and properly coordinated with all adjacent or related work.
- The Contractor shall coordinate, anticipate the locations of, accommodate, and remedy conflicts between the framing and all lighting, mechanical registers, and all other recessed or surface-mounted fixtures prior to proceeding with subsequent work. The Contractor shall bear all cost associated with correcting all such conflicts.

Commercial Fire Notes

- General Requirements
 - All decorative materials shall be maintained in a flame retardant condition.
- Wall, floor and ceiling finishes and materials shall not exceed the flame spread classifications in CFC table 803.3. Decorative materials shall be properly treated by a product or process approved by the state Fire Marshal with appropriate documentation provided to the building official.
- Cutting, welding, or other hot work shall be in conformance with CFC Chapter 35.
 - Exiting
- Exits, exit signs, fire alarm panels, hose cabinets, fire extinguisher locations, and standpipe connections shall not be concealed by curtains, mirrors, or other decorative material.
- The egress path shall remain free and clear of all obstructions at all times. No storage is permitted in aisles.
- The exit path shall be illuminated at all times in accordance with CBC 1008. Emergency lighting shall be provided with 90-minute back-up, and not less than one footcandle at the walking surface.
- Exit doors shall be operable from the inside without the use of a key or any special knowledge or effort. Doors shall not be provided with thumb-turn locks or deadbolts that do not unlatch in tandem with the normal operating lever. The opening force for interior doors without closers shall not exceed 5 pounds. The unlatching and opening force for other doors, including fire doors, shall not exceed 15 pounds. CBC 1008
- The exit path shall be clearly identified with exit signs conforming to CBC 1011. Stairs serving 4+ stories shall have stairwell signs conforming to CBC 1022.3. Illuminated exit signs must have 90-minute emergency power back-up. Tactile signs shall be provided in commercial buildings, public buildings and accommodations, and publicly funded housing subject to CBC chapter 11B and shall conform to 11B-703, be located five feet above finish floor level and, whenever possible, on the strike side of the door. Lettering shall be between 5/8" and 2" high. CBC 1011.3

California Green Building Standards Notes

- Contractor shall prepare and submit to the regulating agency a "Waste Management Plan" that outlines the items listed in CGBSC Section 5.406.1. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency. (CGBSC sec. 5.408.1-4)
- A minimum of 50% of the non-hazardous construction waste is to be recycled and / or salvaged for reuse per CGBSC Section 5.408.1.
- Contractor to provide a building "Systems Manual" as listed in CGBSC Section 5.410.2.5. and deliver to the building owner or representative and the facilities operator. The "Systems Manual" shall contain the required features listed in CGBSC Section 5.410.2.5.1.
- During storage and rough installation, the ends of duct openings are to be sealed and mechanical equipment is to be covered to prevent dust, water and debris from entering the system per CGBSC Section 5.504.3.
- The installations of HVAC, refrigeration and fire suppression systems will not contain CFC's or halons, per CGBSC Sections 5.508-1 and 5.508.1.2.
- Adhesives, sealants, caulks: Adhesive and sealants used on the project shall meet the requirements of the following standards. (Section 5.504.4.1 of CALGREEN) Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers, and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 116B VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of CALGREEN. (Sec. 5.504.4.1)
- Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507.
- Architectural paints and coatings shall comply with Table 5.504.2 unless more stringent local limits apply (Section 5.504.3 of CALGREEN)
- Aerosol Paints and Coatings: Aerosol paints and coatings shall meet the Product-Weighted MIR Limits for ROC in section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances (CCR, Title 17, Section 94520 et seq.). (Section 5.504.4.3.1)
- The in-place HVAC system shall only be used during construction if necessary to condition the building or areas of alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction at the areas of improvement, use return air filters with a Minimum Efficiency Reporting Value (MERV) or 8, based on ASHRAE 52.2-1999, or an average efficiency of 30% based on ASHRAE 52.1-1992. Replace all filters immediately at the conclusion of construction.

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C.B.C. Table 601

Fire Resistance Rating Requirements for Building Elements (In hours)

Building Element	TYPE I		TYPE II		TYPE III		TYPE IV		TYPE V	
	A	B	A	B	A	B	A	B	A	B
Primary Structural Frame (f) (See Section 202)	3(a .b)	2(a .b,c)	1(b .c)	0(c)	1(b .c)	0	1(b .c)	0	HT	1 0
Bearing Walls Exterior (e,f) Interior	3 3(a)	2 2(a)	1 1	0 0	2 1	3 0	2 3	2 2	1/HT (g)	1 1
Nonbearing walls and partitions - exterior	SEE TABLE 705.5									
Nonbearing walls and partitions - interior (d)	0	0	0	0	0	0	0	0	SEE SEC 2304.11.2	0 0
Floor construction and associated secondary structural members (see Section 202)	2	2	1	0	1	0	2	2	HT	1 0
Roof construction and associated secondary structural members (see Section 202)	1-1/2 (b)	1 (b,c)	1 (b,c)	0 (c)	1 (b,c)	0	1-1/2	1	HT	1 (b,c)

C.B.C. Table 705.5

Fire resistance rating requirements for exterior walls based on fire separation distance (a,d,g)

	TYPE OF CONSTRUCTION	OCC GROUP H(e), L	OCC GROUP F-1, M, S-1(f)	OCC GROUP A, B, E, F-2, I, R(f), S-2, U(h)
X < 5 (b)	All	3	2	1
5 ≤ X < 10	IA, IVA Others	3 2	2 1	1 1
10 ≤ X < 30	IA, IB, IVA, IVB IIB, VB Others	2 1 1	1 0 1	1(c) 0 1(c)
X ≥ 30	All	0	0	0

Maximum Area of Exterior Wall Openings C.B.C. Table 705.8

Classification of Opening	0 < 3'	3' < 5'	5' < 10'	10' < 15'	15' < 20'	20' < 25'	25' < 30'	≥ 30'
Unprotected, Non-Sprinklered	Not Permitted	Not Permitted	10%	15%	25%	45%	70%	No Limit
Unprotected, Non-Sprinklered	Not Permitted	15%	25%	45%	75%	No Limit	No Limit	Not Required
Protected	Not Permitted	15%	25%	45%	75%	No Limit	No Limit	Not Required

Project Data

Project Description: Technology Upgrades to the Carlsbad City Library Schulman Auditorium and Cannon Art Gallery, including specialty lighting system upgrades, technology infrastructure improvements, new structural grid for gallery space, replacement access door, additional partitions for AV equipment closet, and minor interior finish maintenance.

Owner: City of Carlsbad

Project Address: 1775 Dove Ln.
Carlsbad CA 92011

Historic: No

Assessor's Parcel No.: -

Existing Use: Theater and Art Gallery

Proposed Use: Theater and Art Gallery (No Change)

Existing Occupancy: A-3

Proposed Occupancy: A-3 (No Change)

Existing Construction Type: II-B Sprinklered

Proposed Construction Type: II-B Sprinklered (No Change)

Allowable Area: No Change
Total Area of Work: +/- 4,400 sf

Allowable Height: No Change
Actual Height: 36' - 6" (No Change)

Allowable Stories: No Change
Actual Stories: 2 (No Change)

Governing Codes

It is the intent of these contract documents that the new construction of the project when completed shall conform to regulations at the time of plan check, of the following governing codes; perform all work in accordance with the latest edition of California administrative codes and the following adopted codes and regulations, and standards:

- California And Federal Occupational Health And Safety Act (OSHA)
- California Green Building Standards Code 2022
- California Building Code 2022 (CBC)
- California Mechanical Code 2022 (which Adopts The 2021 UMC) (CMC)
- California Plumbing Code 2022 (which Adopts The 2021 UPC) (CPC)
- California Electrical Code 2022 (which Adopts The 2020 NEC) (CEC)
- California Title 24 2022
- California Fire Code 2022 (which Adopts The 2021 IFC)
- National Fire Protection Assoc.
- American Concrete Code
- Americans with Disabilities Act
- TCNA Ceramic Tile Installation 2022
- Masonry Association
- California Energy Efficiency Standards 2022

Project Team

Owner: City of Carlsbad
1635 Faraday Ave
Carlsbad, CA 92008
442.339.2939
Contact: Steven Stewart

Architect: domustudio architecture
2800 Third Avenue
San Diego, CA 92103
619.692.9393 x15
Contact: Wayne Holtan

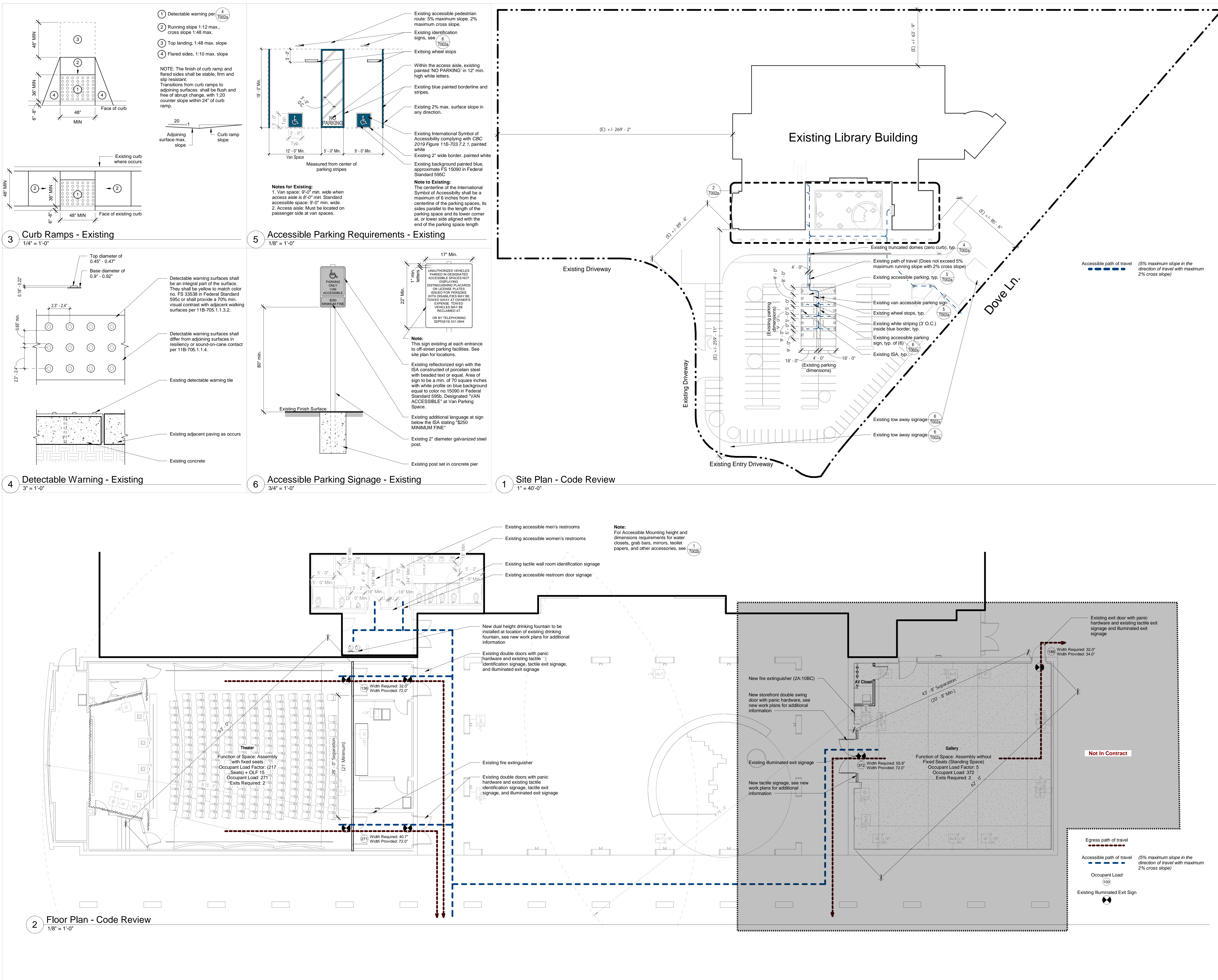
Structural Engineer: BWE
9449 Balboa Ave
San Diego, CA 92123
619.299.5550
Contact: Dave Adams

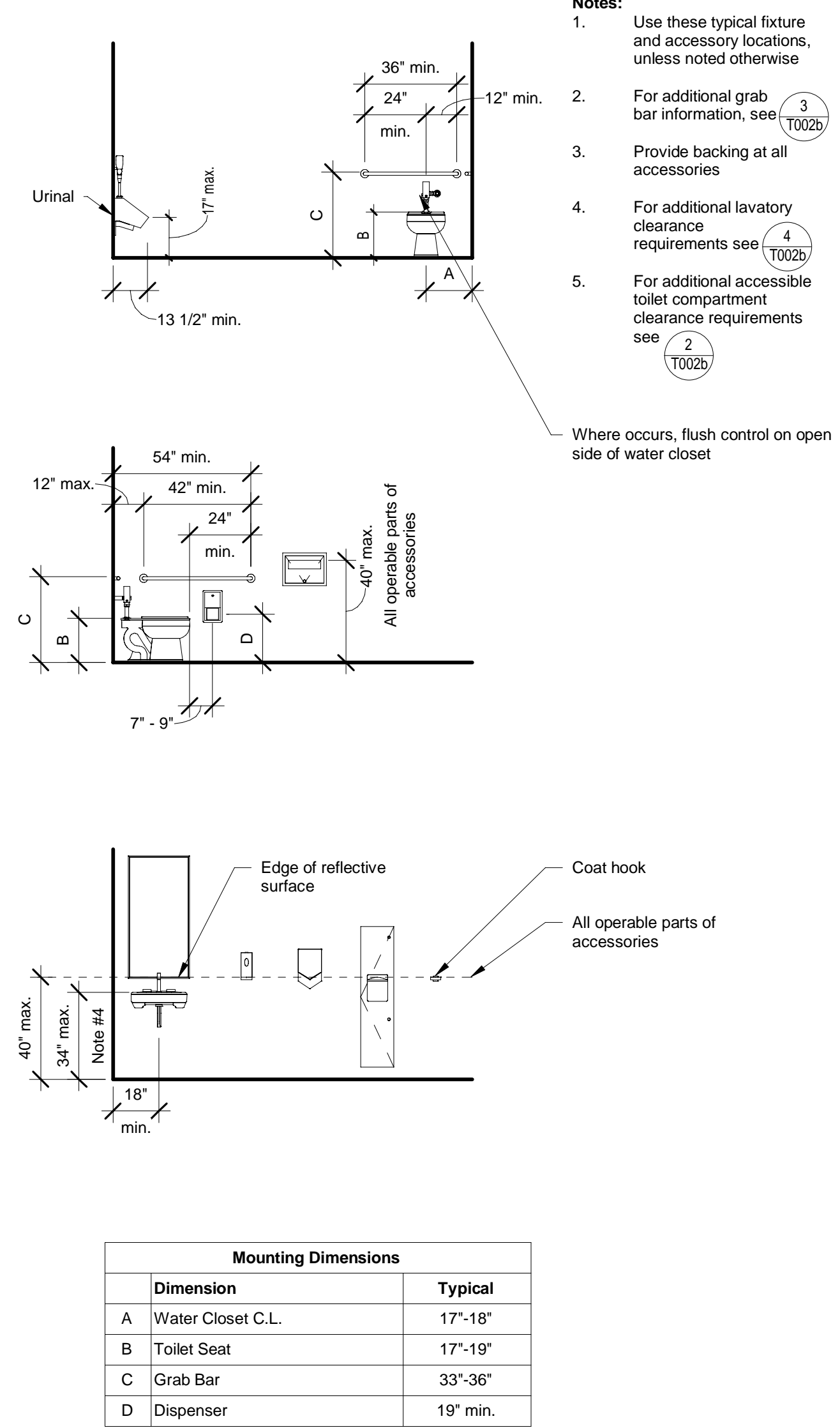
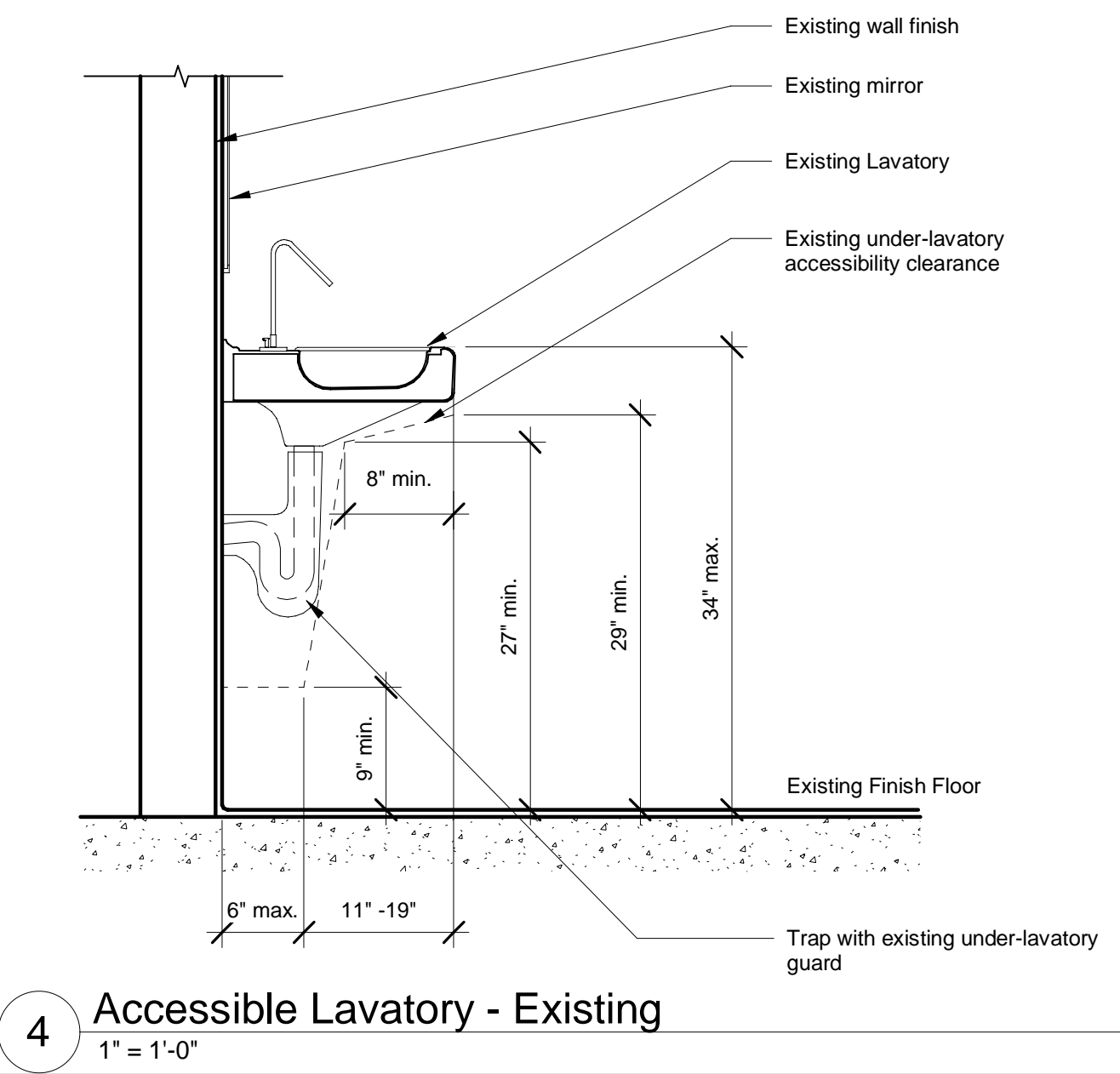
Electrical Engineer: Akela Engineering
858.812.9154
Contact: Guy Carpio

Audio/Visual Designer: Idibri
1935 N Marshall Ave
El Cajon, CA 92020
619.569.2027
Contact: Vance Breshars

Vicinity Map

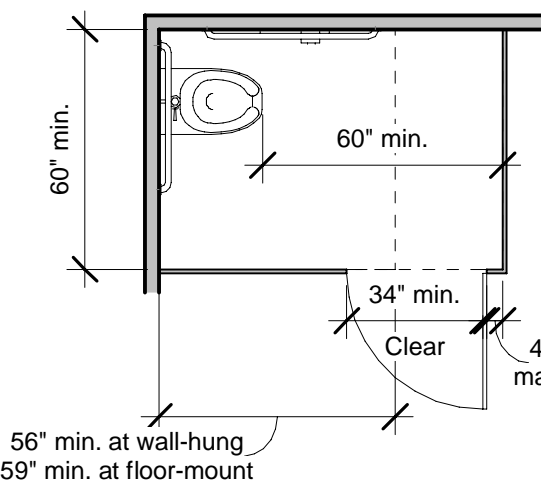






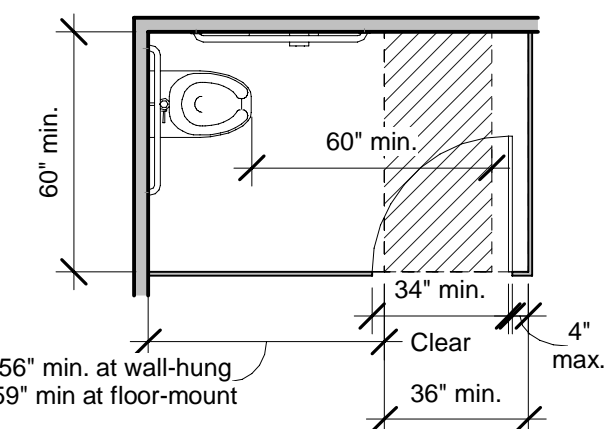
1 Restroom Mounting Requirements
1/4" = 1'-0"

Accessible Compartment Side Opening Outswing

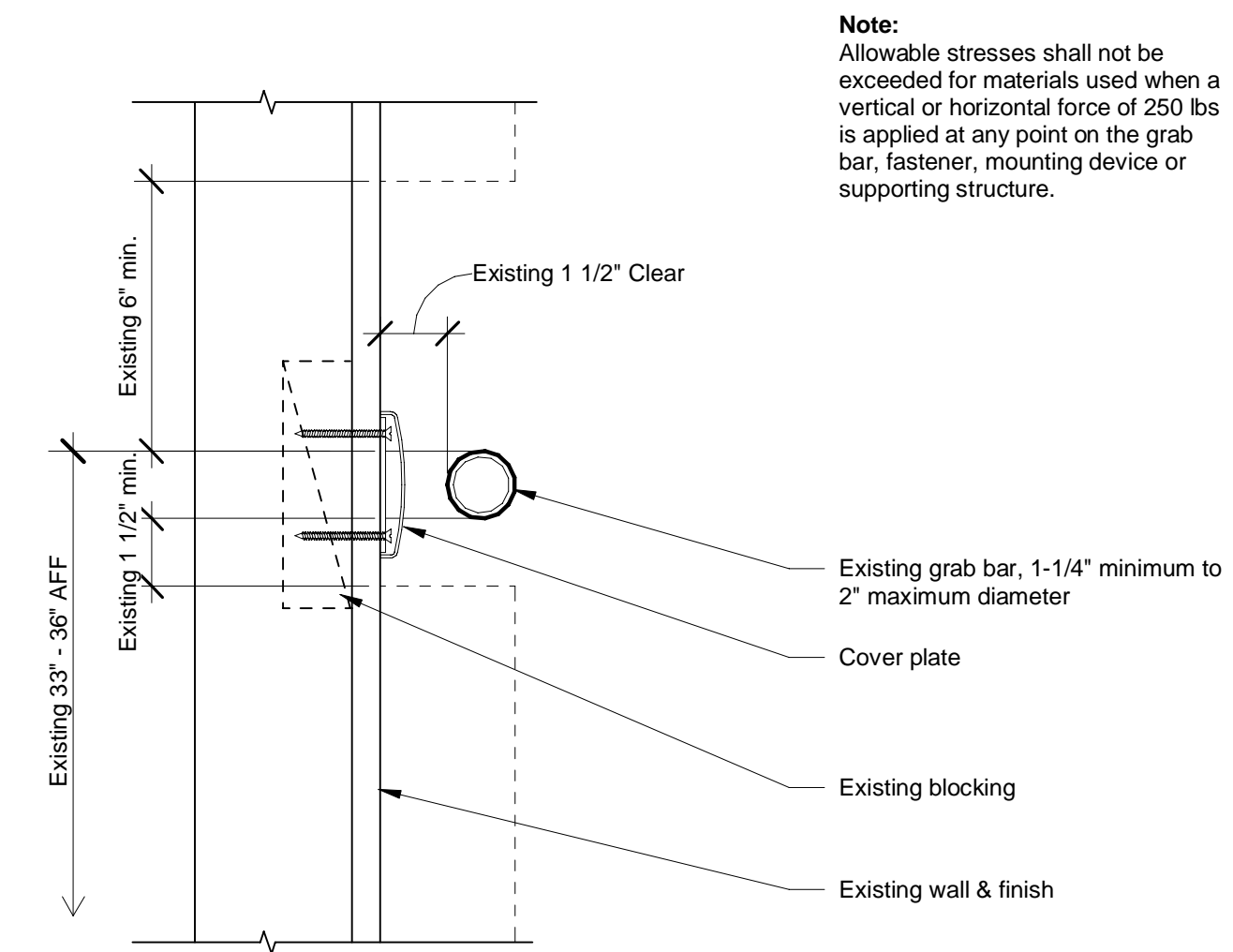


- Notes:
- Fixture and accessory mounting requirements per T002b.
 - Lavatory knee and toe clearance requirements per T002b.
 - All clearances measured to finish face of materials.
 - Doors shall be self-closing. Provide door pull on both sides of the door near the latch.

Accessible Compartment Side Opening Inswing



2 Accessible Toilet Compartment Dimensions - For Reference of Existing
1/4" = 1'-0"



3 Grab Bar Requirements - Existing
3" = 1'-0"



California

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

NONRESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

[illegible]

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

NONRESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

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California

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

NONRESIDENTIAL MANDATORY MEASURES, SHEET 3 (January 2023)

See T001 - California Green Building Standards Notes

5.504.4 FINISH MATERIAL POLLUTANT CONTROL. Adhesives, sealants, and caulks used on the project shall meet the requirements of Sections 5.504.4.1 through 5.504.4.6.

5.504.4.1 Adhesives, sealants and caulks. Adhesives, sealants, and caulks used on the project shall meet the requirements of the following standards:
1. Adhesive, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAMQO Rule 116B VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2. Such products also shall comply with the Rule 116B prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products as specified in subsection 2, below.

2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product; less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507.

TABLE 5.504.4.1 - ADHESIVE VOC LIMIT:

Less Water and Less Exempt Compounds in Grams per Liter

ARCHITECTURAL APPLICATIONS	CURRENT VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVES	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT SPECIFICALLY LISTED	50
PRIORITY APPLICATIONS	
SPV WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTHWEST COAST AIR QUALITY MANAGEMENT DISTRICT RULE 116B, www.arb.ca.gov/VDRBS/SC/CUR/HMTM/R116B.PDF

TABLE 5.504.4.2 - SEALANT VOC LIMIT

Less Water and Less Exempt Compounds in Grams per Liter

SEALANTS	CURRENT VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALED PRIMERS	
ARCHITECTURAL	
NONPOROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

NOTE: FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THESE TABLES, SEE SOUTHW COAST AIR QUALITY MANAGEMENT DISTRICT RULE 116B.

5.504.4.3 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table I of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the specifications for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflam-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflam-High Gloss VOC limit in Table 5.504.4.3 shall apply.

5.504.4.3.1 Aerosol paints and coatings. Aerosol paints and coatings shall meet the PMWIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(b)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 6 Rule 45.

TABLE 5.504.4.3 - CONT.

GRAMMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	CURRENT VOC LIMIT
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BUILDING RESISTITIVE COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH-TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	120
LOW SOLIDS COATINGS ¹	250
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	500
METALLIC PIGMENTED COATINGS	100
MULTICOLO CRAYS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACs:	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	350
SWIMMING POOL COATINGS	450
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS
2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE
3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2006. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

5.504.4.3.2 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:
1. Manufacturer's product specification
2. Field verification of on-site product containers

5.504.4.4 Carpet Systems. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 [Emission testing method for California Specifications 01350]. See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CIDDPHP/DEODCEHLBI/AQA/Pages/VOC.aspx#material>

5.504.4.4.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 [Emission testing method for California Specifications 01350]. See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CIDDPHP/DEODCEHLBI/AQA/Pages/VOC.aspx#material>

5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.

5.504.4.5 Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ASBY-Air Toxics Control Measure (ATCM) for Composite Wood (17 CCR §9320 et seq.). Those materials not exempted under the ATCM must meet the specified emission limits, as shown in Table 5.504.4.5.

5.504.4.5.3 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:
1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.)
4. Exterior grade products marked as meeting the PS-N-1 or PS-N-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European EN 636 SS standards.
5. Other methods acceptable to the enforcing agency.

TABLE 5.504.4.5 - FORMALDEHYDE LIMITS:

MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLEBOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD:	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH THE COMPOSITE WOOD PRODUCTS REGULATION (17 CCR §9320).
2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16 INCHES (8 MM).

5.504.4.6 Resilient flooring systems. Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 [Emission testing method for California Specifications 01350]. See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CIDDPHP/DEODCEHLBI/AQA/Pages/VOC.aspx#material>

5.504.4.6.1 Verification of compliance. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits.

5.504.4.7 Thermal insulation. Comply with the requirements of the California Department of Public Health, "Standard Method of the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 12, January 12, January 2017 [Emission testing method for California Specification 01350]. See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CIDDPHP/DEODCEHLBI/AQA/Pages/VOC.aspx#material>

5.504.4.7.1 Verification of compliance. Documentation shall be provided verifying that thermal insulation materials meet the pollutant emission limits.

5.504.4.8 Acoustical ceiling and wall panels. Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 [Emission testing method for California Specification 01350]. See California Department of Public Health's website for certification programs and testing labs.

5.504.4.8.1 Verification of compliance. Documentation shall be provided verifying that acoustical finish materials meet the pollutant emission limits.

5.504.5.3 Filters. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 13. MERV 13 filters shall be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual.

Exceptions: Existing mechanical equipment.

5.504.5.3.1 Labeling. Installed filters shall be clearly labeled by the manufacturer indicating the MERV rating.

5.504.7 ENVIRONMENTAL TOBACCO SMOKE (ETS) CONTROL. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within the building as already prohibited by other laws or regulations; or as enforced by ordinances, regulations or policies of any city, county, city and county, California Community College, campus of the California State University, or campus of the University of California, whichever are more stringent. When ordinances, regulations or policies are not in place, post signage to inform building occupants of the prohibitions.

SECTION 5.505 INDOOR MOISTURE CONTROL. Buildings shall meet and exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1202 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures, see Section 5.407.2 of this code.

SECTION 5.506 INDOOR AIR QUALITY
5.506.1 OUTSIDE AIR DELIVERY. For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.2 (Requirements for Ventilation) of the California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.
5.506.2 CARBON DIOXIDE (CO₂) MONITORING. For buildings or additions equipped with demand control ventilation, CO₂ sensors and ventilation controls shall be specified and installed in accordance with the requirements of the California Energy Code, Section 120(c)(4).
5.506.3 Carbon dioxide (CO₂) monitoring in classrooms. (DSS-SS) Each public K-12 school classroom, as listed in Table 120.1-A of the California Energy Code, shall be equipped with a carbon dioxide monitor or sensor that meets the following requirements:
1. The monitor or sensor shall be permanently affixed in a tamper-proof manner in each classroom between 3 and 6 feet (914 mm and 1829 mm) above the floor and at least 5 feet (1524 mm) away from door and operable windows.
2. The monitor or sensor shall be not integral to an Energy Management System (EMCS), the monitor or sensor shall display the carbon dioxide readings on the device. When the sensor is integral to an EMCS, the carbon dioxide readings shall be available to and regularly monitored by facility personnel.
3. A monitor shall provide notification through a visual indicator on the monitor when the carbon dioxide levels in the classroom have exceeded 1,100ppm. A sensor integral to an EMCS shall provide notification to facility personnel through a visual and/or audible indicator when the carbon dioxide levels in the classroom have exceeded 1,100ppm.
4. The monitor or sensor shall measure carbon dioxide levels at minimum 15-minute intervals and shall maintain a record of previous carbon dioxide measurements of not less than 30 days duration.
5. The monitor or sensor dioxide levels shall have the capacity to measure carbon dioxide levels with a range of 400ppm to 2000ppm or greater.
6. The monitor or sensor shall be certified by the manufacturer to be accurate within 75ppm at 1,000ppm carbon dioxide concentration and shall be certified by the manufacturer to require calibration no more frequently than once every 5 years.

SECTION 5.507 ENVIRONMENTAL COMFORT
5.507.4 ACOUSTICAL CONTROL. Employ building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E 90 and ASTM E 413, or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332, using either the prescriptive or performance method in Section 5.507.4.1 or 5.507.4.2.

Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, studios, storage, enclosed parking structures and utility buildings.

Exception: (DSS-SS) For public schools and community colleges, the requirements of this section and all subsections apply only to new construction.
5.507.4.1 Exterior noise transmission, prescriptive method. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or attached to a composite STC rating of at least 50 or to a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:
1. Within the 65 CNEL noise contour of an airport.

Exceptions:
1. L_w or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICUZ) plan.
2. L_w or CNEL for other airports and heliports for which a land use plan has not been developed shall be determined by the local general plan noise element.
2. Within the 65 CNEL or L_w noise contour of a freeway or expressway, railroad, industrial source or fixed-guideway system as determined by the Noise Element of the General Plan.

5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB L_w -1hr during any hour of operation shall have building, addition or alterations exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30).

5.507.4.2 Performance Method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or attached envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq-1hr) of 50 dBA in occupied areas during any hour of operation.

5.507.4.2.1 Site Features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound transmission to the interior.

5.507.4.2.2 Documentation of Compliance. An acoustical analysis documenting complying interior soundlevels shall be prepared by personnel approved by the architect or engineer of record.

5.507.4.3 Interior sound transmission. Wall and roof-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40.

Note: Examples of assemblies and their various STC ratings may be found at the California Office of Noise Control. www.toitbase.org/PDF/CaseStudies/stc_loc_ratings.pdf.

SECTION 5.508 OUTDOOR AIR QUALITY
5.508.1 Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall comply with Sections 5.508.1.1 and 5.508.1.2.

5.508.1.1 Chlorofluorocarbons (CFCs). Install HVAC, refrigeration and fire suppression equipment that do not contain CFCs.

5.508.1.2 Halons. Install HVAC, refrigeration and fire suppression equipment that do not contain Halons.

See T001 - California Green Building Standards Notes

5.508.2 Supermarket refrigerant leak reduction. New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores 8,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities.

Exception: Refrigeration systems containing low-global warming potential (low-GWP) refrigerant with a GWP value less than 150 are not subject to this section. Low-GWP refrigerants are nonozone-depleting refrigerants that include ammonia, carbon dioxide (CO₂), and potentially other refrigerants.

5.508.2.1 Refrigerant piping. Piping compliant with the California Mechanical Code shall be installed to be accessible for leak protection and repairs. Piping runs using threaded piping, copper piping with an outside diameter (OD) less than 1/4 inch, flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted below.

5.508.2.1.1 Threaded pipe. Threaded connections are permitted at the compressor rack.

5.508.2.1.2 Copper pipe. Copper tubing with an OD less than 1/4 inch may be used in systems with a refrigerant charge of 5 pounds or less.

5.508.2.1.2.1 Anchorage. One-fourth-inch OD tubing shall be securely clamped to a rigid base to keep vibration levels below 8 mils.

5.508.2.1.3 Flared tubing connections. Double-flared tubing connections may be used for pressure controls, valve pilot lines and oil.

Exception: Single-flared tubing connections may be used with a multilayer seal coated with industrial sealant suitable for use with refrigerants and tightened in accordance with manufacturer's recommendations.

5.508.2.1.4 Elbows. Short radius elbows are only permitted where space limitations prohibit use of long radius elbows.

5.508.2.2 Valves. Valves and fittings shall comply with the California Mechanical Code and as follows.

5.508.2.2.1 Pressure relief valves. For vessels containing high-GWP refrigerant, a rupture disc shall be installed between the outlet of the vessel and the inlet of the pressure relief valve.

5.508.2.2.1.1 Pressure detection. A pressure gauge, pressure transducer or other device shall be installed in the space between the rupture disc and the relief valve inlet to indicate a disc rupture or discharge of the relief valve.

5.508.2.2.2 Access valves. Only Schrader access valves with a brass or steel body are permitted for use.

5.508.2.2.2.1 Valve caps. For systems with a refrigerant charge of 5 pounds or more, valve caps shall be brass or steel and not plastic.

5.508.2.2.2.2 Seal caps. If designed for it, the cap shall have a neoprene O-ring in place.

5.508.2.2.2.2.1 Chain tethers. Chain tethers to fit over the stem are required for valves designed to seal caps.

Exception: Valves with seal caps that are not removed from the valve during stem operation.

5.508.2.3 Refrigerated service cases. Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel; or be coated to prevent corrosion from these substances.

5.508.2.3.1 Coil coating. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency.

5.508.2.4 Refrigerant receivers. Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver.

5.508.2.5 Pressure testing. The system shall be pressure tested during installation prior to evacuation and charging.

5.508.2.5.1 Minimum pressure. The system shall be charged with regulated dry nitrogen and appropriate tracer gas to bring system pressure up to 300 psi minimum.

5.508.2.5.2 Leaks. Check the system for leaks, repair any leaks, and retest for pressure using the same gauge.

5.508.2.5.3 Allowable pressure change. The system shall stand, unaltered, for 24 hours with no more than +/- one pound pressure change from 300 psi, measured with the same gauge.

5.508.2.6 Evacuation. The system shall be evacuated after pressure testing and prior to charging.

5.508.2.6.1 First vacuum. Pull a system vacuum down to at least 1000 microns (+/- 50 microns), and hold for 30 minutes.

5.508.2.6.2 Second vacuum. Pull a second system vacuum to a minimum of 500 microns and hold for 30 minutes.

5.508.2.6.3 Third vacuum. Pull a third vacuum down to a minimum of 300 microns, and hold for 24 hours with a maximum drift of 100 microns over a 24-hour period.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS
702 QUALIFICATIONS
702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified personnel may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall specify one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to their certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:

1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

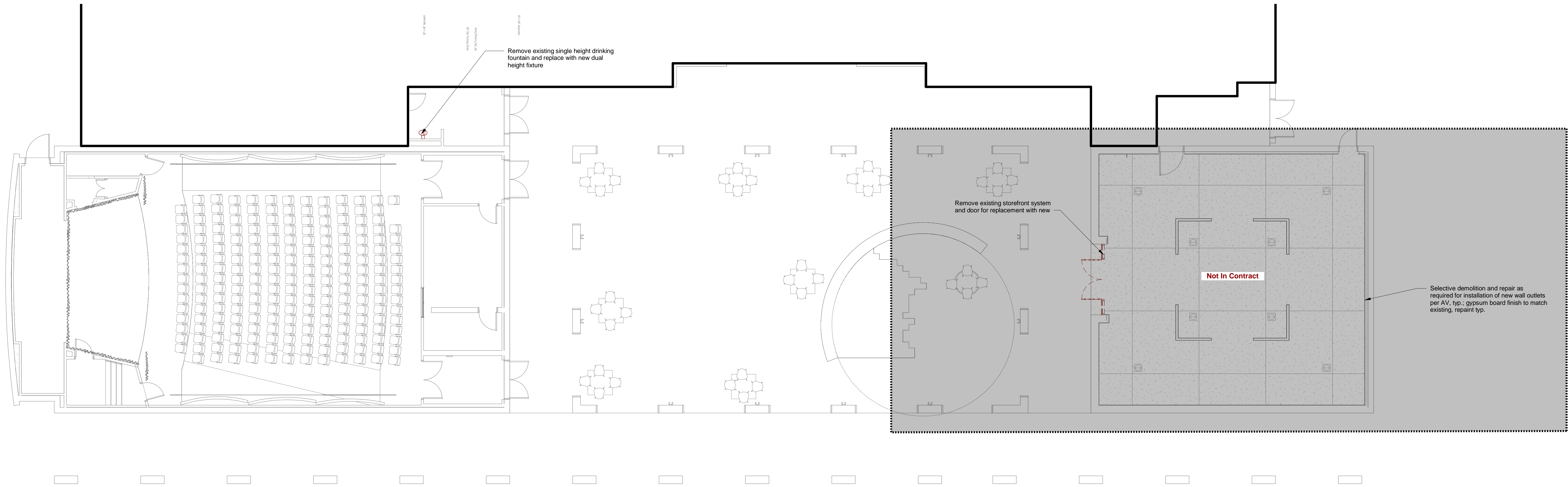
[BSC-CG] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

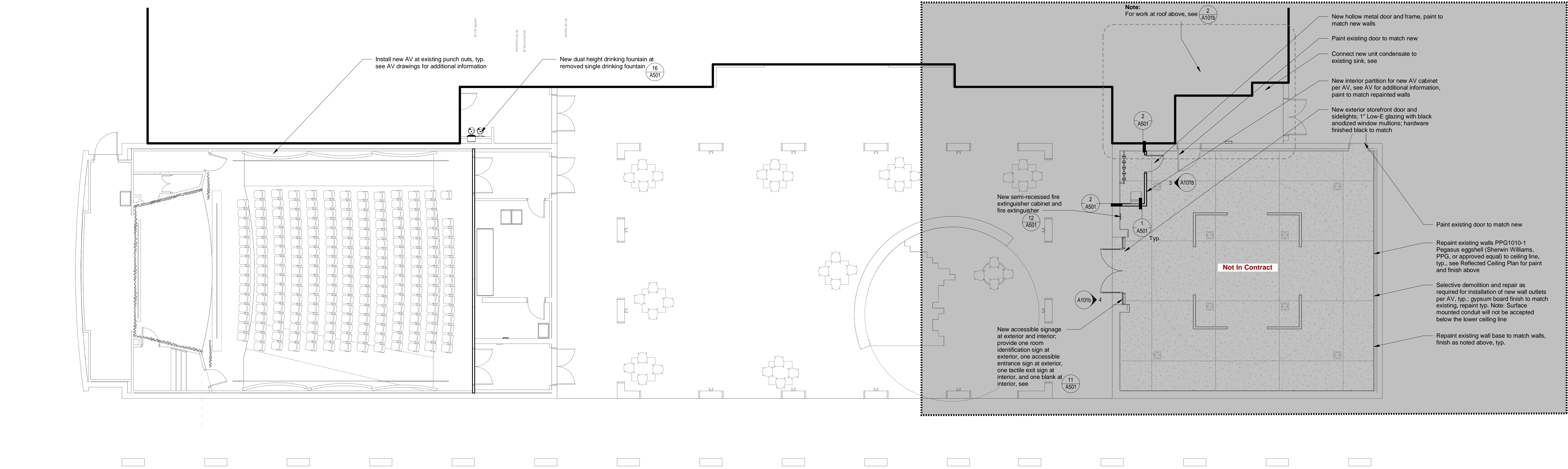
Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS
703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, building or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

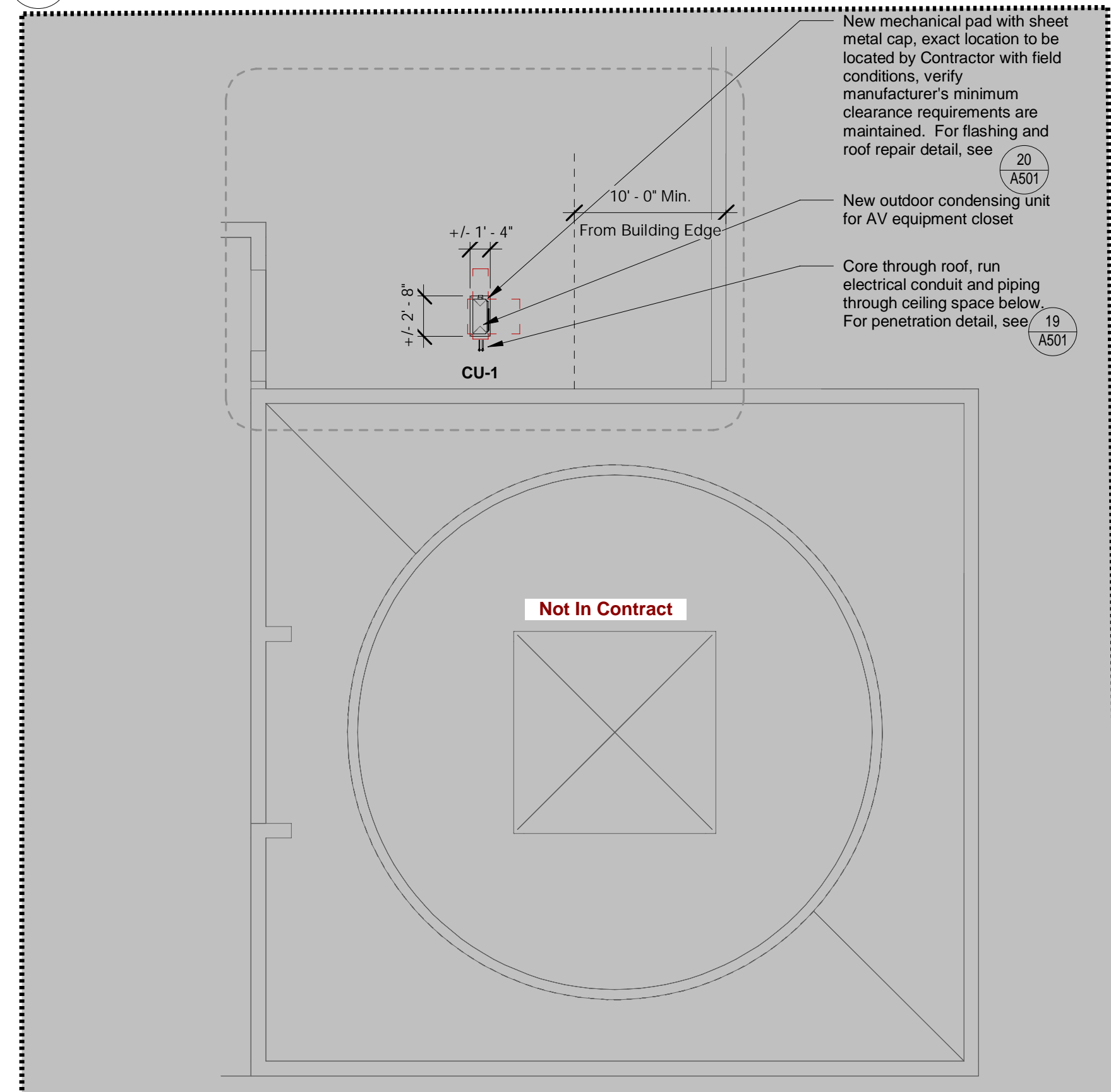
DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODEBOOK.

1 Floor Plan - Demolition
1/8" = 1'-0"



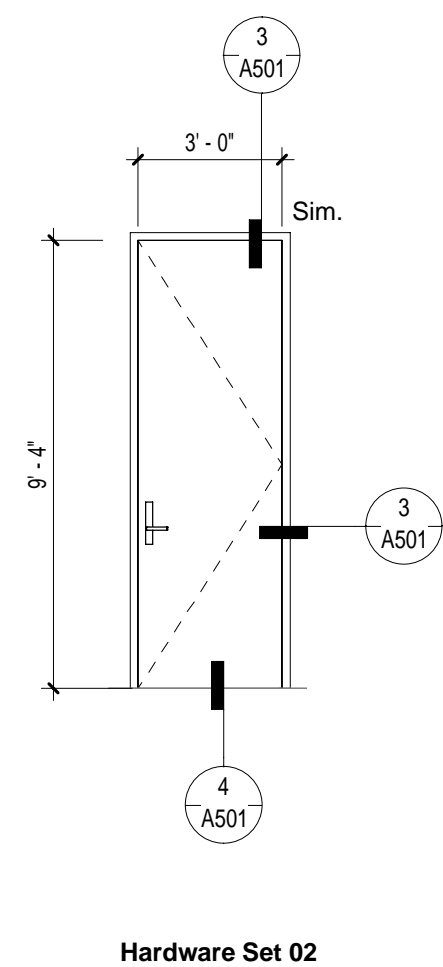


1 Floor Plan - New
1/8" = 1'-0"

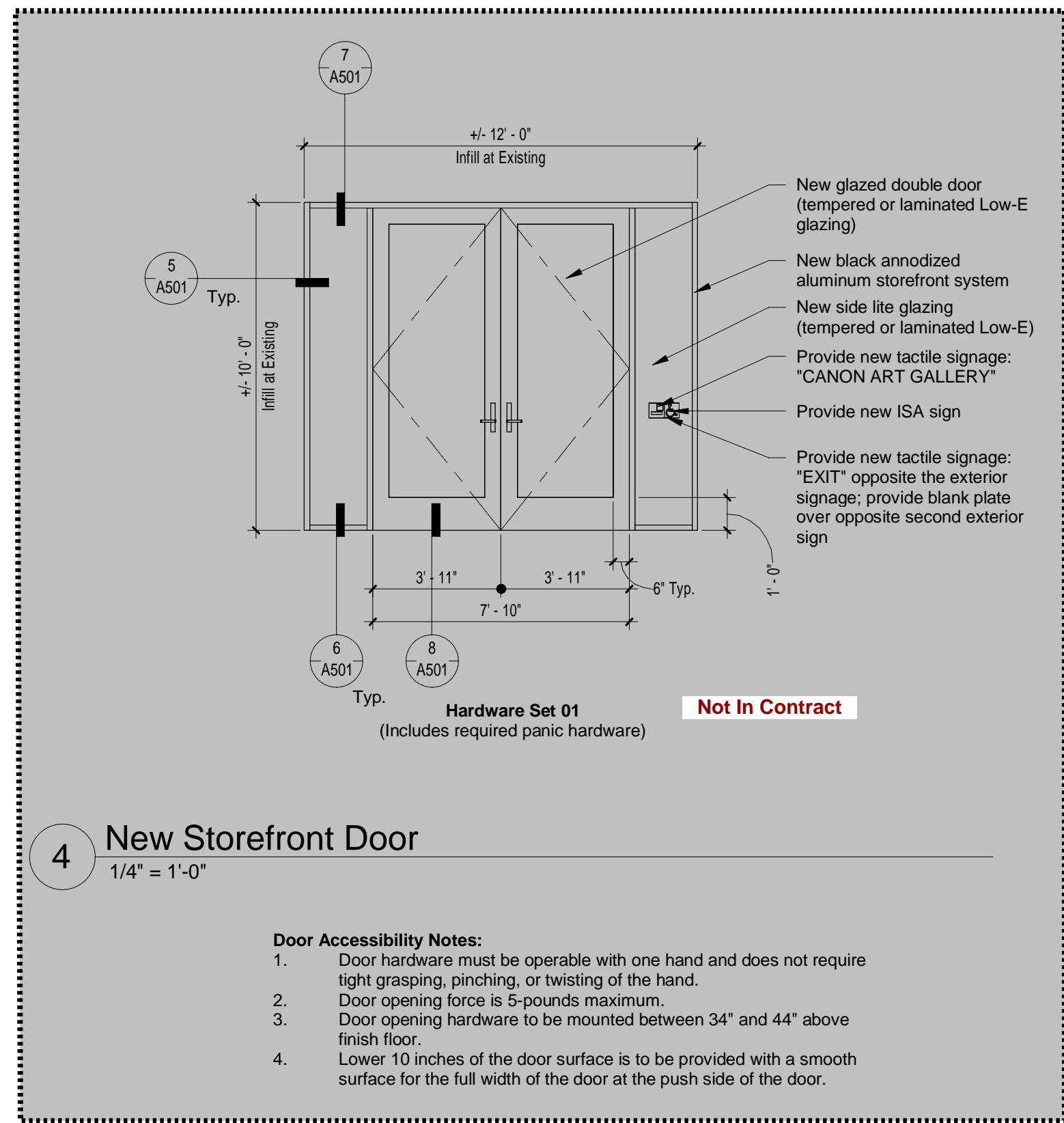


2 Partial Roof/Mechanical Plan with Notes
1/8" = 1'-0"

3 New Interior Door
1/4" = 1'-0"



4 New Storefront Door
1/4" = 1'-0"



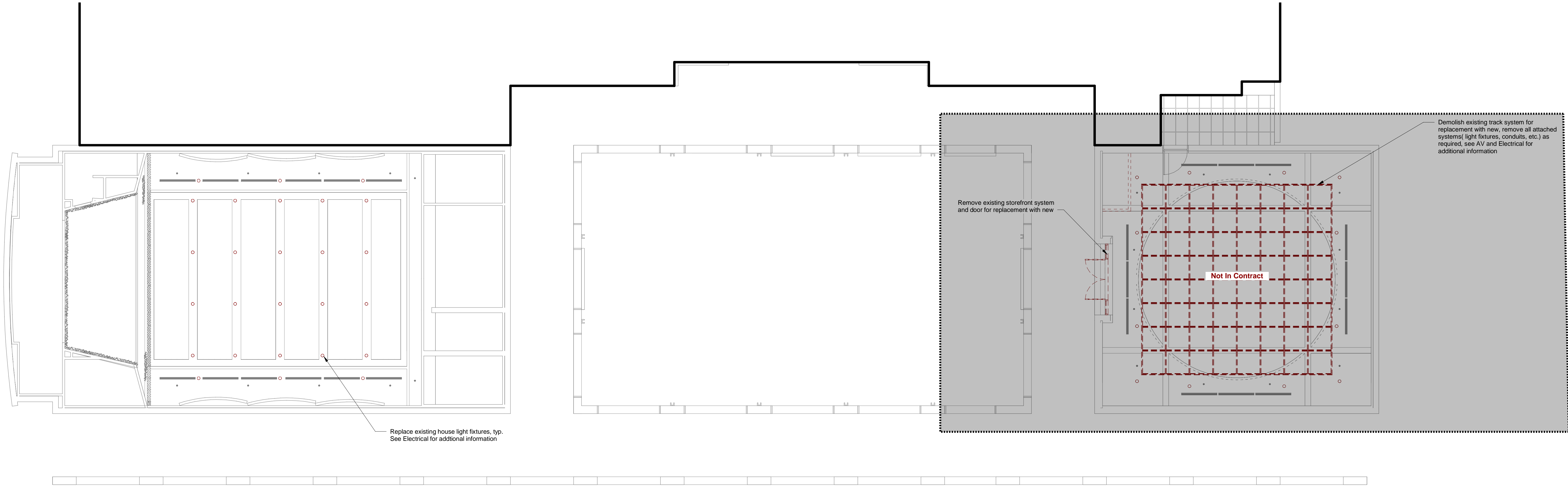
Keynotes

General Floor Plan Notes

- Unless otherwise indicated, all wall dimensions are to face-of-stud or face-of-block.
- All dimensions related to existing conditions shall be verified on site as necessary. Notify the Architect of any discrepancies/conflicts.
- Fire Retardant Treated Wood Backing between the studs shall be coordinated and provided at items such as, but not limited to, toilet accessories, toilet partitions, mirrors, shelving, casework, handrails, etcetera.
- All recessed equipment shall be installed within the depth of the wall or ceiling per the manufacturer's recommendations. Verify wall depth as necessary.
- For Room Finishes, Doors, and Wall Assemblies see schedule sheets.
- For Windows and Storefront see schedule sheets



1 Reflected Ceiling Plan - Demolition
1/8" = 1'-0"



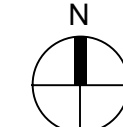
Revision Schedule		
No.	Revision	Issue Date

Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

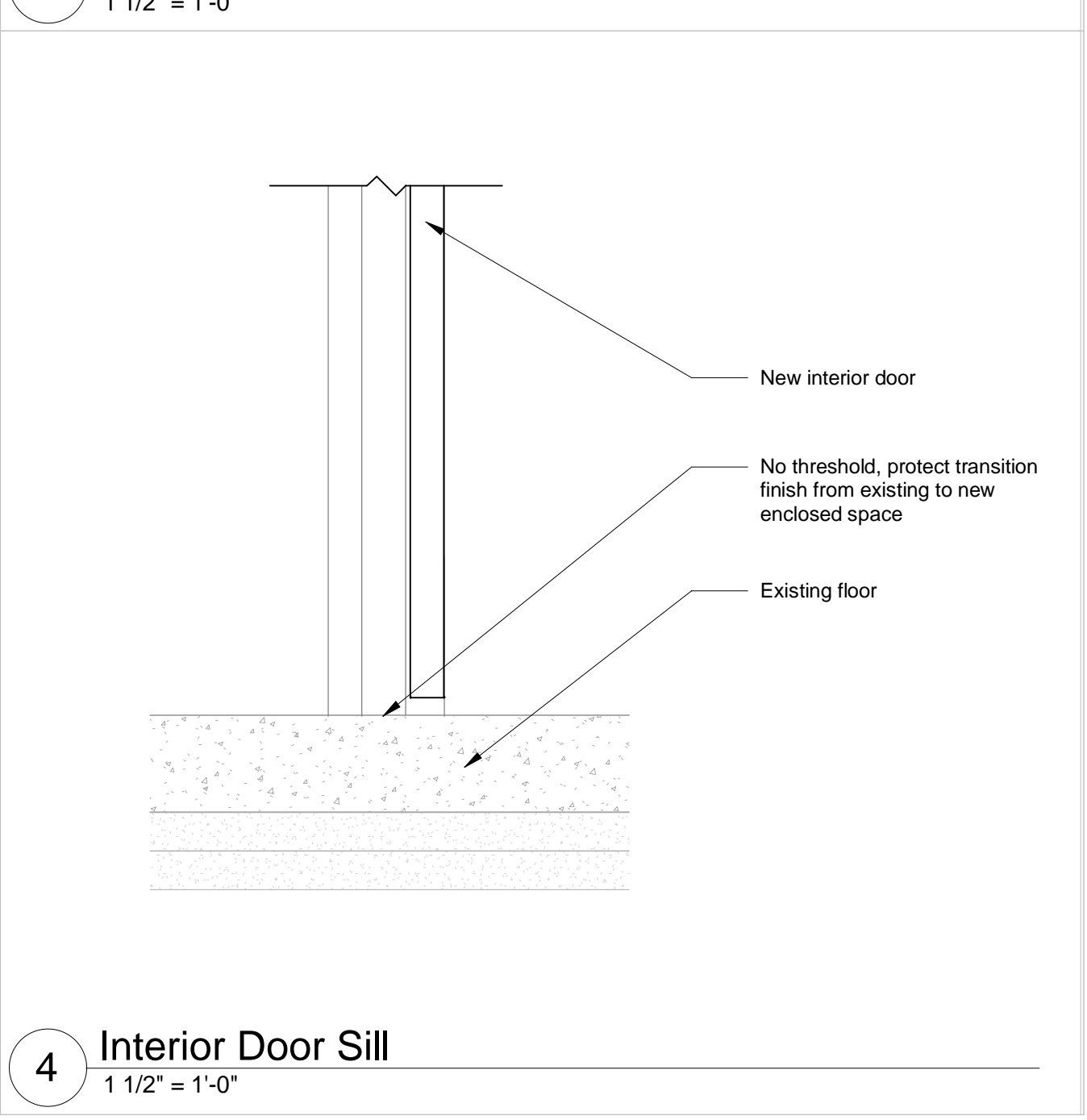
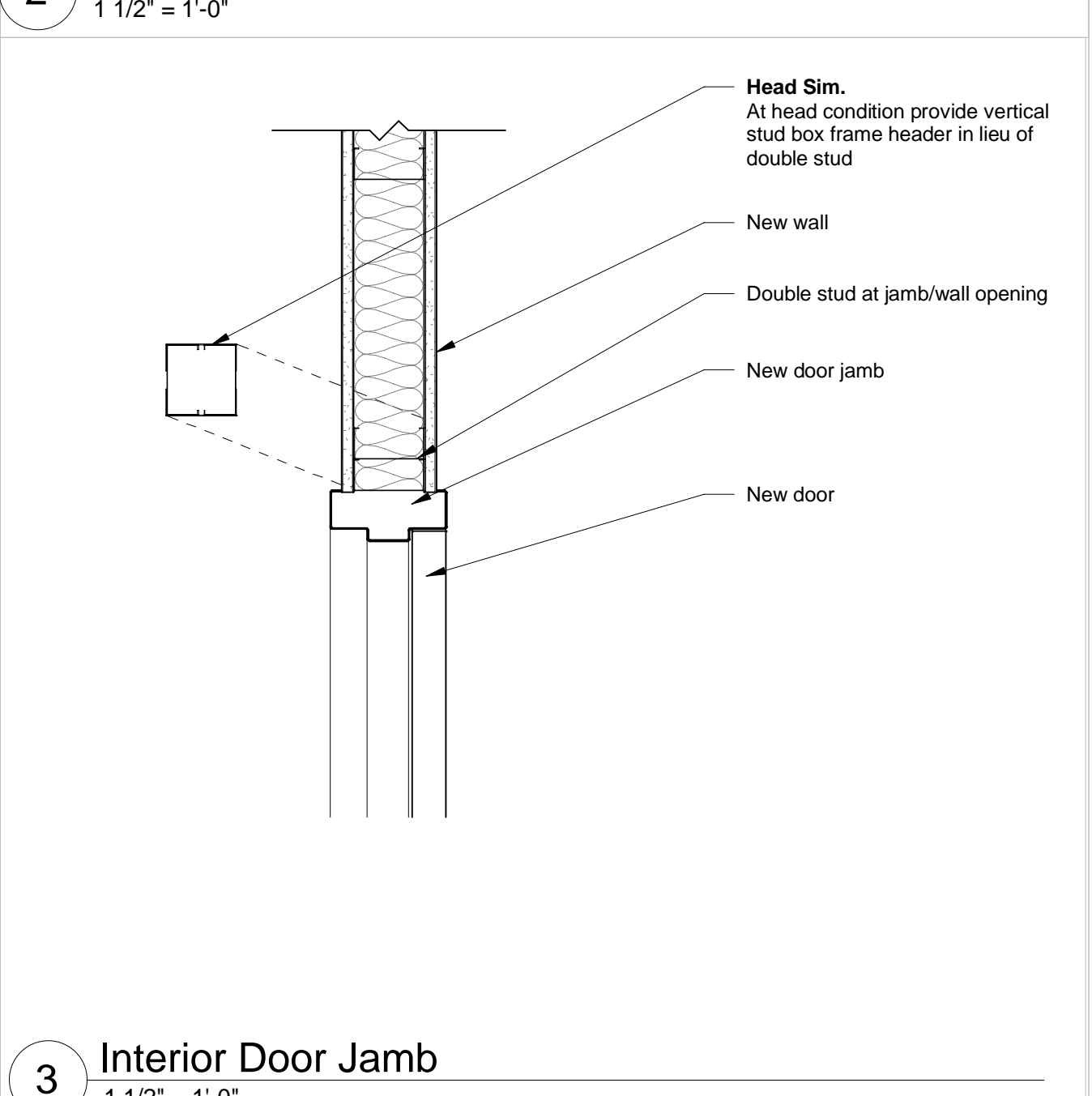
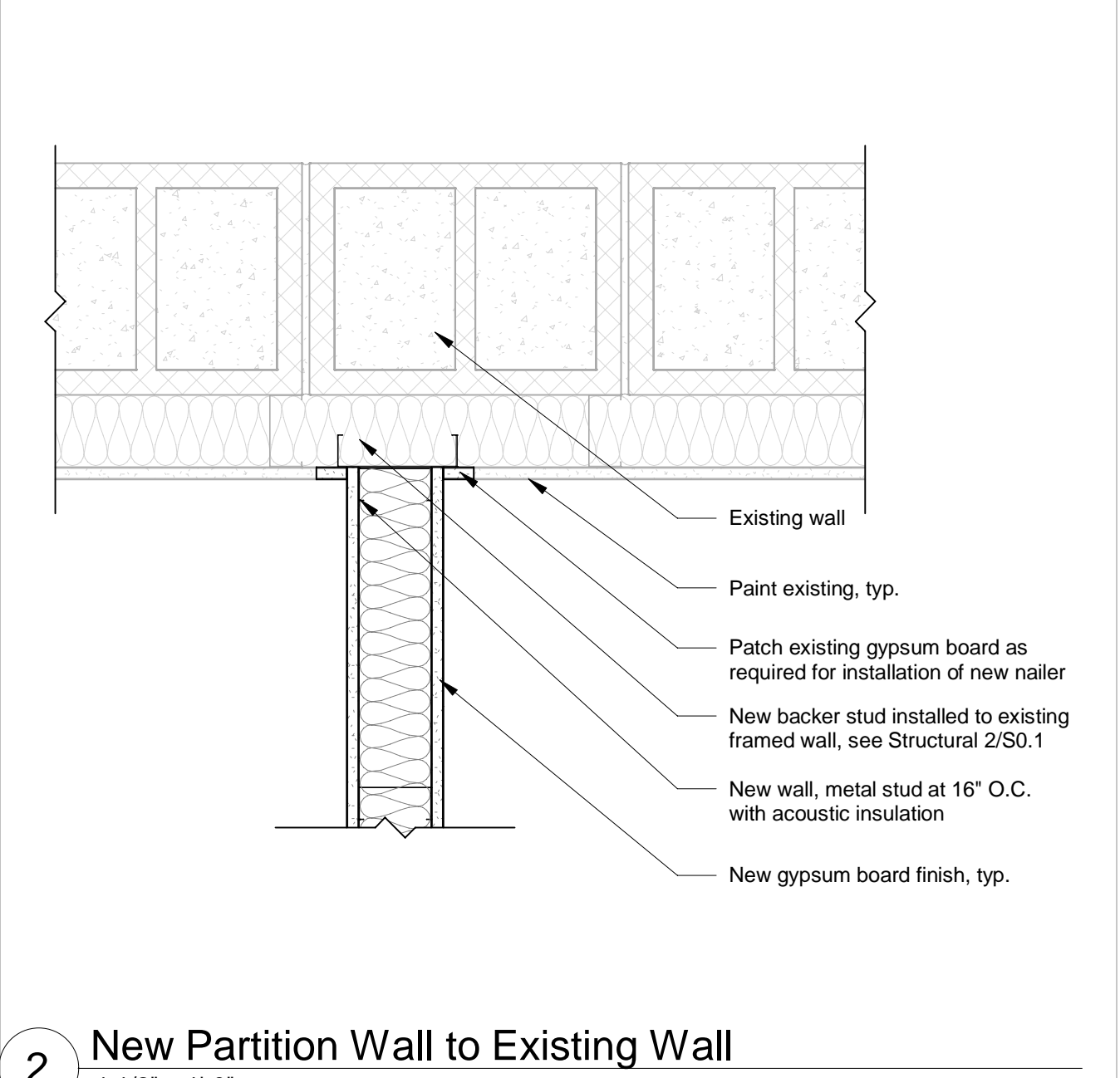
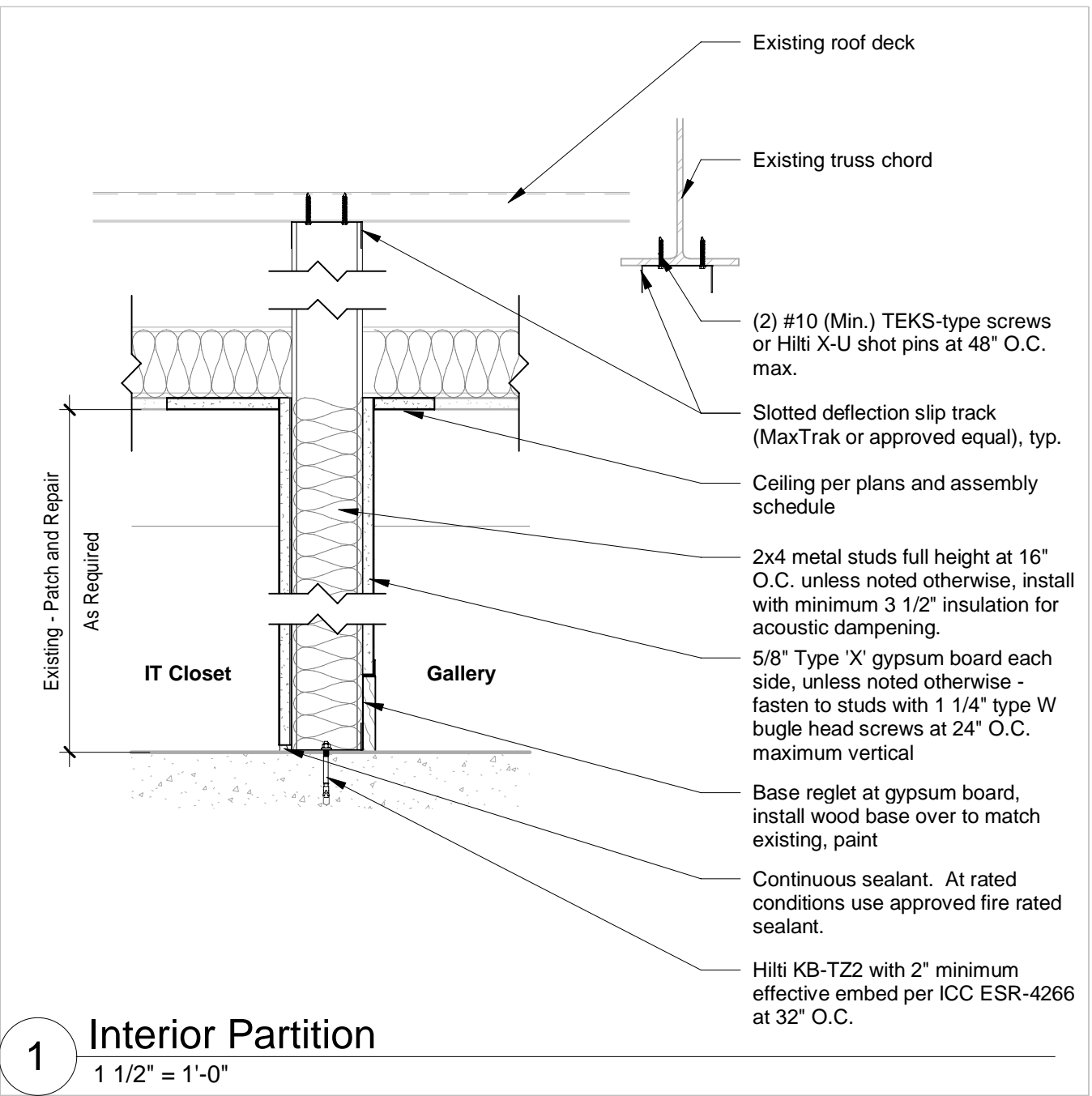
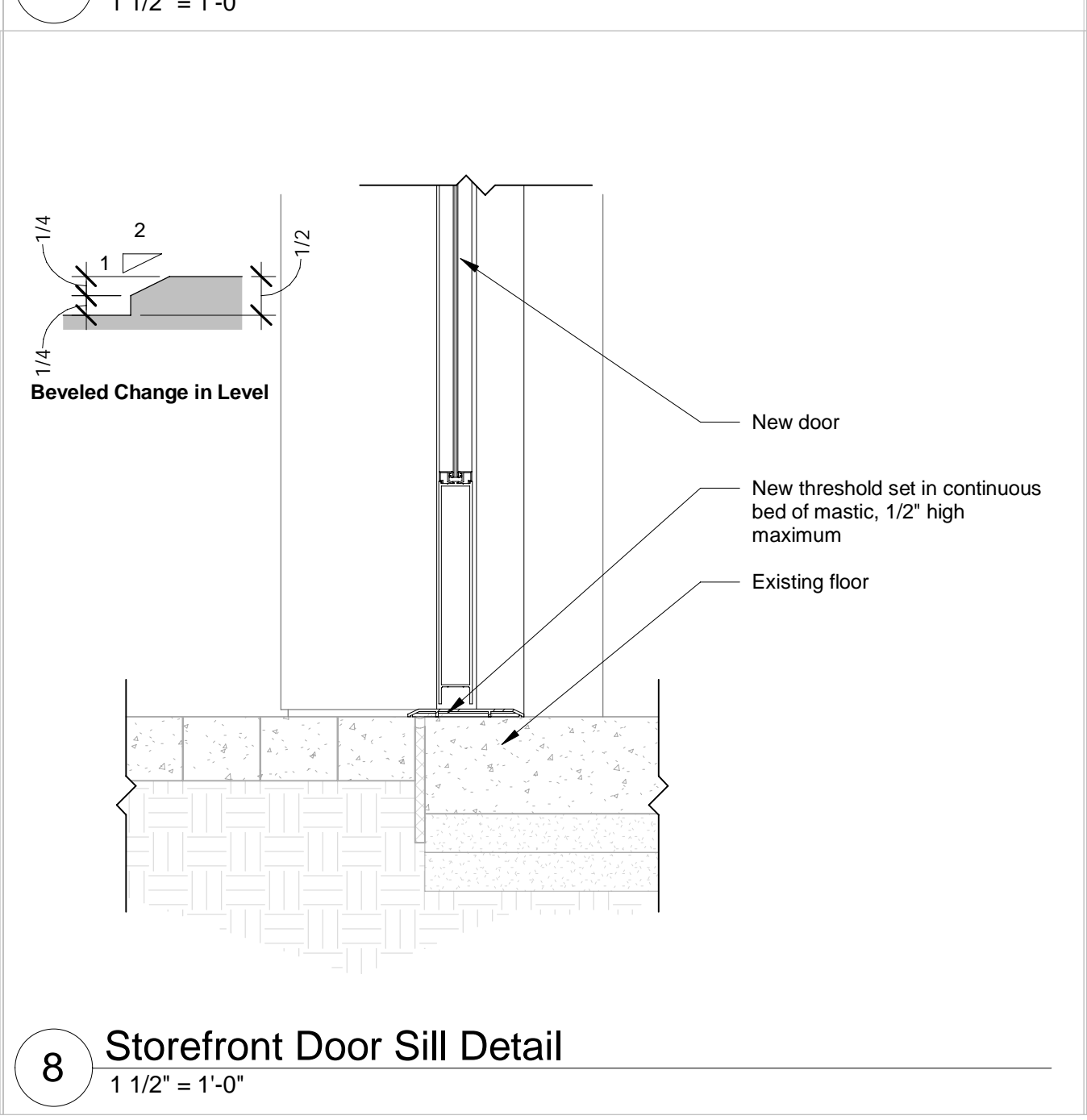
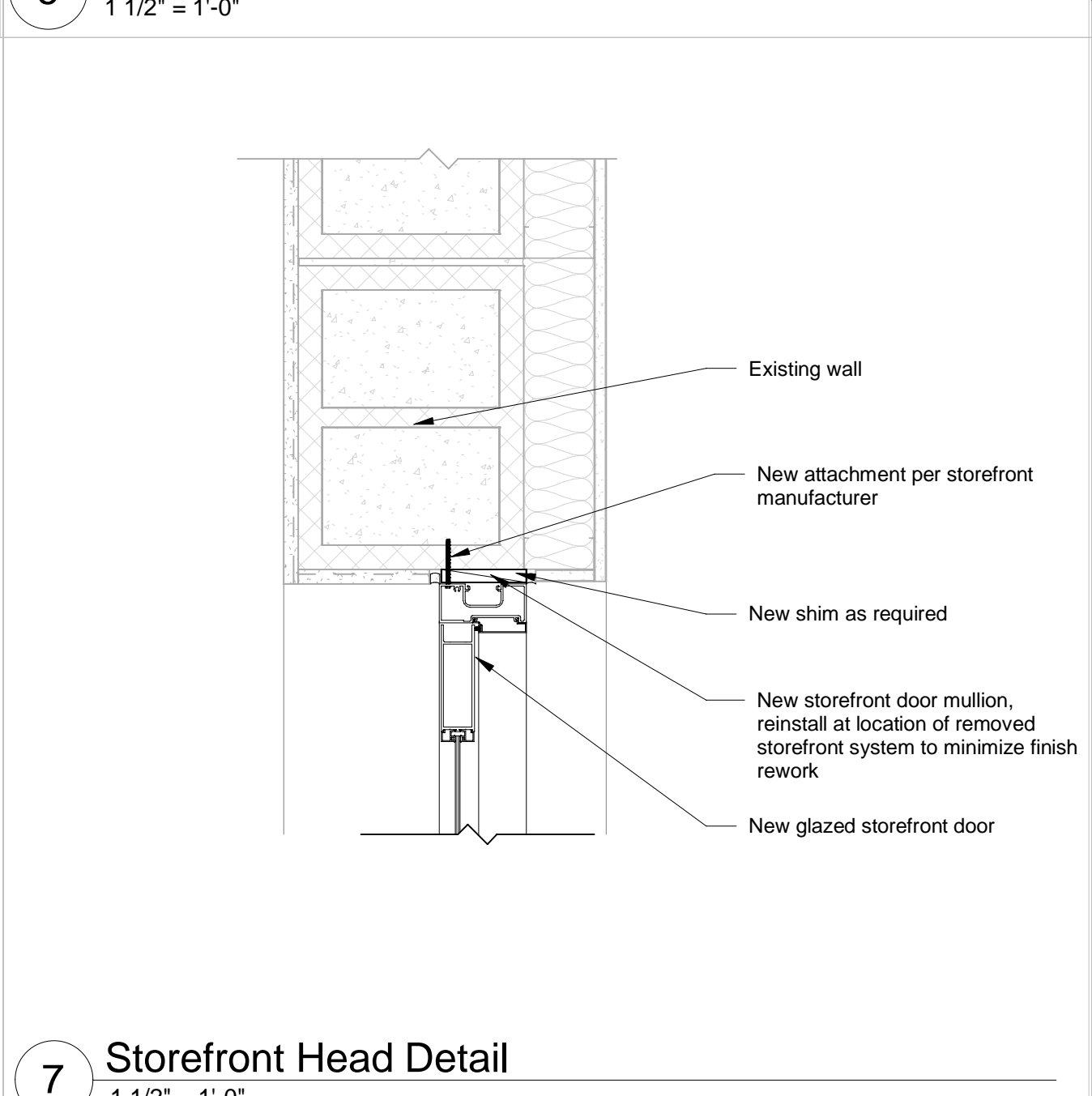
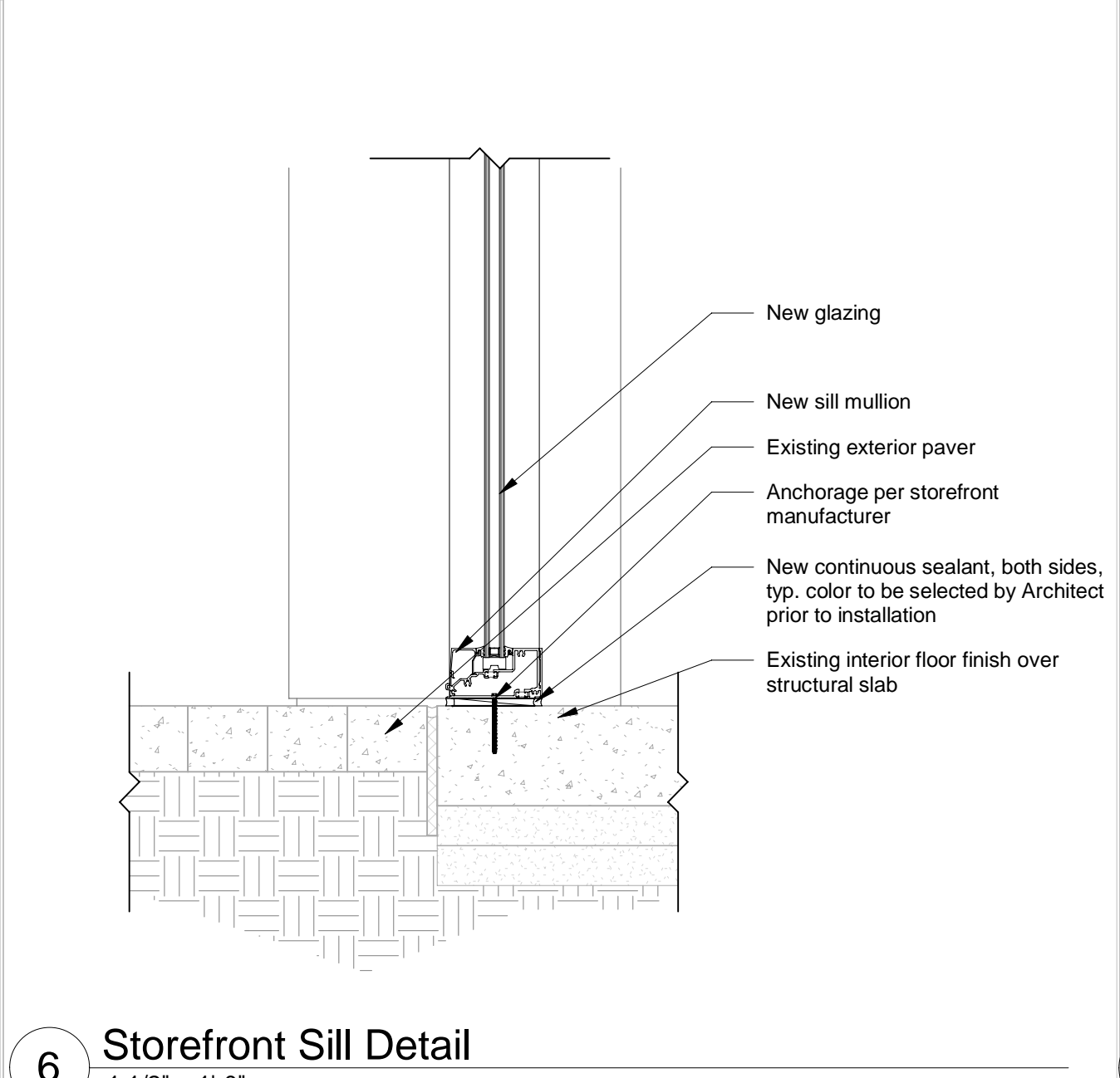
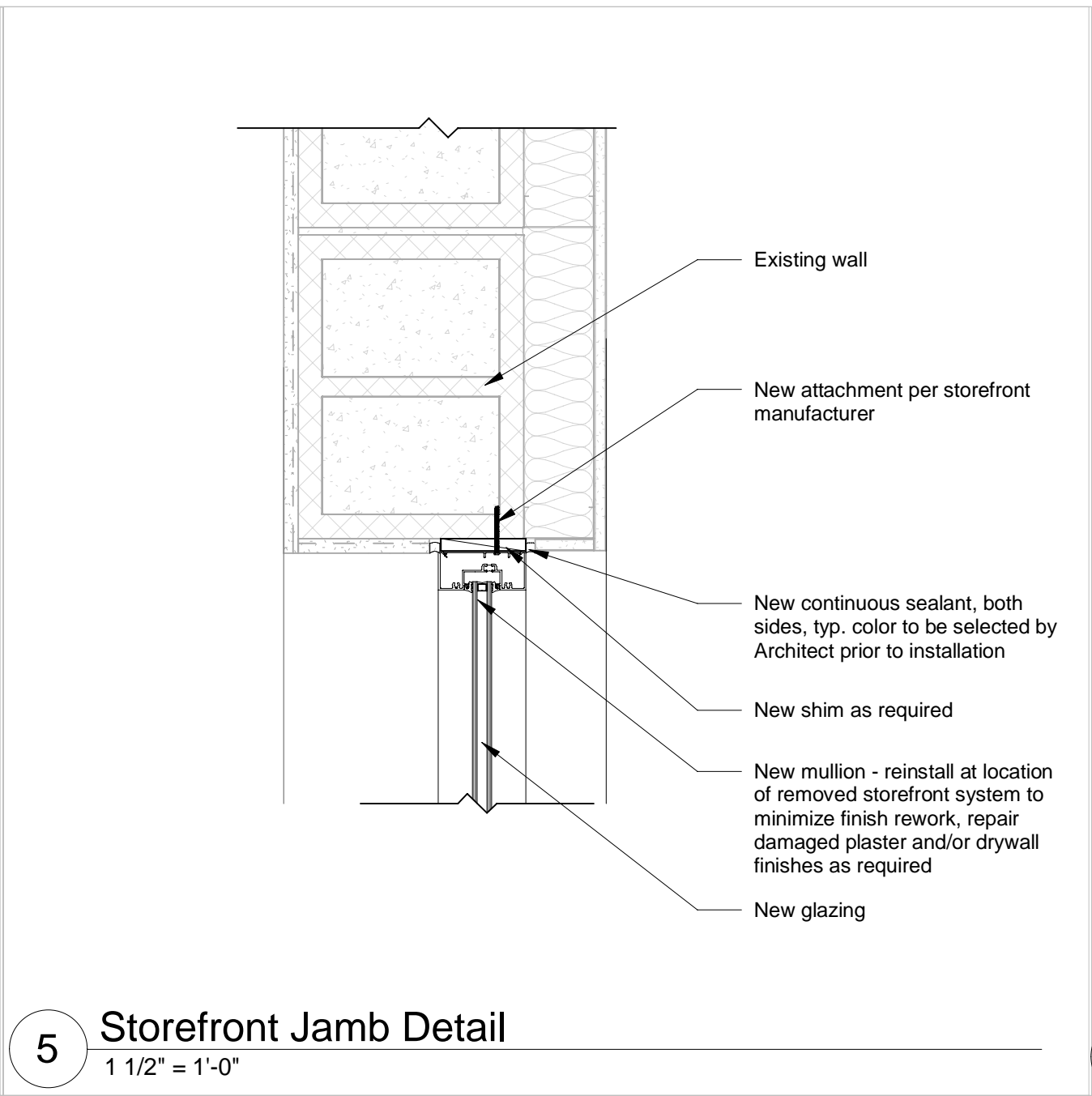
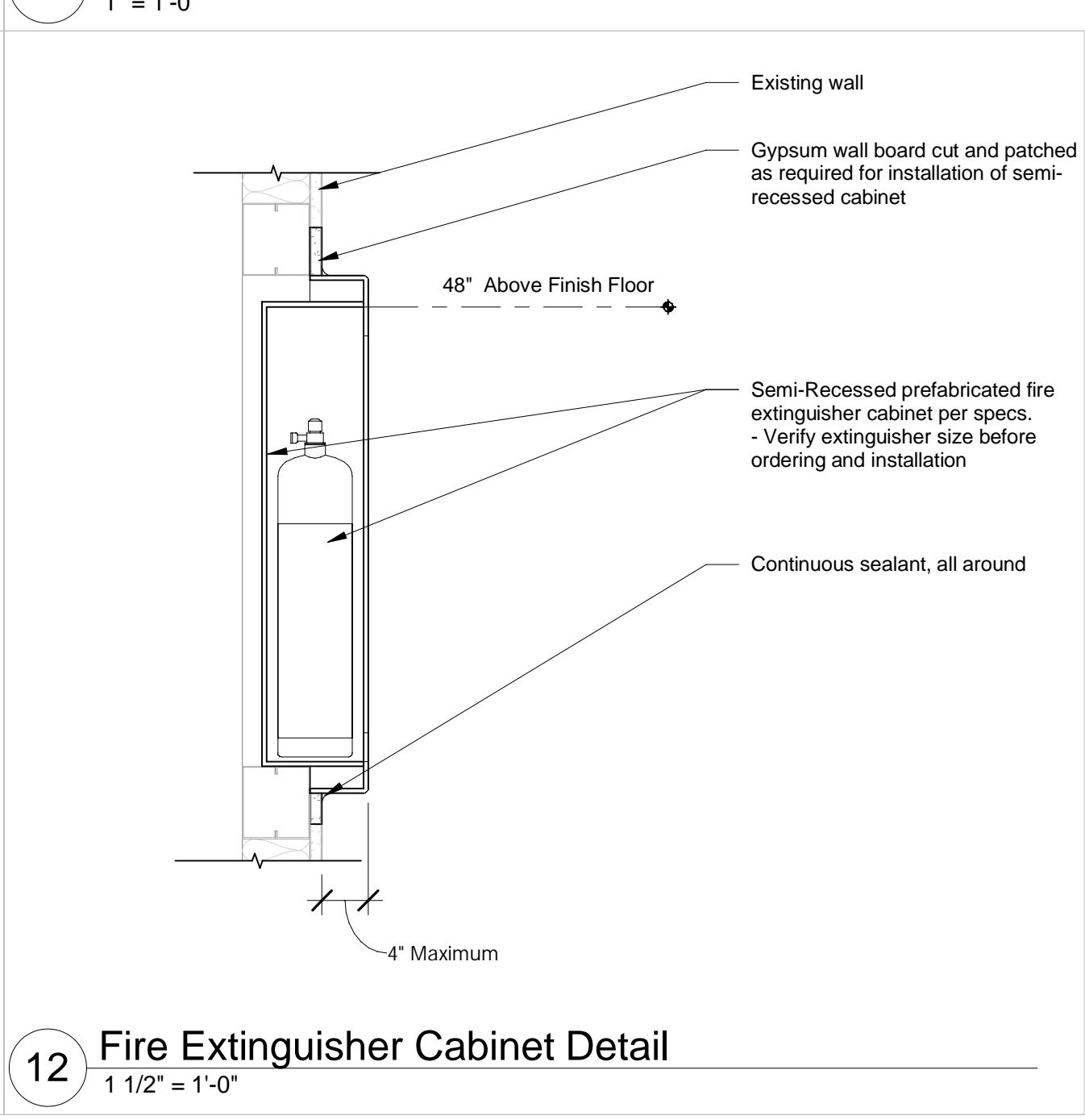
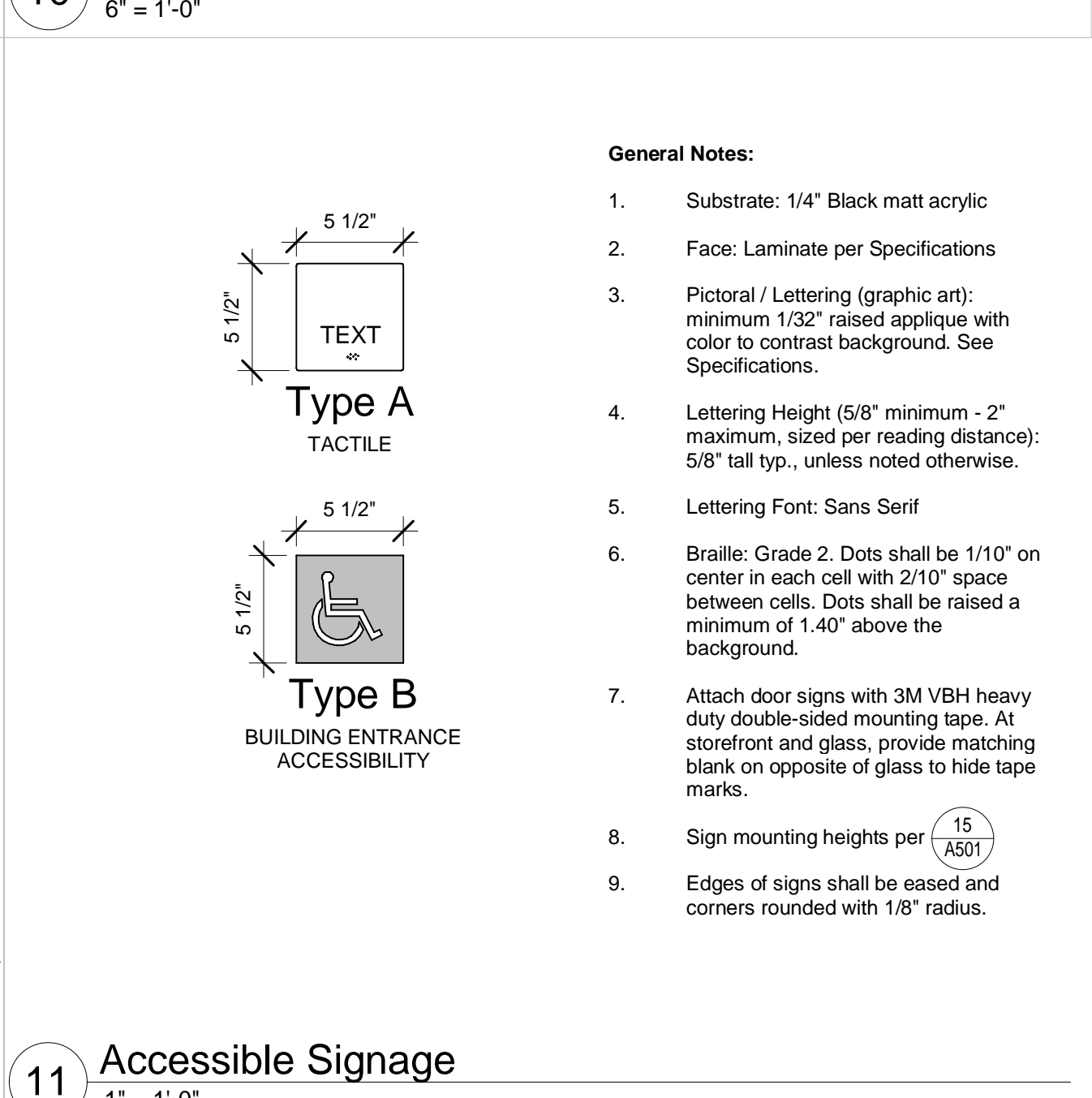
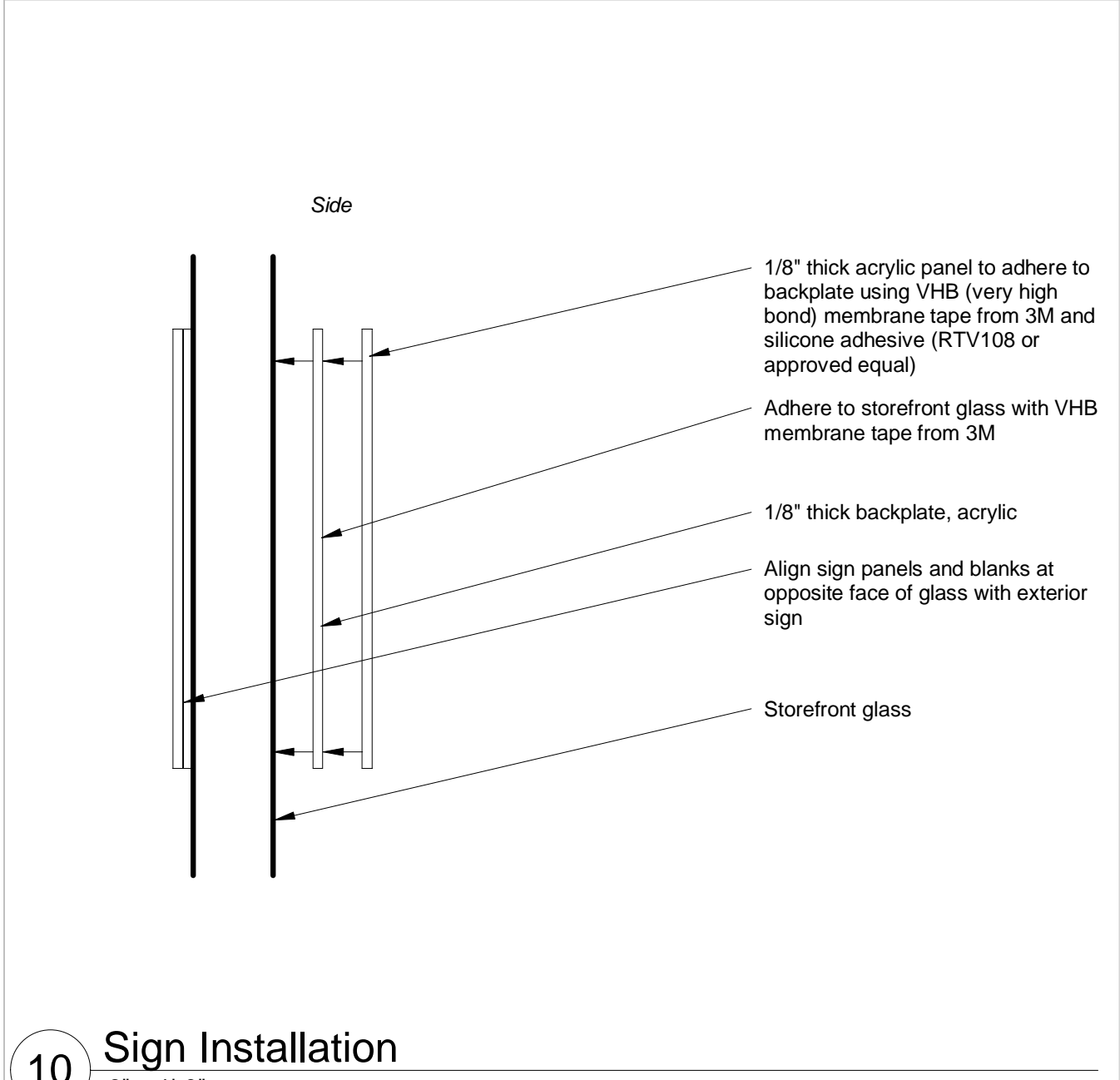
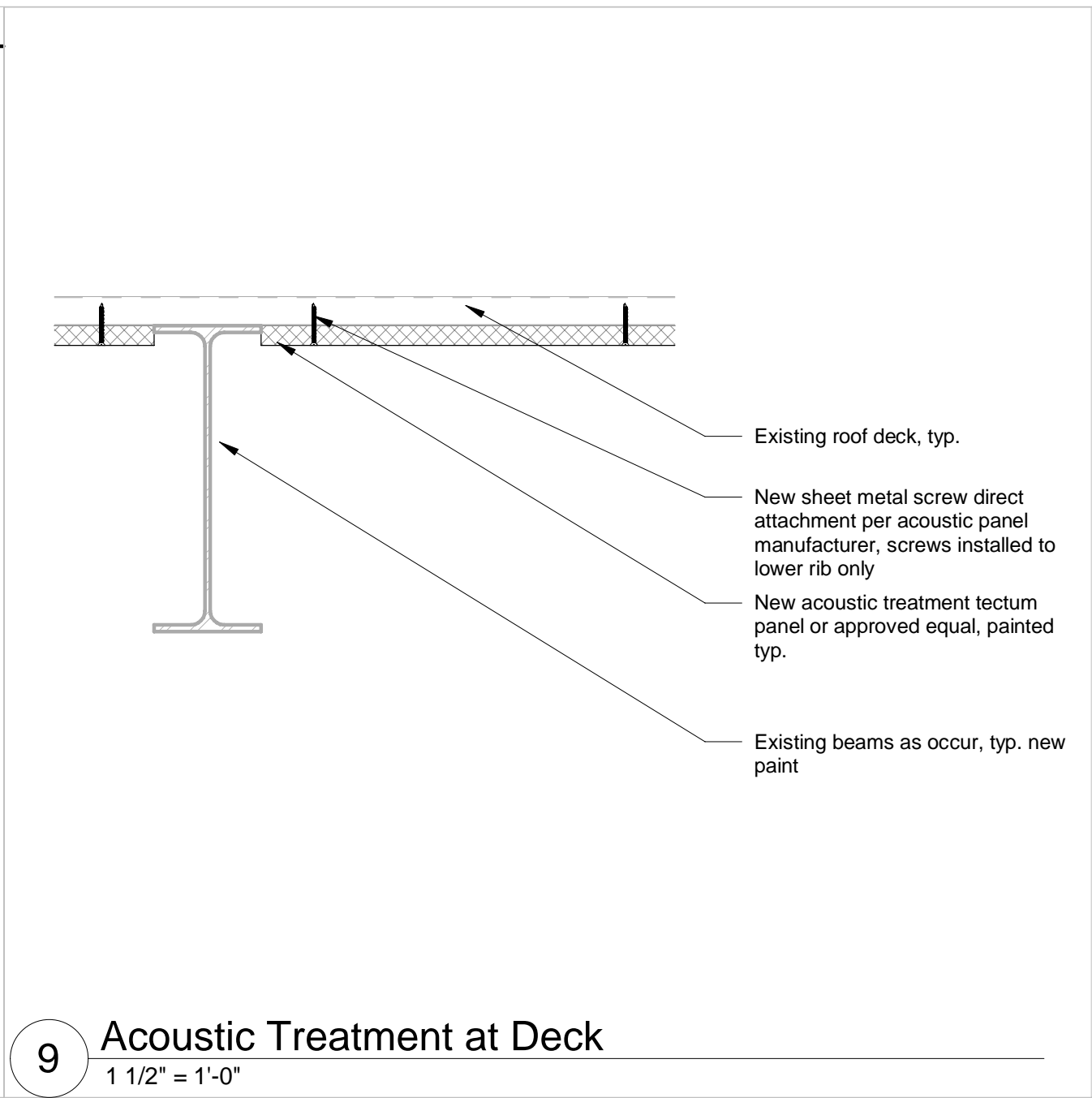
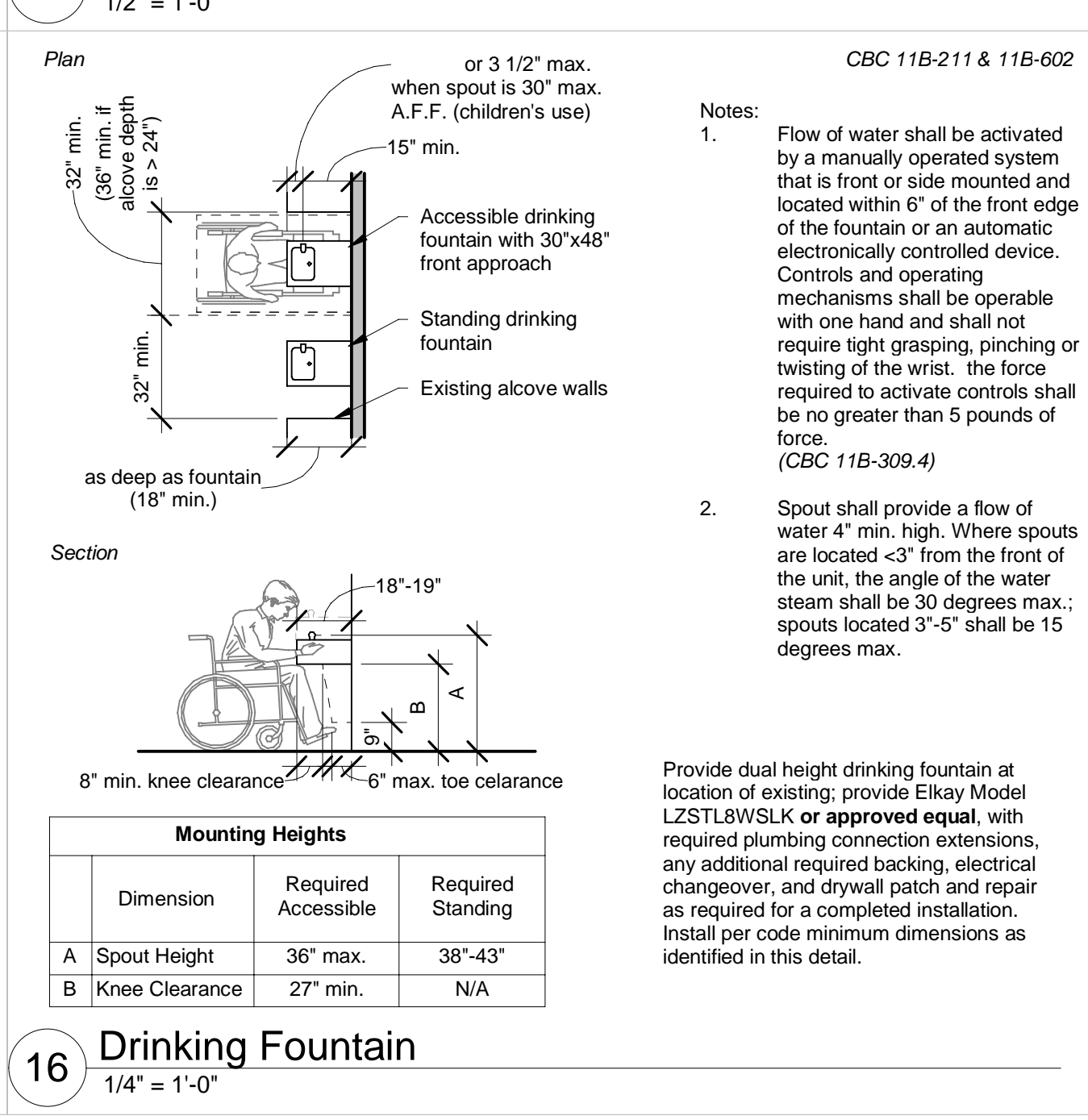
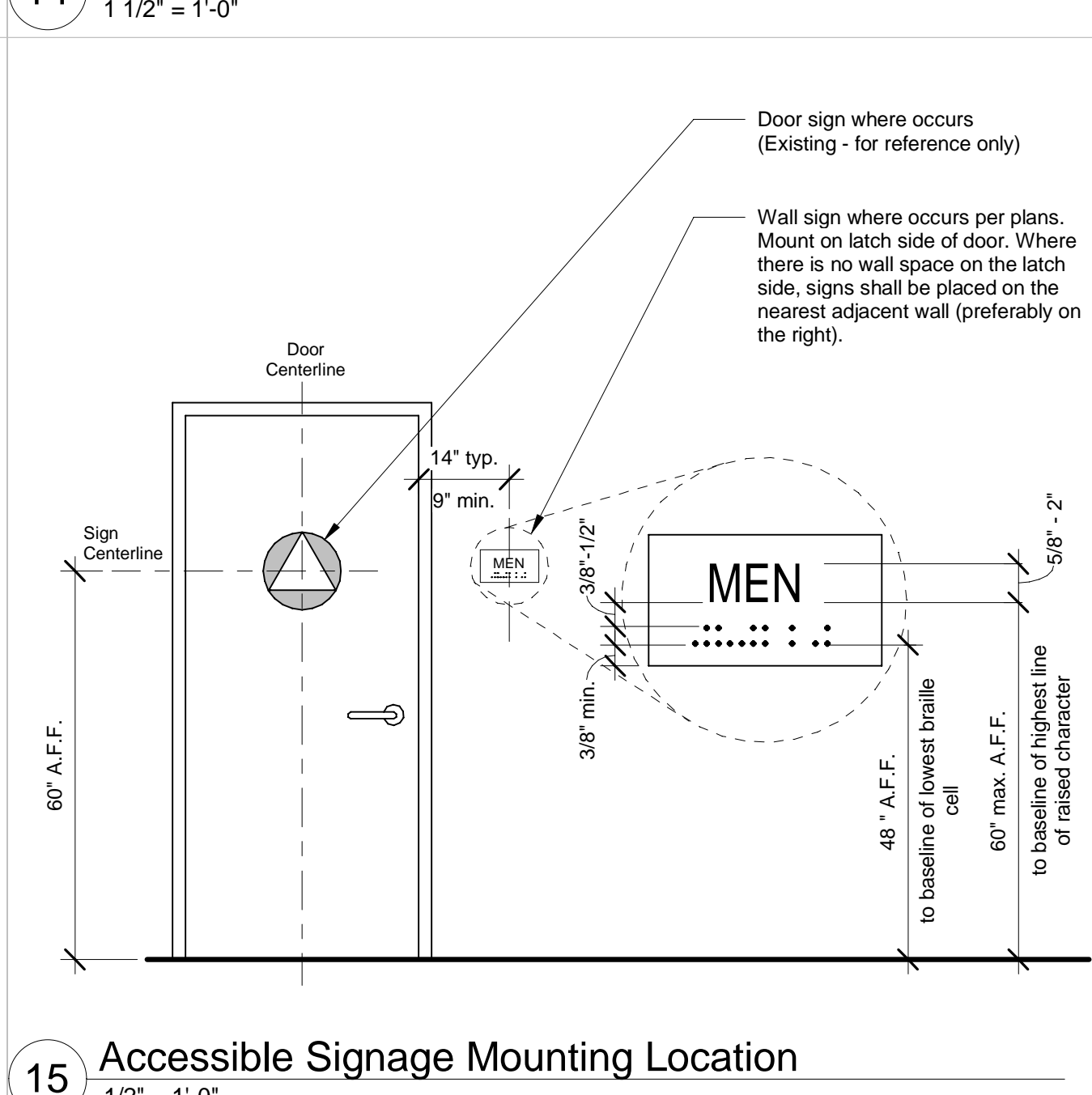
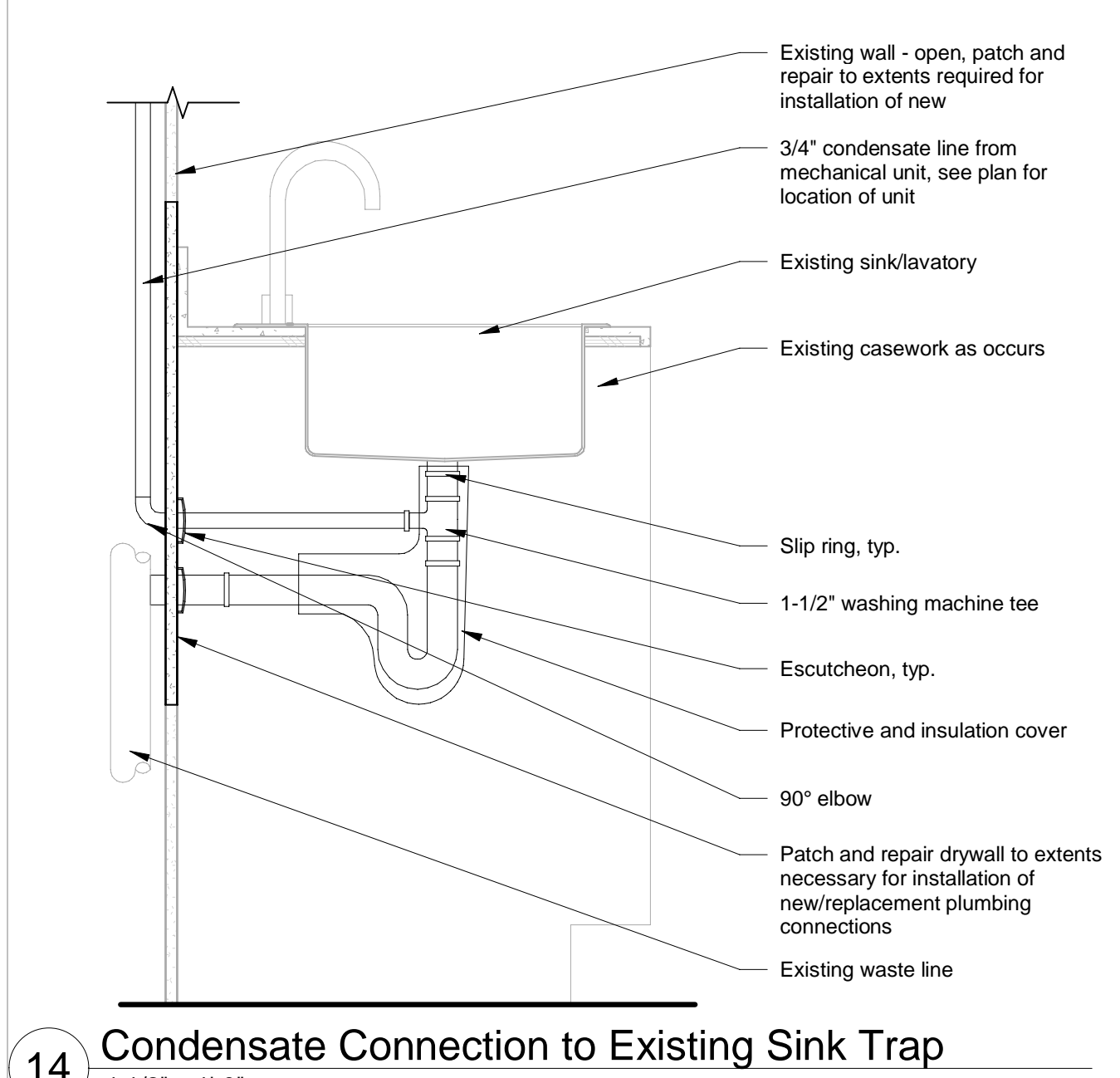
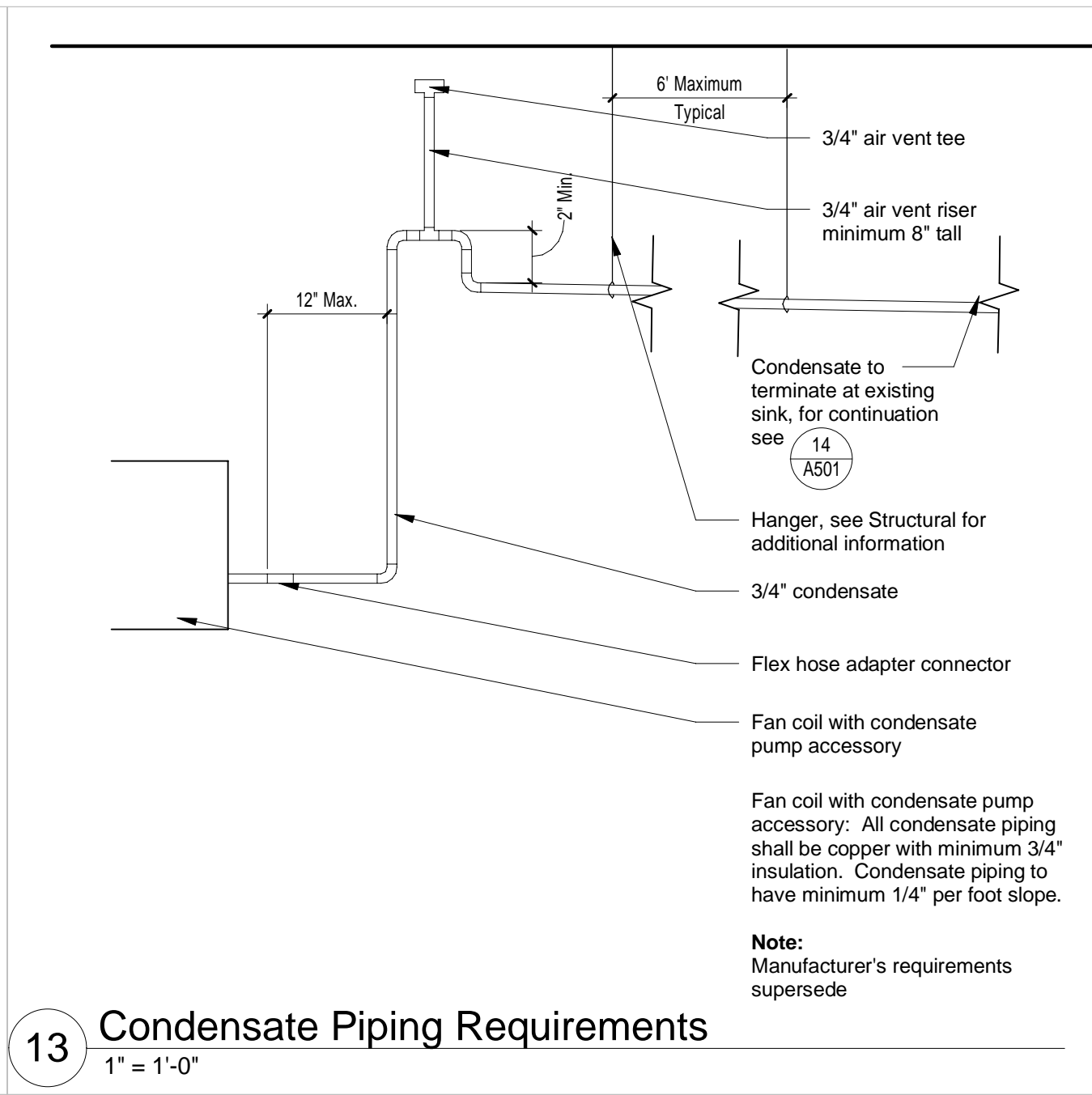
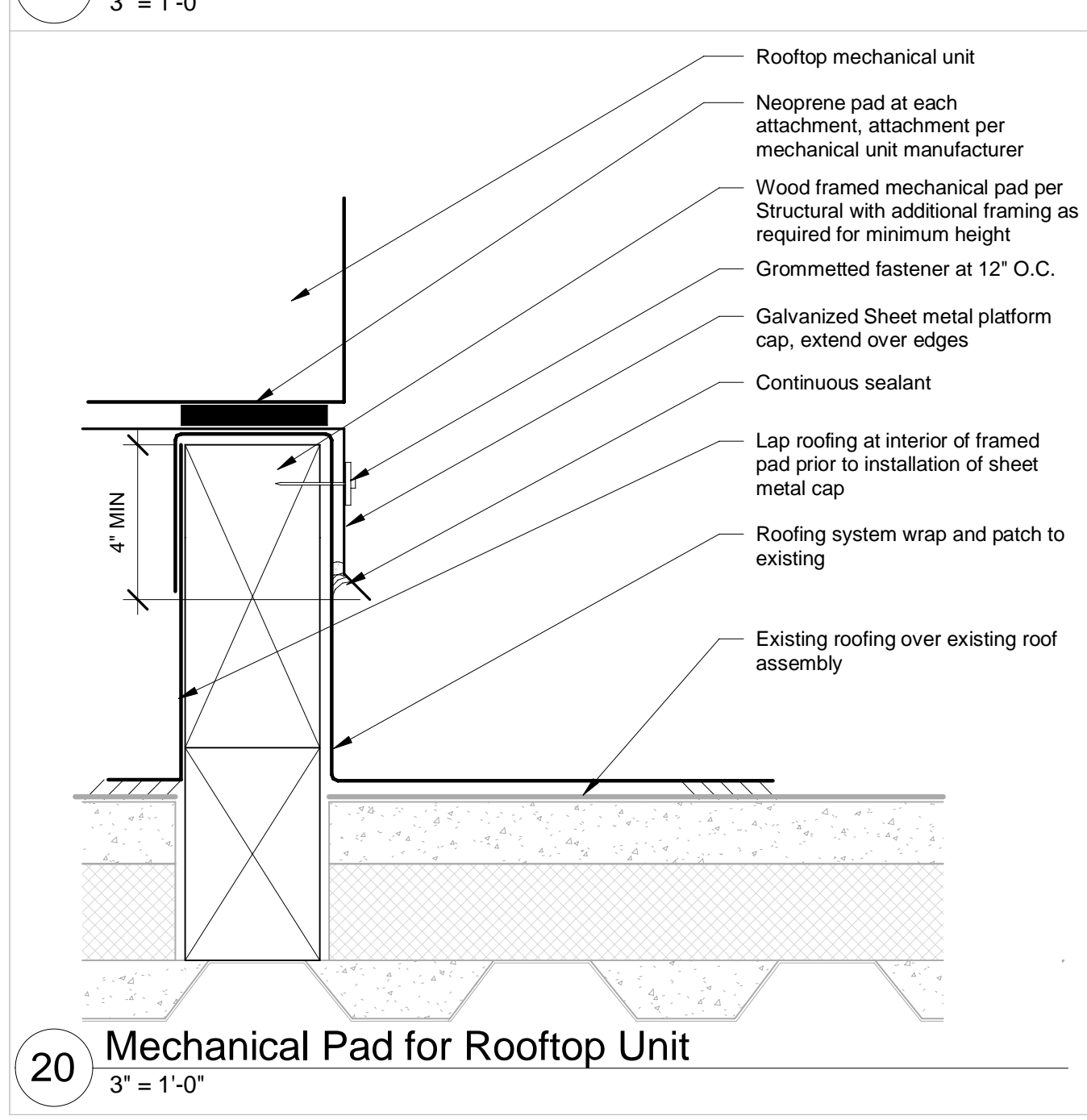
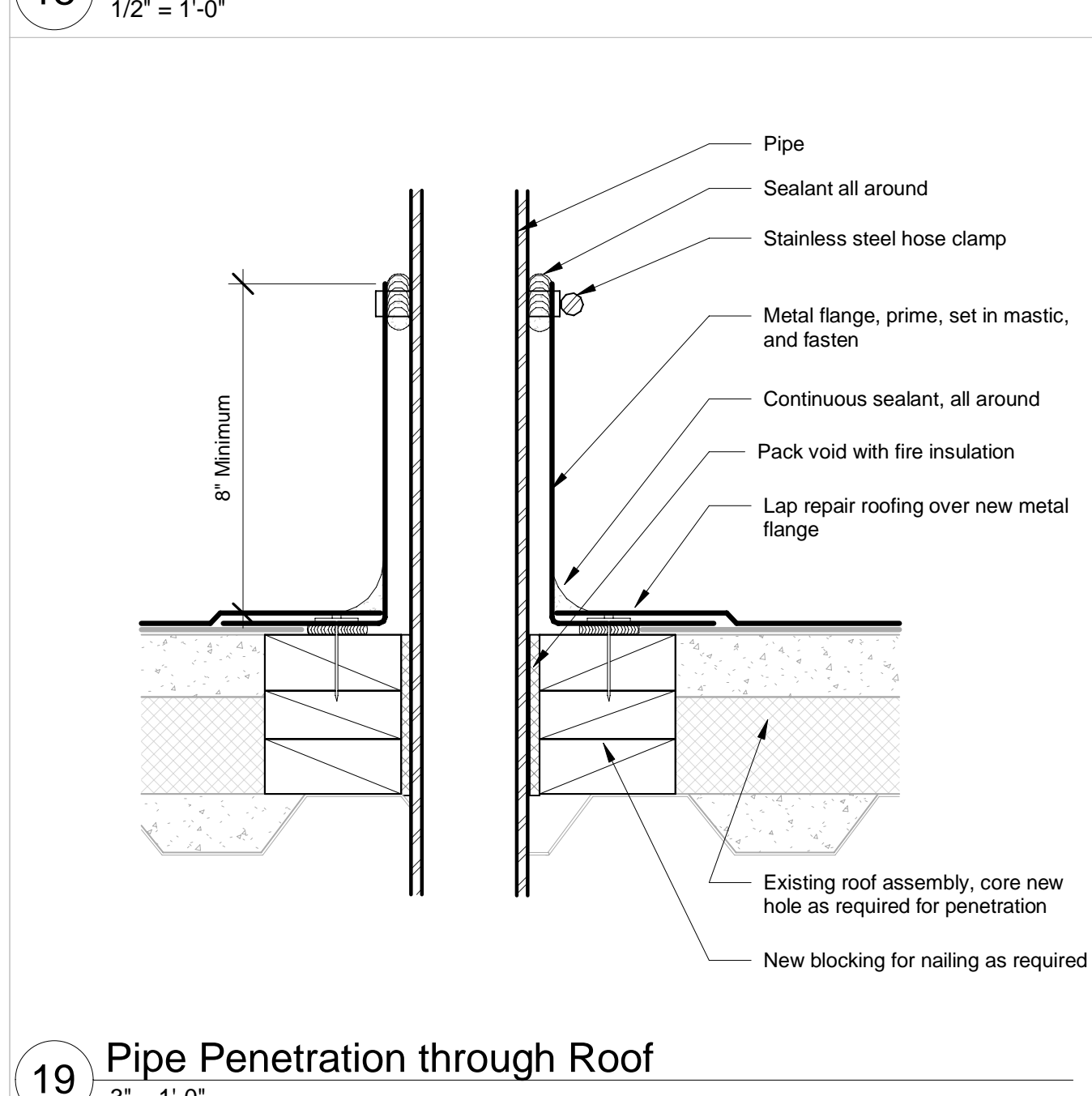
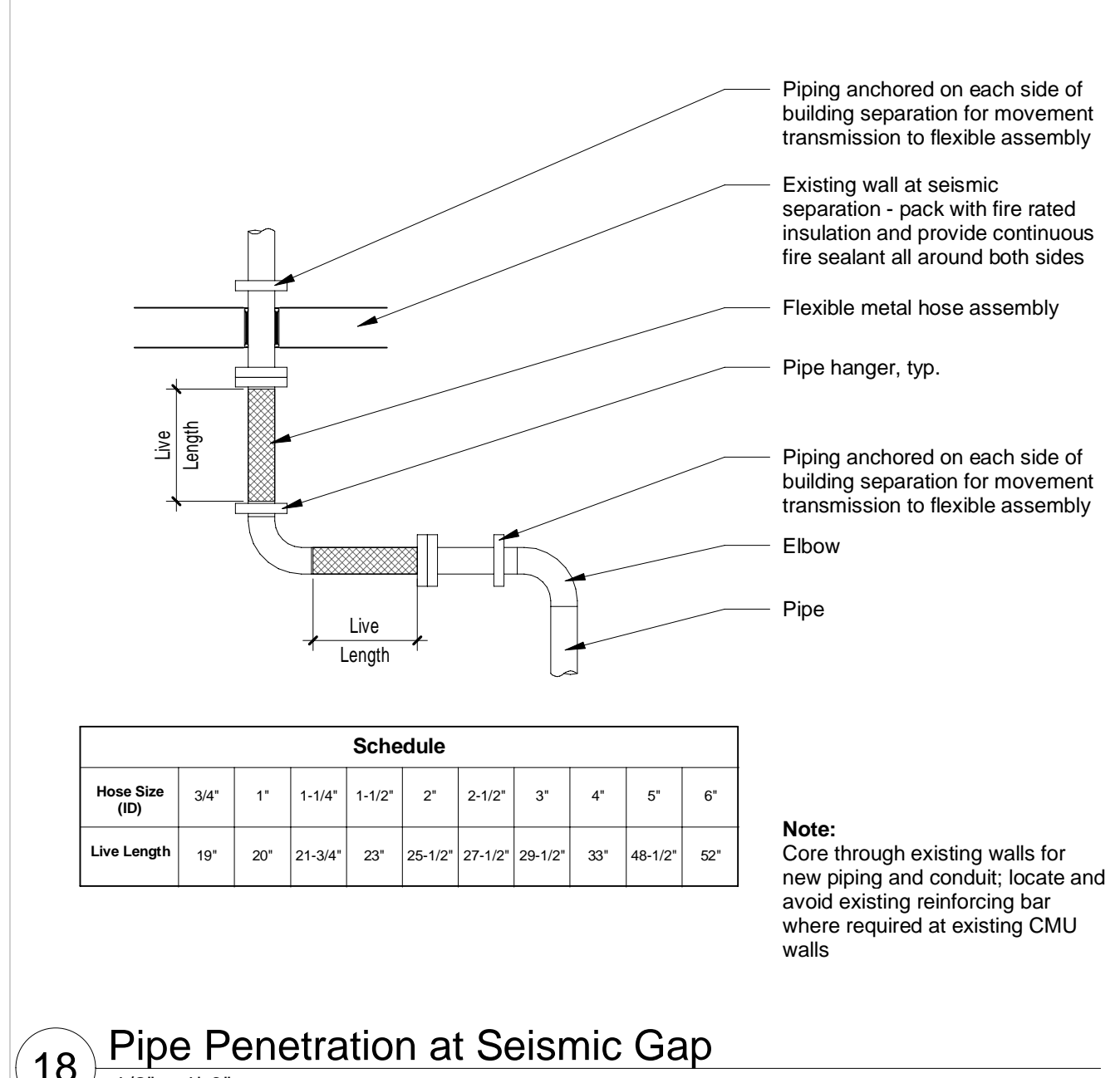
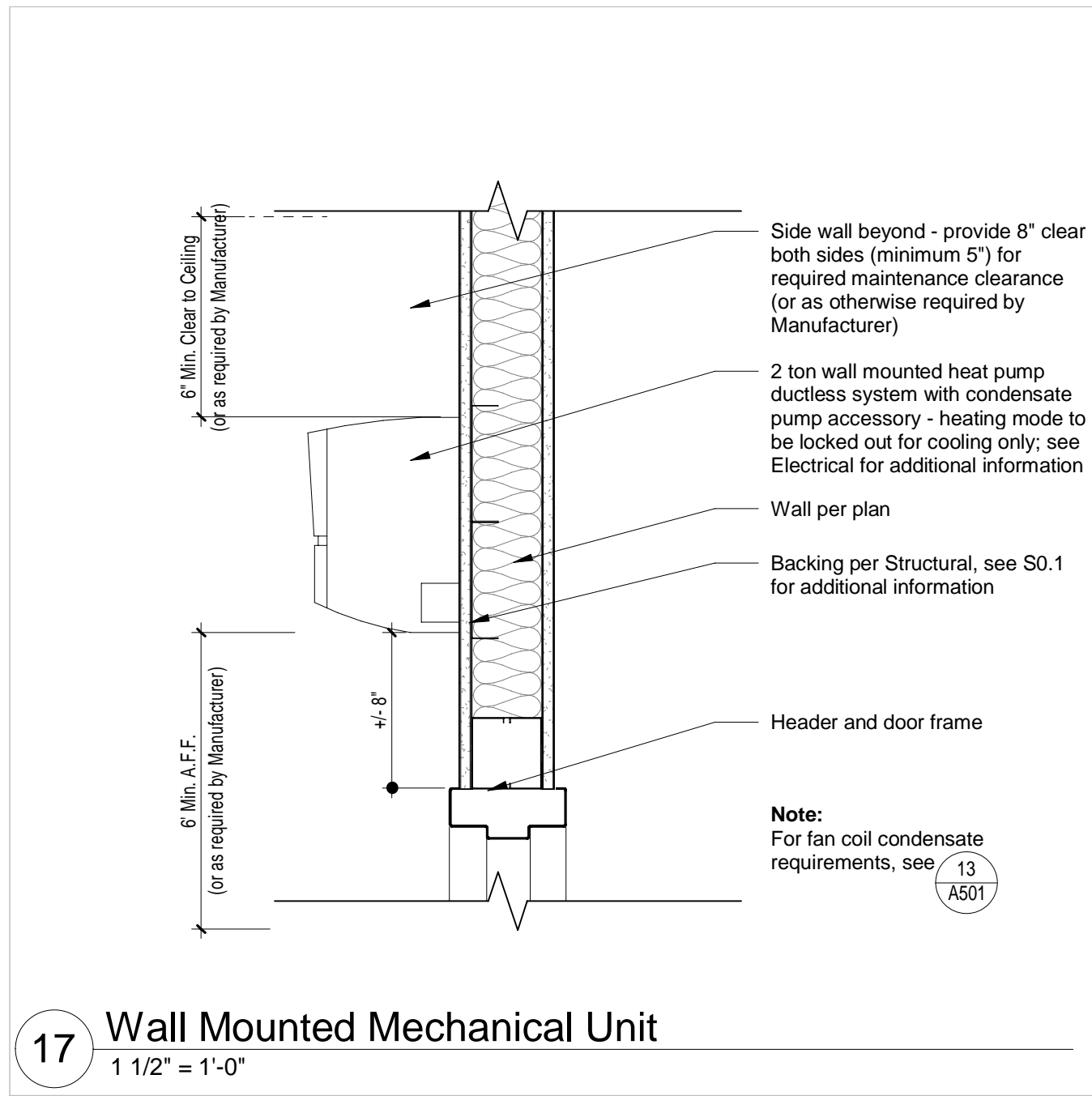
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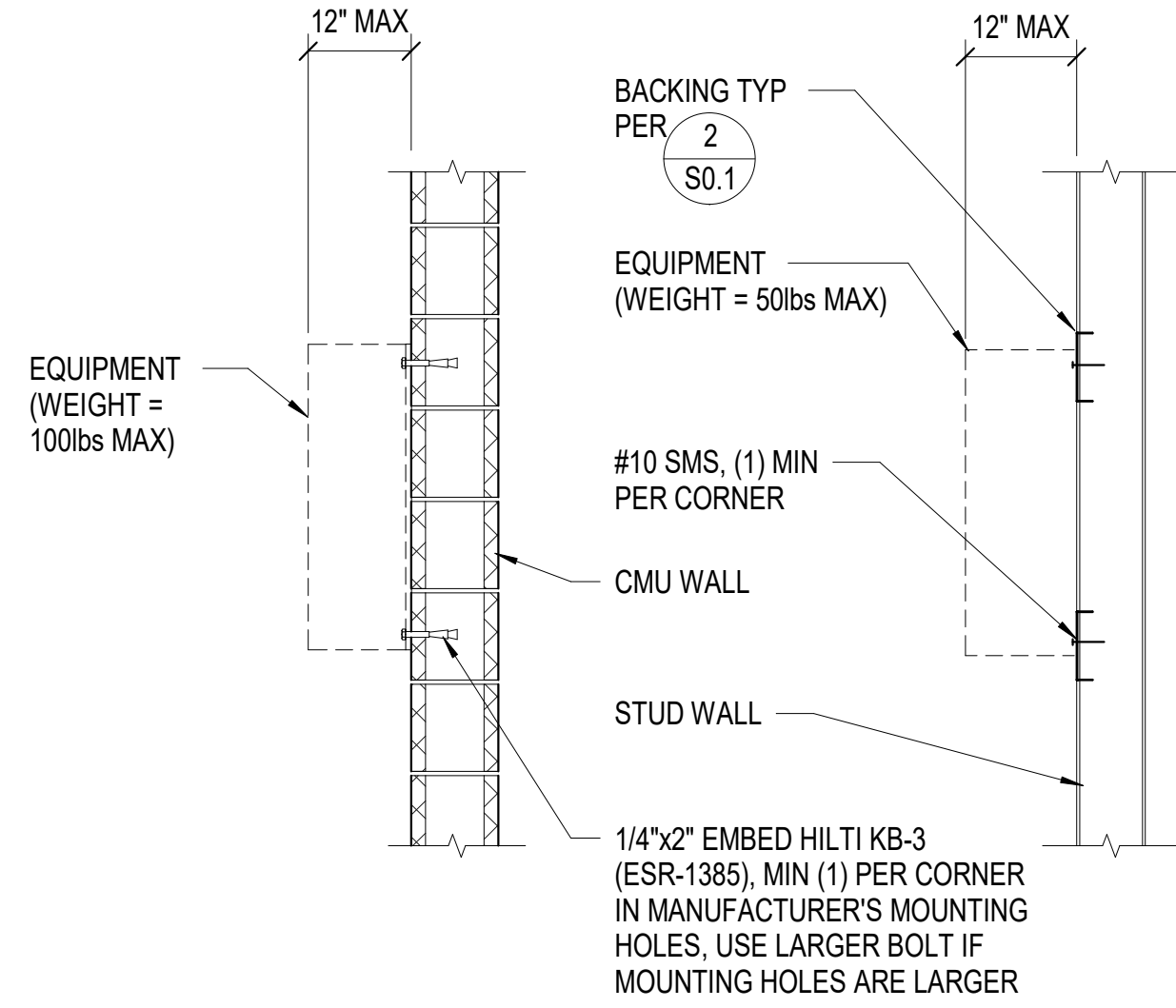
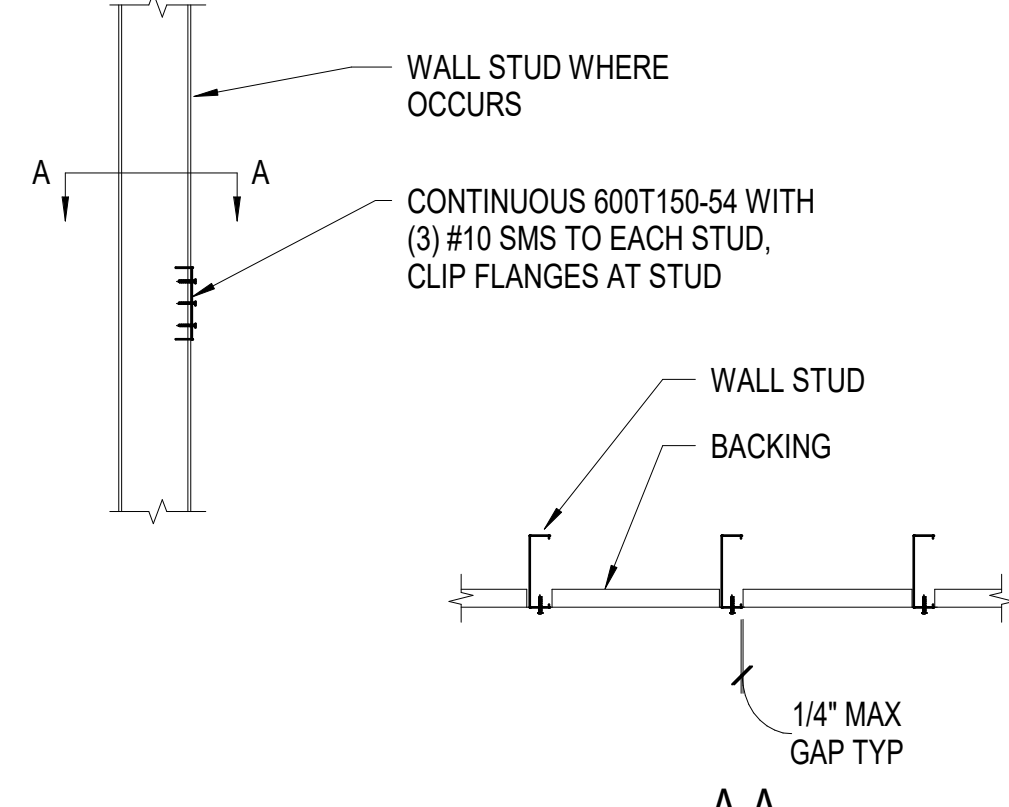
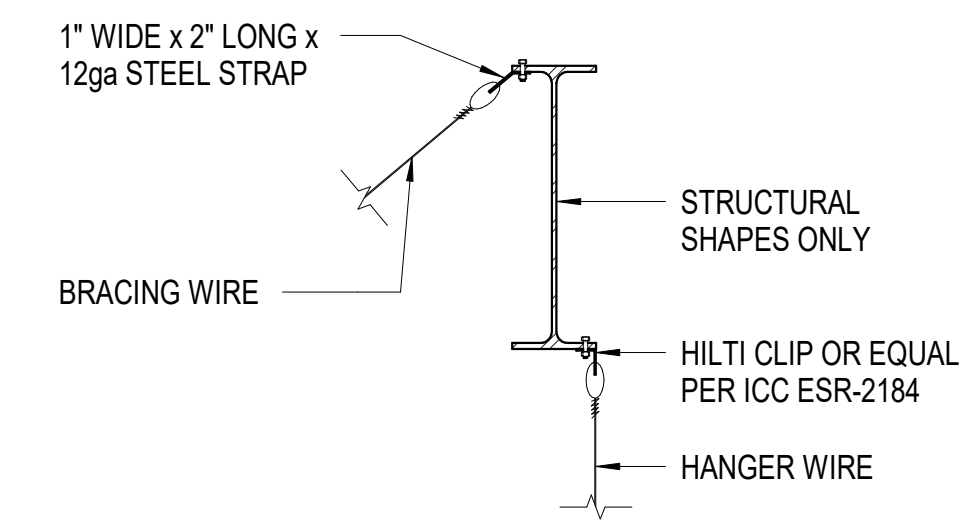
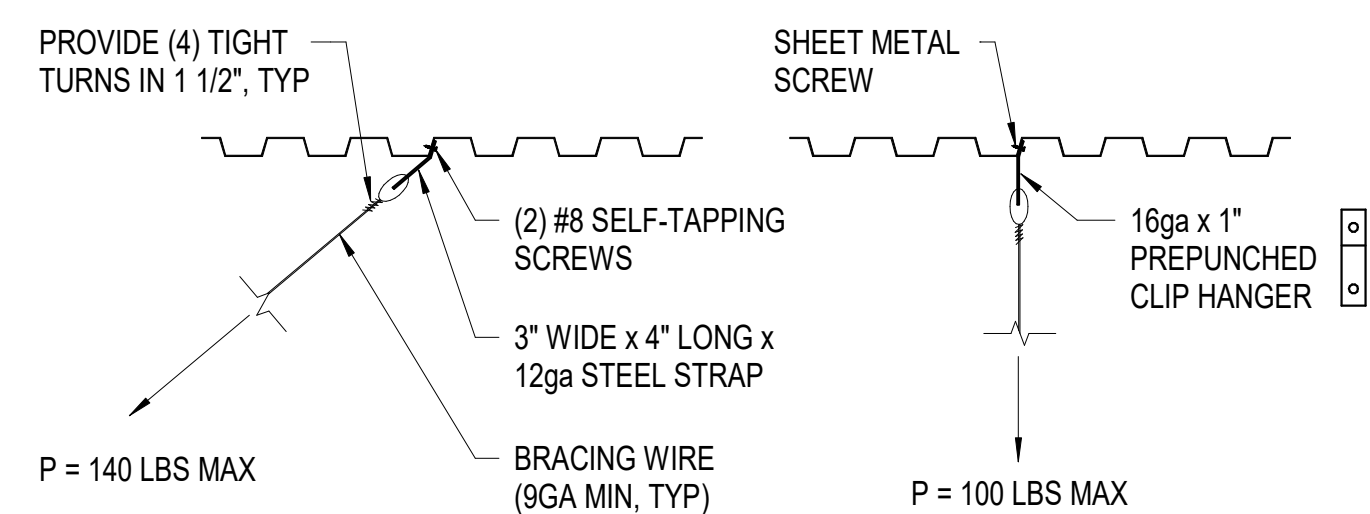
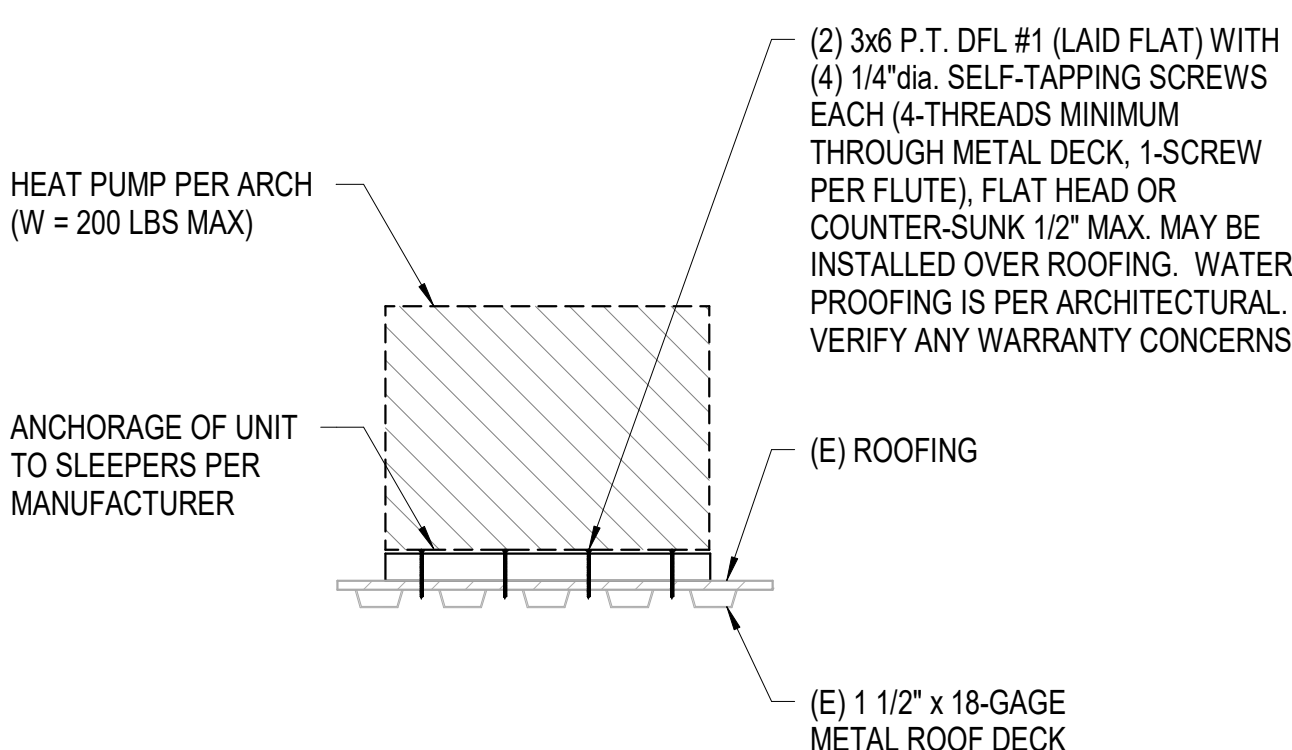
Reflected Ceiling Plan - Demolition



$$1/8'' = 1'-0''$$


1. Refer to Electrical Plans for Fixture Types
2. All exposed metal ductwork, grilles, fire-lines, water lines, pipes, and conduits shall be primed and painted. The Architect shall select the color prior to painting.
3. At exposed ceilings, all visible mechanical, electrical, and plumbing components shall be primed and painted. The Architect shall select the color prior to painting in parallel to the framing. Prior to installation review and coordinate routing with the Architect.
4. All fixture/device locations shall be verified and coordinated. Notify the Architect of any discrepancies / conflicts.
5. All Mechanical grilles shall be painted to match the adjacent ceiling color; See Mechanical Plans for grilles and fans.



			<div></div> <div>EQUIPMENT ANCHORAGE - WALL MOUNTED</div> <div>1 S0.1</div>	<div>GENERAL</div> <div>COPYRIGHT © BWE</div> <div>1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS BEFORE STARTING WORK AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES THAT ARE FOUND.</div> <div>2. DO NOT SCALE DETAILS OR DRAWINGS. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL DIMENSIONS WHERE REQUIRED.</div> <div>3. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.</div> <div>4. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS USED SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.</div> <div>5. WHEN A DETAIL IS IDENTIFIED AS TYPICAL, THE CONTRACTOR IS TO APPLY THIS DETAIL IN ESTIMATION AND CONSTRUCTION TO EVERY LIKE CONDITION WHETHER OR NOT THE REFERENCE IS REPEATED IN EVERY INSTANCE.</div> <div>6. ALL WORK SHALL CONFORM TO THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE (CBC) AND OTHER REGULATORY AGENCIES WHO MAY HAVE AUTHORITY OVER THE WORK.</div> <div>7. THESE DRAWINGS REPRESENT THE STRUCTURE IN ITS FINAL CONFIGURATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR ALL MEANS AND METHODS ASSOCIATED WITH ACHIEVING THIS FINAL CONFIGURATION, INCLUDING BUT NOT LIMITED TO SHORING, BRACING OR SOILS EXCAVATIONS.</div> <div>8. THE CONTRACTOR SHALL COORDINATE WITH ALL TRADES ANY ITEMS THAT ARE TO BE INTEGRATED INTO THE STRUCTURAL SYSTEM SUCH AS OPENINGS, PENETRATIONS, MECHANICAL AND ELECTRICAL EQUIPMENT, ETC. SIZES AND LOCATIONS OF MECHANICAL AND OTHER EQUIPMENT THAT DIFFERS FROM THOSE SHOWN ON THE CONTRACT DRAWINGS SHALL BE REPORTED TO THE ARCHITECT/ENGINEER. CONTRACTOR SHALL TAKE MEASURES AS REQUIRED TO ENSURE THAT CONSTRUCTION LOADS SHALL NOT EXCEED DESIGN LOADS FOR THE STRUCTURE.</div> <div>9. ALL REFERENCED CODES AND STANDARDS SHALL BE THE LATEST APPROVED EDITION, U.O.N. FOR THE STRUCTURE.</div> <div>10. IN THE CASE OF DISCREPANCIES BETWEEN THE STRUCTURAL DRAWINGS AND SPECIFICATIONS, THE INFORMATION SHOWN ON THE STRUCTURAL DRAWINGS SHALL GOVERN.</div>
		<div></div> <div>STEEL STUD BACKING DETAIL</div> <div>2 S0.1</div>	<div>NOTICE TO CONTRACTOR</div> <div>BY USING THIS PERMITTED SET OF CONSTRUCTION DRAWINGS FOR CONSTRUCTION AND/OR INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OR JURISDICTION HAVING AUTHORITY OVER THE WORK FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIALS TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.</div> <div>NOTICE TO OWNER / OWNER'S AGENT</div> <div>BY USING THIS PERMITTED SET OF CONSTRUCTION DRAWINGS FOR CONSTRUCTION AND/OR INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OR JURISDICTION HAVING AUTHORITY OVER THE WORK FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIALS TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.</div> <div>DESIGN CRITERIA</div> <div>1. APPLICABLE CODES: CALIFORNIA BUILDING CODE, 2022 EDITION</div> <div>2. LIVE LOADS, UNIFORM AS FOLLOWS (REDUCIBLE U.O.N.): a. ROOF 20psf</div> <div>3. SEISMIC DESIGN CRITERIA: SITE CLASS D SEISMIC DESIGN CATEGORY D RISK CATEGORY II $S_s = 0.995$ $S_1 = 0.382$ $S_{D1} = 0.471$ $I = 1.00$ $S_{DS} = 0.796$ (EQUIVALENT LATERAL FORCE PROCEDURE)</div> <div>4. WIND DESIGN CRITERIA: WIND EXPOSURE C RISK CATEGORY II $G C_{pe} = \pm 0.18$ $P = q_h (G C_p - G C_{pe})$ $V = 96\text{mph}$ $K_d = 0.85$ $K_e = 1.0$ $K_z = 1.0$</div>	
		<div></div> <div>AT STEEL BEAMS</div> <div></div> <div>AT STEEL ROOF DECK</div> <div>NOTE: REMOVE AND RE-APPLY FIREPROOFING WHERE REQUIRED TO INSTALL HANGERS.</div> <div>HANGER WIRE DETAIL</div> <div>3 S0.1</div>	<div>EQUIPMENT AND COMPONENT NOTES</div> <div>1. THE STRUCTURAL PLANS INDICATE THE APPROXIMATE LOCATION OF EQUIPMENT, AS WELL AS RATED FRAMING NECESSARY TO SUPPORT SUCH EQUIPMENT. THE FINAL POSITION OF THESE ITEMS IS DEPENDENT ON THE SPECIFIC EQUIPMENT PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WORK BETWEEN SUBCONTRACTORS AND MANUFACTURERS.</div> <div>2. ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE APPROVED CONSTRUCTION DOCUMENTS. WHERE NO DETAIL IS INDICATED, THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE [IBC/CBC] CHAPTER 16 AND ASCE [7-16] CHAPTER 13, 15, 26, AND 30. A. ALL PERMANENT EQUIPMENT AND COMPONENTS. B. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. C. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.</div> <div>3. THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT THE ATTACHMENT NEED NOT BE DETAILED ON THE PLANS. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT. B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.</div> <div>4. FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY.</div> <div>5. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.</div>	
		<div></div> <div>ROOFTOP HEAT PUMP ANCHORAGE</div> <div>4 S0.1</div>		

1

AV Plan Symbols

- Field conditions may require audio/video device locations to deviate from the locations illustrated on the drawings. The specific, installed, location of all audio/video devices shall be coordinated with the owner and the audio/visual system designer prior to installation.
- A minimum of 36" clearance is required at both the front and rear of audio/video equipment racks. Access must be provided to the rear of the equipment racks.
- All mounting height dimensions are to center of box unless otherwise noted.

2

General Notes

- All systems wiring will be in conduit unless approved by the Consultant or otherwise noted on drawings.
- There are minimum conduit separations that must be maintained between conduits carrying wire of different signal groups. It is important to note that while different signals may exist in a single box, it is not appropriate to run more than one signal group in a single conduit. Refer to tables below for conduit separation distances.
- It will be necessary at times for conduits of different signal groups to cross in close proximity. The conduit paths must be designed to cross at 90 degrees to each other.
- The minimum conduit size shall be 3/4" and the conduit should be sized for max. 40% fill, or less if required by prevailing code.
- Per TIA 569-E, indoor conduit runs shall have access to a pull box every 100' if there are more than (2) 90-degree bends. Pull boxes shall be placed in a straight section of the conduit.
- Conduit for Outside Plant (OSP) optical fiber should have pull boxes placed at intervals no greater than 300'.
- Conduit bend radius will be no less than 6 times the diameter for conduits less than 2"ø, and no less than 10 times the diameter for conduits greater than 2"ø.
- The design will require pull lines to be left in all conduit by the Contractor installing the conduit.
- The conduit system shall incorporate additional pull boxes as required to match the pull tensions of the wiring to be installed.
- The installing contractor shall determine from the cable specifications the appropriate pull tensions, and lubricate to ensure that the cable insulation will not be abraded or cut during installation.
- Signal conduits should be mechanically and electrically connected to the receptacle boxes. These conduits and boxes should connect to the building safety grounding system.
- PVC conduit may only be used in underground applications. All above slab conduit shall be EMT.
- The tables below define minimum spacing requirements for conduits containing different types and levels of audio, video and communication signals that will be part of the complete systems. It is important that each group be installed in raceways discreet from other group levels.
- In a situation where there will exist a heavy current demand in adjacent conduits, or where there will be parallel runs >100', there will need to be additional separation between those conduits and the Signal Group A/B/C conduits.
- Any wiring that is classified within a group can be combined in a raceway carrying other wiring that is in the same group. Common junction boxes/wire raceways that combine different signal groups shall not be used.
- The different levels of signal grouping are defined as follows:

Group A - Microphone and other sensitive wiring (0 - 100mV)
Group B - Line level wiring (100mV - 10V)
Group C - Loudspeaker and Control wiring (10V - 70V)

Separations - EMT or Rigid			
	Group A	Group B	Group C
Group A	Adjacent	Adjacent	3"
Group B	Adjacent	Adjacent	3"
Group C	3"	3"	Adjacent
Branch Circuits (<30A)	6"	6"	6"
Branch Circuits (30A - 60A)	6"	6"	6"
Branch Circuits (>60A)	12"	12"	12"
Dimmer Controlled Lighting	12"	12"	12"
SCR Controlled Devices	12"	12"	12"
208/480V Feeder Circuits	24"	24"	24"
All Others (Plumbing, Heat, Etc.)	12"	12"	12"

Separations - PVC			
	Group A	Group B	Group C
Group A	Adjacent	Adjacent	6"
Group B	Adjacent	Adjacent	6"
Group C	6"	6"	Adjacent
Branch Circuits (<30A)	6"	6"	6"
Branch Circuits (30A - 60A)	6"	6"	6"
Branch Circuits (>60A)	12"	12"	12"
Dimmer Controlled Lighting	12"	12"	12"
SCR Controlled Devices	12"	12"	12"
208/480V Feeder Circuits	24"	24"	24"
All Others (Plumbing, Heat, Etc.)	12"	12"	12"

3

Conduit Notes

Common Architectural Abbreviations

AFF Above Finished Floor
Bot Bottom
Clg Ceiling
Col Column
Cont Continuous
Dia Diameter
Dim(s) Dimension(s)
Dn Down
Dwg Drawing
Ea Each
El Elevation
Elec Electrical
Eq Equal
Exist Existing
Ext Exterior
Fir Floor
Ga Gauge
GWB Gypsum Wall Board
HVAC Heating, Ventilating, and Air Conditioning
Int Interior
Max Maximum
Mech Mechanical
Min Minimum
NIC Not in Contract
Nom Nominal
OC On Center
PVC Polyvinyl Chloride
RCP Reflected Ceiling Plan
Reqd Required
Rm Room
Sim Similar
Spec Specified OR Specification
Stl Steel
Struct Structure OR Structural
T&G Tongue and Groove
TME To Match Existing
TO Top Of
Typ Typical
UNO Unless Noted Otherwise
UON Unless Otherwise Noted
W/ With

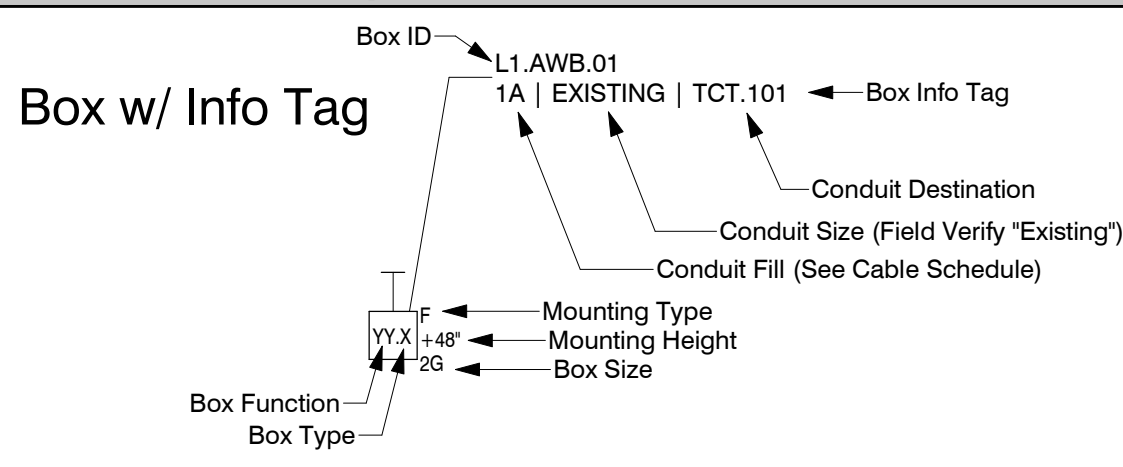
AV Specific Abbreviations

CB Ceiling Box
AR Audio Equipment Rack
AVR Audio-Video Equipment Rack
FB Floor Box
H Horizontal
HDSDI High Definition Serial Digital Interface
IO Input/Output
PRJ Projector
SDI Serial Digital Interface
SP Speaker
STC Sound Transmission Coefficient
TCT Technical Cable Tray
TV Display/Television
UI User Interface
V Vertical
VR Video Equipment Rack
WB Wall Box

4

Abbreviations

Examples and Nomenclature



Box ID Nomenclature:
Group (Discipline + Box Style) Box #
ex: L1.AWB.01 = Level 1 Audio + Wall Box Box #01

System Prefixes:
A = Audio or AV
V = Video
Box Style:
CB = Ceiling-Mount Box
FB = Floor-Mount Box
JB = Junction Box
PB = Pipe-Mount Box
WB = Wall-Mount Box

Mounting Type:
F = Flush Mount
S = Surface Mount
SR = Semi-Recessed Mount
PM = Pedestal Mount

Mounting Height:
Height shown is from finish floor (AFF) to center of installed box UON.
Box Size:
A standard trade size, size is given in number of gangs or inches. If custom size "C" is shown, Ref schedule(s).

Cable Tray ID:
TCT Level + Area
TCT = Technical Cable Tray
Example: TCT.101
Conduit Destination:
AC = Accessible Ceiling
CT = Cable Tray
Cable Destination:
Conduit
Destination U.O.N.

Box Function (YY):
An Antenna
Av AV Connectivity
Bt Bluetooth Input
Cm Camera
C Ceiling Speaker
Cb Floorbox
Fb Floorbox
Hi HDMI Input
Ht HDMI Transmitter
IC Intercom
IO Input/Output
Pc Pendant Speaker
Pc Push Button Ctr
Pr Projector
Pt Poke Thru
Sb Subwoofer
Loudspeaker
Sp Projection Screen
Ts Touch Screen
TV Television/Display
UI User Interface
Vc Volume Control

5

AV Cable Schedule

Minimum Cable Lengths Outside of Boxes			
Note	Box Function	Box Size Condition	Length Outside of Box
1	CM	N/A	2 Feet
2	xCT	Cable Tray	20 Feet
3	xER	Equipment Rack	20 Feet
4	JB	24"x24" or larger	20 Feet
5	JB	Less than 24"x24"	4 Feet
6	IC	N/A	2 Feet
7	UI	N/A	2 Feet
8	IO	N/A	2 Feet
9	VC	N/A	2 Feet
10	SP	N/A	2 Feet
11	TV	N/A	2 Feet

Refer to the Junction Box Schedule for Special Conditions.

6

Minimum Cable Lengths Outside of Boxes

AV Division of Responsibilities			
	Category	Description	Other
1	Power	Provide all AC power circuits, receptacles (except those in the AV Racks), and standard power panels. TP circuits to utilize commercial grade receptacles.	DIV 26
2	Power	Provide AC power connections and circuits within audio-video equipment racks. Provide an appropriately sized J-box at the top of each rack with power circuit cabling terminating in 24" digital. - Label each circuit with circuit number.	X
3	Conduit & Boxes	Provide all conduit (with measured pull string), gang boxes, pull boxes, wall panel back boxes, pull string and raceways required for the audio and video systems. Clearly label with permanent marker all boxes and conduits listed above.	DIV 26
4	Conduit & Boxes	Provide cable tray(s). Refer to plans and specifications for sizes and locations.	DIV 26
5	Conduit & Boxes	Provide cable hooks and/or wireway as shown in drawings.	DIV 26
6	Conduit & Boxes	Furnish speaker backcans and floorbox backcans to installing contractor.	X
7	Conduit & Boxes	Install speaker backcans and floorbox backcans (provided by contractor above).	DIV 26
8	Low Voltage Cabling	Provide low voltage cabling.	X
9	Low Voltage Cabling	Verify all conduit and cable fills for accuracy. Provide to the installing contractor a run list of all wire pulls, including wire numbers.	X
10	Low Voltage Cabling	Terminate all low voltage cables related to the audio systems as shown on drawings AV7.01 thru AV7.49.	X
11	Low Voltage Cabling	Terminate all low voltage cables related to the video systems as shown on drawings AV7.50 thru AV7.99	X
12	Structural	Provide support structure for loudspeaker clusters/arrays weighing less than 500 lbs.	X
13	Structural	Provide support structure for loudspeaker clusters/arrays weighing greater than 500 lbs. Coordinate with 27.41 36 Contractor.	DIV 5
14	Structural	Install all speakers and speaker clusters.	X
15	Equipment	Provide all equipment noted on AV series sheets.	X
16	Millwork	Furnish all millwork at the front-of-house control booth including half-height walls, countertop, and cabinetry. Refer to drawings for exact specifications.	DIV 6
17	Millwork	Provide and install all loudspeaker grilles and/or covers with exceptions noted below. Refer to architectural drawings for extent of grill cloth. Exceptions: Central ceiling speakers with self-contained grilles.	DIV 9
18	Other	Provide a contact closure to the audio-video racks for emergency muting of audio system in Fire Alarm Condition (if required by local code authority).	DIV 26

Terms and Definitions:

Provide = Supply and install equipment
Furnish = Supply to another contractor for installation
Install = Install equipment provided by another contractor

All cabling originating from a box with an "A" prefix (AWB, AFB, etc.) to be provided and installed by the 27.41 36 contractor.

All cabling originating from a box with a "V" prefix (WVP, VFB, etc.) to be provided and installed by the 27.41 39 contractor.

7

Division of Responsibilities



Schulman Auditorium & Cannon Art Gallery

1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule

No. Revision Issue Date

Drawing Set Issue Schedule

Description Issue Date
Construction 28 Nov 2023
Documents

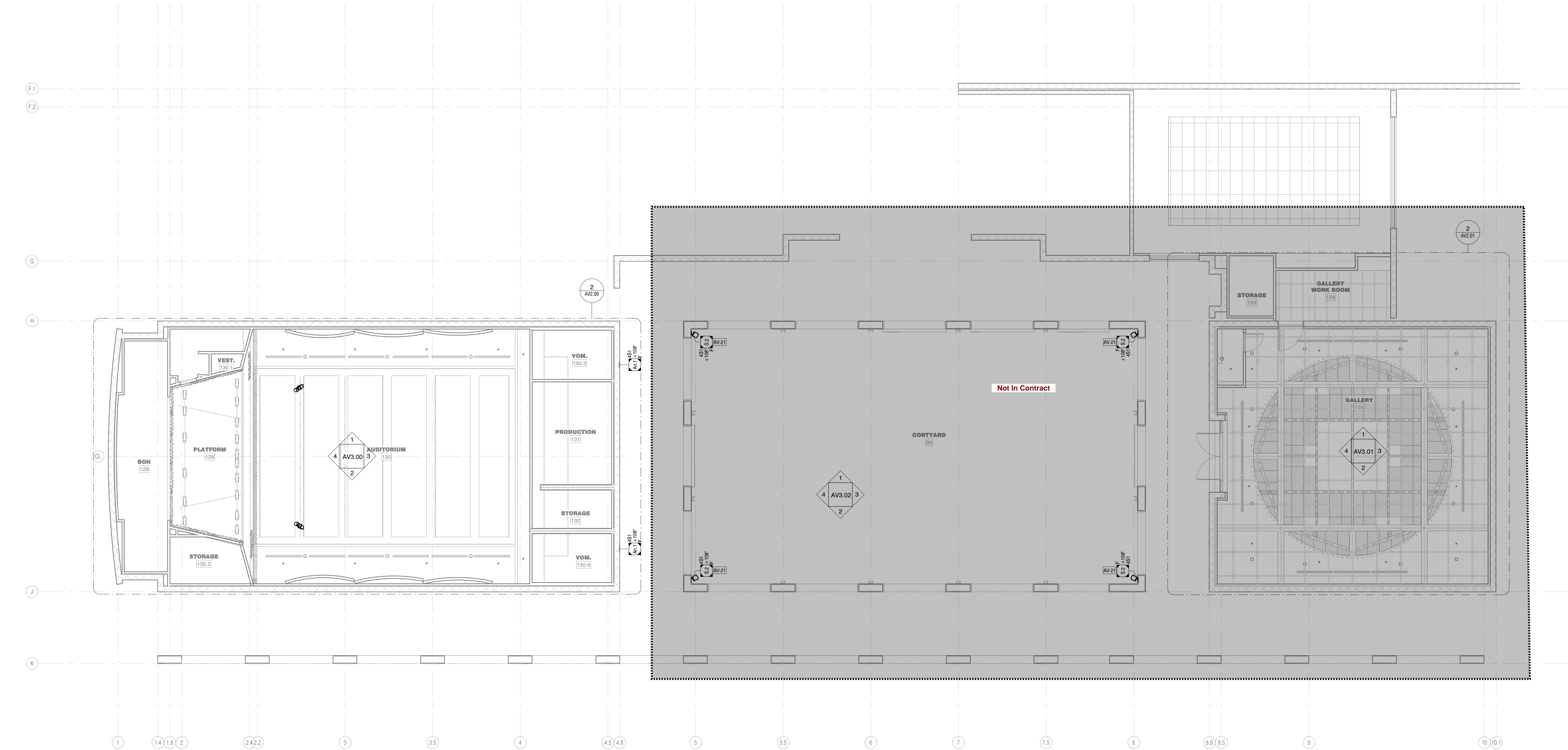
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domustudio architecture

General Notes & Legends

Scale: 1/8" = 1'-0"

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Project No. 4262023 104637-PA
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4/26/2023 10:46:37 PM



1 AV - Reflected Ceiling Plan
Scale: 1/8" = 1'-0"

AV Keynote Legend	
Key	Keynote
AV-21	Courtyard Speaker. Support is required for ~74lbs. 274134 to provide appropriately sized wall mount. 274134 to coordinate mounting conditions with GC. DIV 26 to provide 20A, 120V simplex utility power receptacle adjacent to AV box for speaker power. (1) Circuit per every (2) AV wall mounted box.



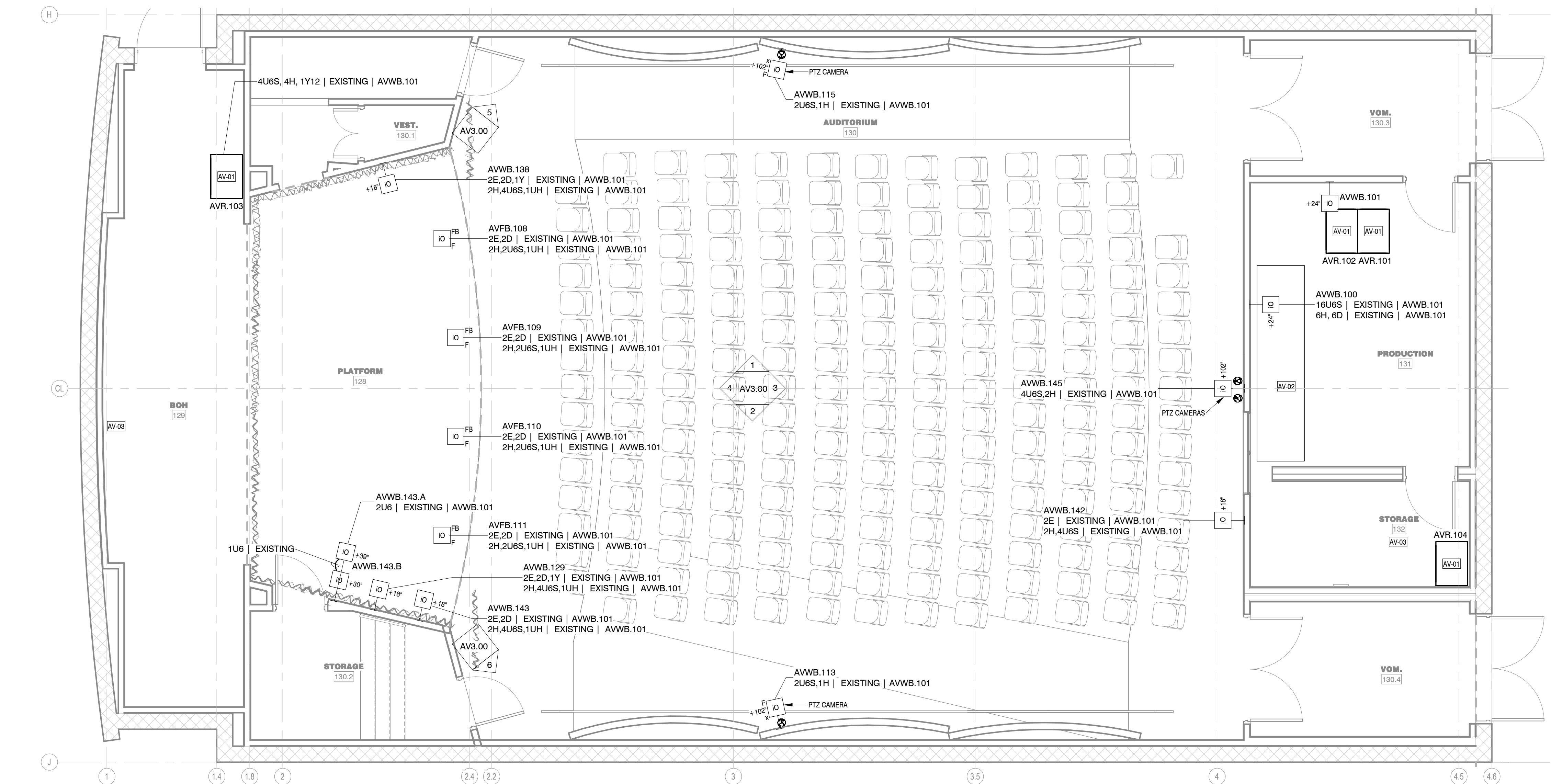
Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule	
No.	Revision
Issue Date	

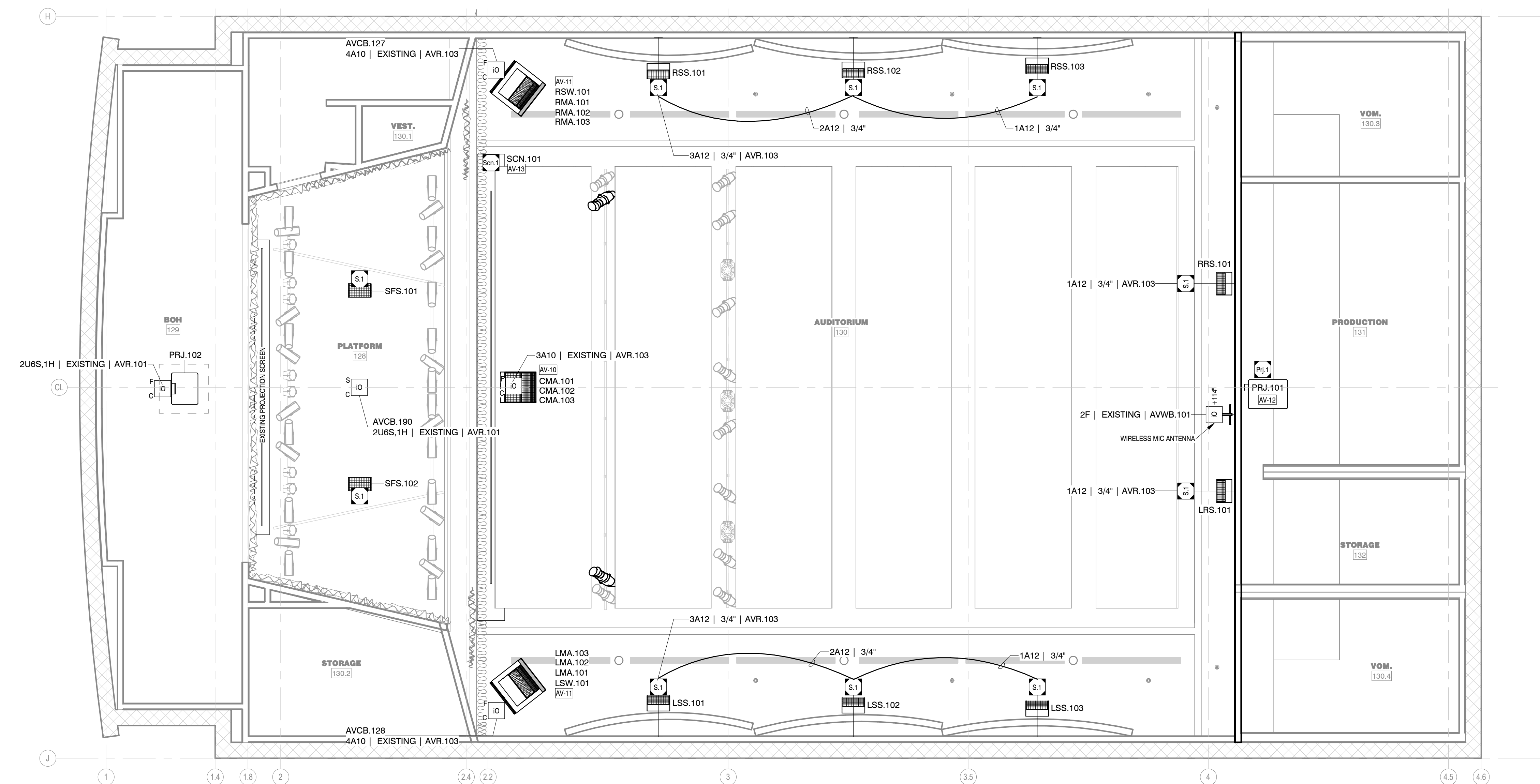
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Description	Issue Date
Construction Documents	28 Nov 2023

Key to Legend

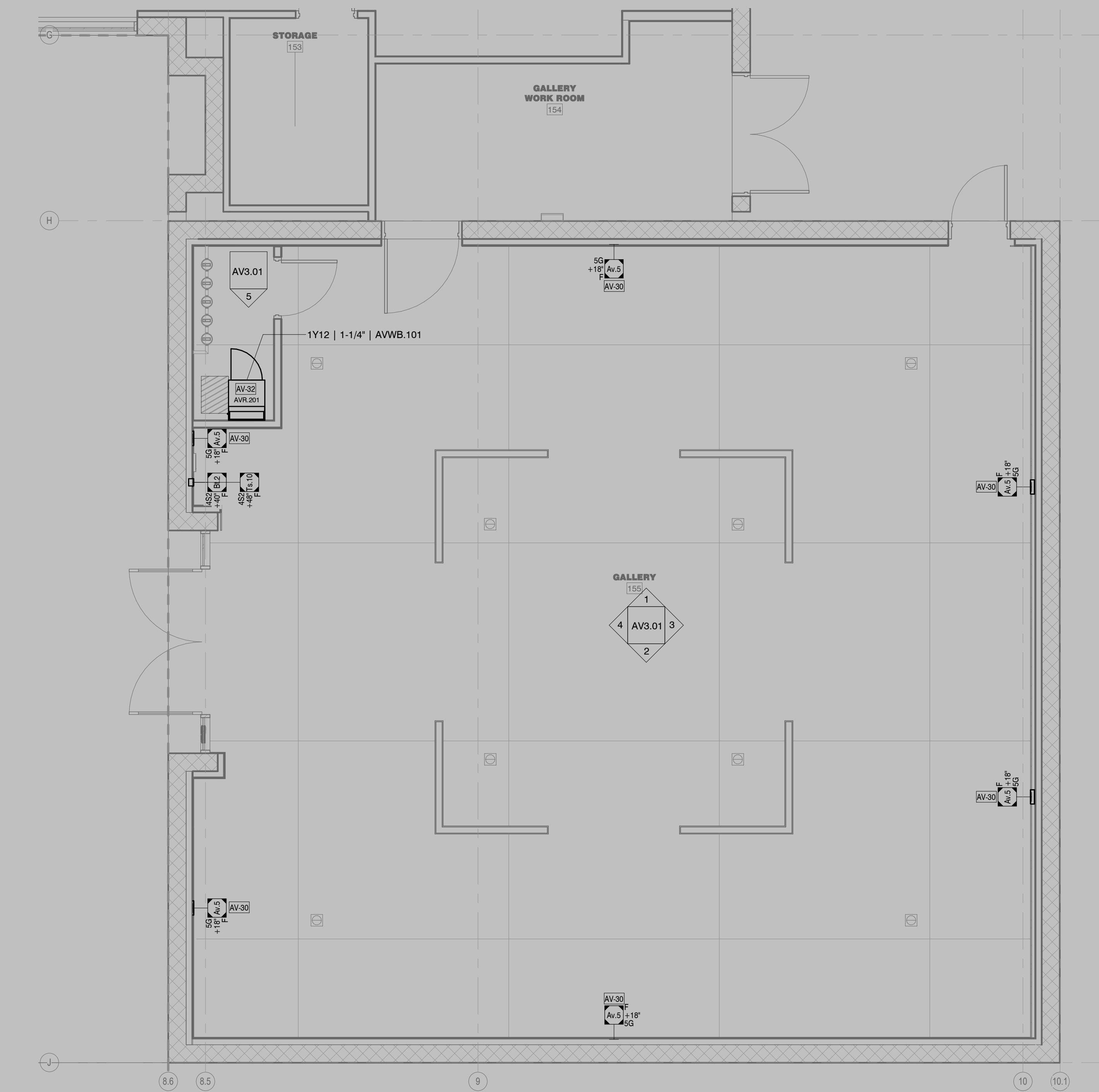
Key	Disconnect
AV-01	Existing Equipment Rack. Label and keynote all wires from all equipment. Remove all equipment from rack. Rack to remain for population and retermination of new equipment. Cabling to be removed or accommodated to new equipment. Itemize, catalogue, palletize, store, and protect all equipment during construction. Submit itemized list to owner for review. Discard all owner approved equipment to surplus, landfill, or recycling centers. Update itemized catalogue to reflect remaining inventory and store equipment in areas designated by the owner on provided storage racks at the completion of construction.
AV-02	Audio Production Desk. Remove all equipment from all equipment. Remove all equipment from desk. Desk to remain for population and retermination to new equipment. Cabling to be removed or accommodated to accommodate new equipment. Itemize, catalogue, palletize, store, and protect all equipment during construction. Submit itemized list to owner for review. Discard all owner approved equipment to surplus, landfill, or recycling centers. Update itemized catalogue to reflect remaining inventory and store equipment in areas designated by the owner on provided storage racks at the completion of construction.
AV-03	Existing Storage. Remove all equipment. Itemize, catalogue, palletize, store, and protect all equipment during construction. Submit itemized list to owner for review and for all owner approved equipment to surplus, landfill, or recycling centers. Update itemized catalogue to reflect remaining inventory and store equipment in areas designated by the owner on provided storage racks at the completion of construction.
AV-10	Auditorium Center Speaker Array. Structure is required for ~165lbs. Structural support will require a minimum of (2) attachment points from the top rigging frame comprised of aircraft cable, Miscellaneous steel, attachment points, & rigging hardware to be designed & installed by Licensed Structural Engineer. Coordinate color of speakers & rigging hardware with Architect. 274134 to coordinate mounting conditions with GC.
AV-11	Auditorium Side Speaker Arrays. Structure is required for ~270lbs. Structure support will require a minimum of (2) attachment points from the top rigging frame comprised of aircraft cable, Miscellaneous steel, attachment points, & rigging hardware to be designed & installed by 274134 stamped by Licensed Structural Engineer. Coordinate color of speakers & rigging hardware with Architect. 274134 to coordinate mounting conditions with GC.
AV-12	Auditorium Projector. Structure is required for ~152lbs. 274134 to provide appropriately sized projector mount, projector lensing, & control. Miscellaneous steel 274134 to provide (1) dedicated 300lb, 200' simplex power receptacle adjacent to AV box.
AV-13	Auditorium Projection Screen. Structure is required for ~900lbs. 274134 to provide miscellaneous steel, attachment points, & rigging hardware to support the screen from structure above. 274134 to coordinate mounting conditions with Rigging Contractor and GC. 274134 to provide dedicated 200A, 120' direct wire power to screen housing.



1 AV - Floor Plan - Auditorium

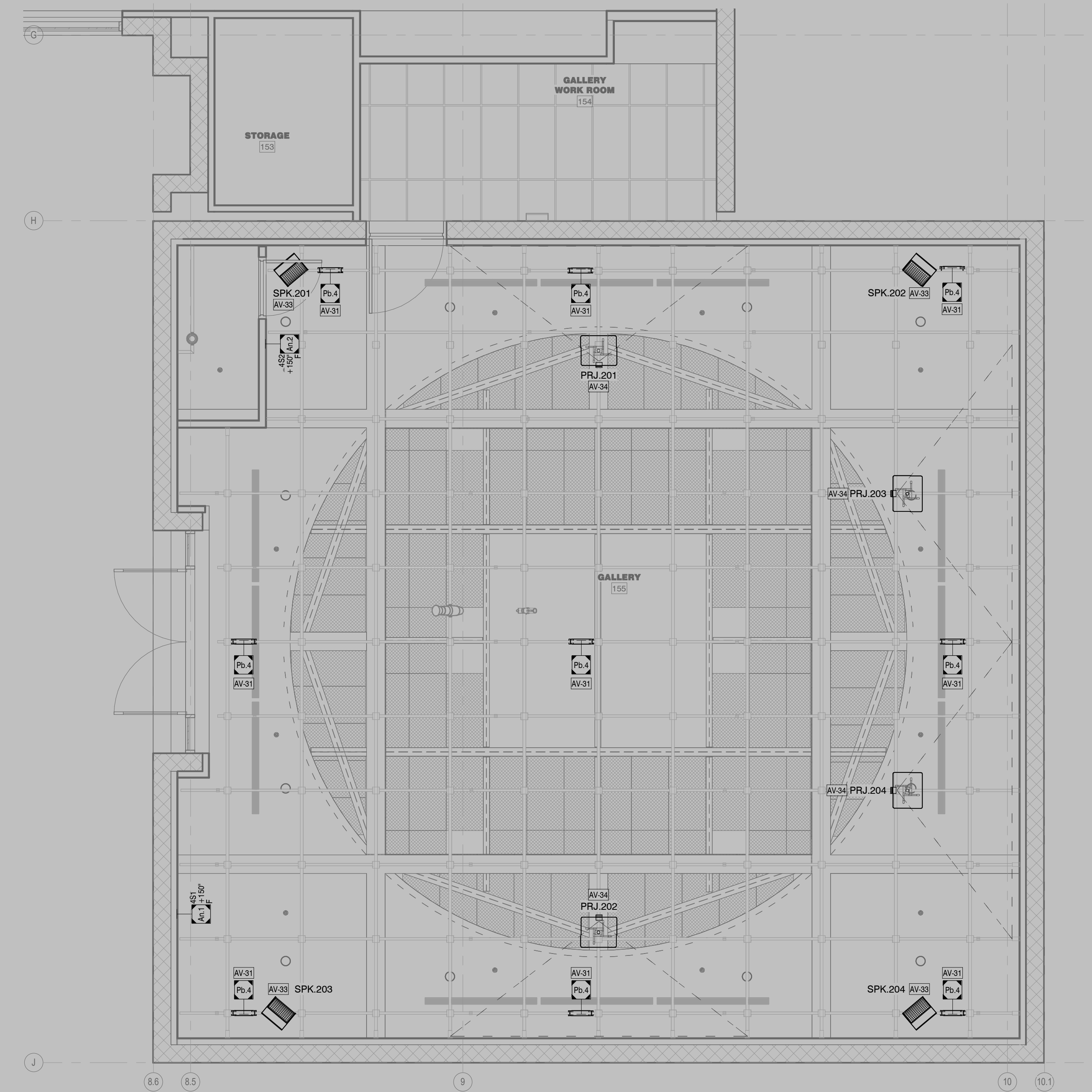


2 AV - Reflected Ceiling Plan - Auditorium



1 | AV - Floor Plan - Gallery

Scale: 1/4" = 1'-0"



2 | AV - Reflected Ceiling Plan - Gallery

Scale: 1/4" = 1'-0"

Not In Contract

AV Keynote Legend	
Key	Keynote
AV-30	AV Connectivity Panel, DIV 26 to provide 20A, 120V duplex utility power receptacle adjacent to AV box. If an existing utility receptacle exists 4' on either side of the AV box, then a new receptacle is not required. (1) Circuit per every (2) AV wall mounted box.
AV-31	AV Connectivity Pipe Mount Panel, DIV 26 to provide 20A, 120V duplex utility power receptacle to AV box faceplate. (1) Circuit per every (2) AV pipe mounted box.
AV-32	AV Wall Equipment Rack, DIV 26 to provide (3) dedicated 20A, 120V circuits inside of a 6x6x4 enclosure. Box mounted above rack on wall with FMC extending to internal rack power distribution. In-rack power distribution by 274134.
AV-33	Gallery Portable Speaker. Support is required for ~4lbs. 274134 to provide pipe grid attachment & rigging hardware and coordinate portable mounting conditions with Rigging Contractor. Power and connectivity to the speaker are provided by adjacent pipe mounted box and temporary cabling.
AV-34	Gallery Portable Projectors. Support is required for ~57lbs. 274134 to provide pipe grid attachment & rigging hardware and coordinate portable mounting conditions with Rigging Contractor. Power and connectivity to the projector are provided by adjacent pipe mounted box and temporary cabling.

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Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule	
No.	Revision

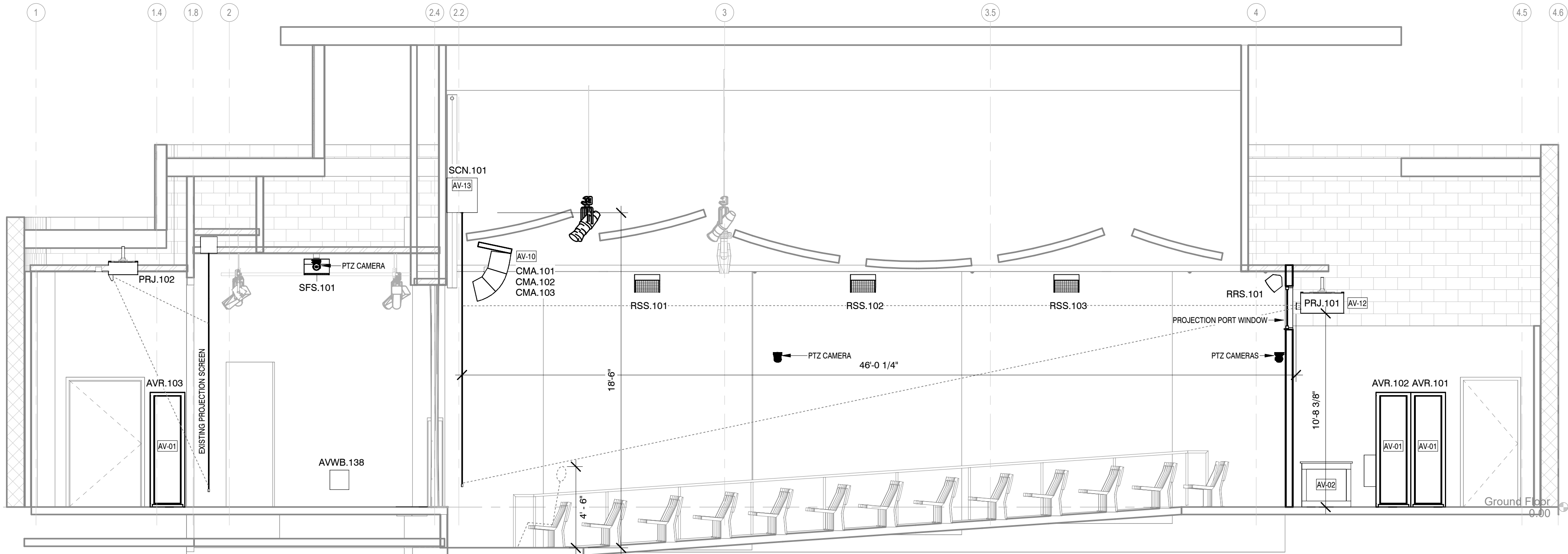
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Description	Issue Date
Construction Documents	28 Nov 2023



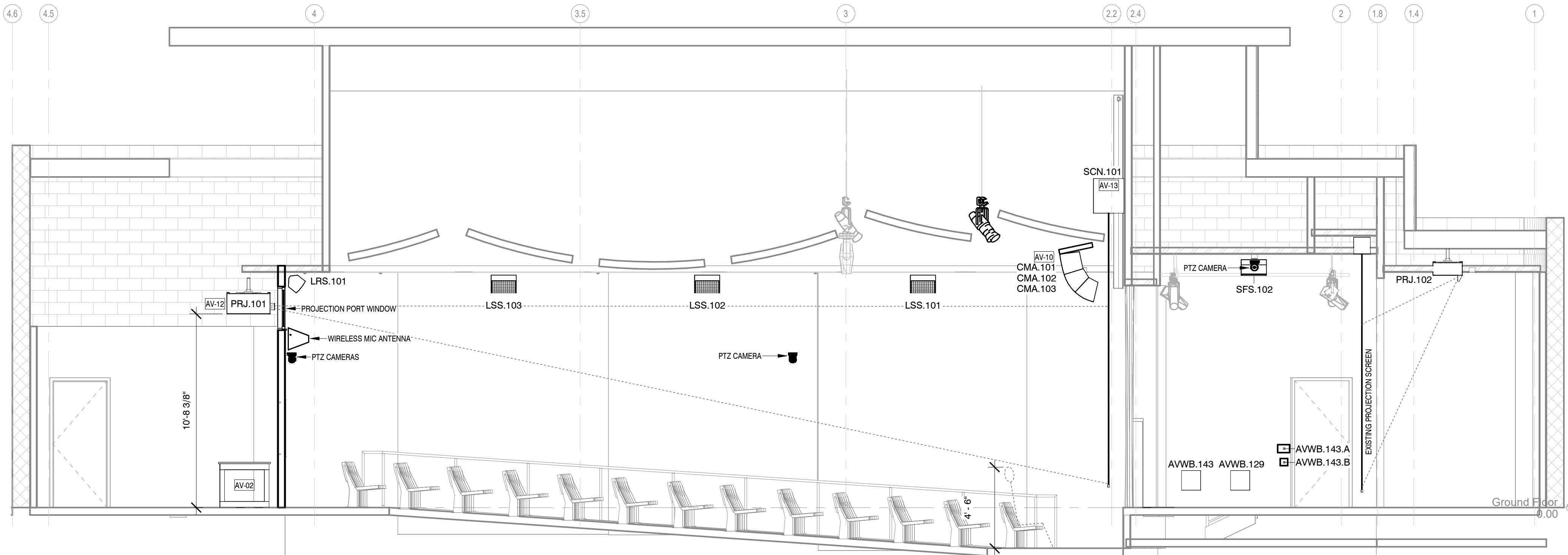
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No.	Revision	Issue Date

Drawing Set Issue Schedule		
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Construction Documents	28 Nov 2023	

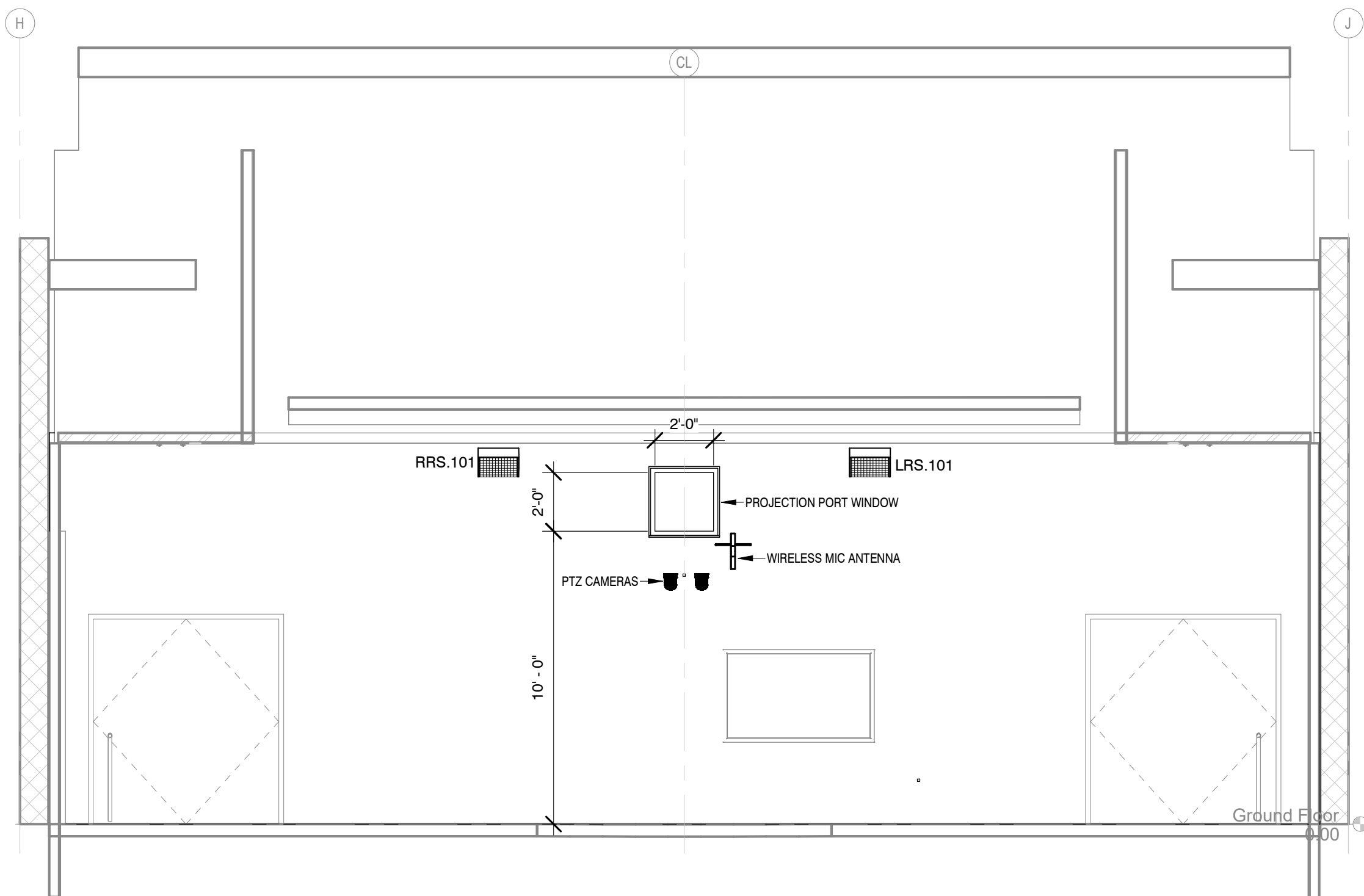
AV Keynote Legend	
Key	Keynote
AV-01	Existing Equipment Rack. Label and disconnect all wires from all equipment. Remove all equipment from rack. Rack to remain for population and retermination of new equipment. Cabling to be removed or augmented to accommodate new equipment. Itemize, catalogue, palletize, store, and protect all equipment during construction. Submit itemized list to owner for review. Discard all owner approved equipment to surplus, landfill, or recycling centers. Update itemized catalogue to reflect remaining inventory and store equipment in areas designated by the owner on provided storage racks at the completion of construction.
AV-02	Existing Production Desk. Label and disconnect wires from all equipment. Remove all equipment from desk. Desk to remain for population and retermination to new equipment. Cabling to be removed or augmented to accommodate new equipment. Itemize, catalogue, palletize, store, and protect all equipment during construction. Submit itemized list to owner for review. Discard all owner approved equipment to surplus, landfill, or recycling centers. Update itemized catalogue to reflect remaining inventory and store equipment in areas designated by the owner on provided storage racks at the completion of construction.
AV-10	Auditorium Center Speaker Array. Support is required for ~165lbs. Structural support will require a minimum of (2) attachment points from the top rigging frame comprised of aircraft cable. Miscellaneous steel, attachment points, & rigging hardware to be designed & installed by 274134 & stamped by Licensed Structural Engineer. Coordinate color of speakers & rigging hardware with Architect. 274134 to coordinate mounting conditions with GC.
AV-11	Auditorium Side Speaker Arrays. Support is required for ~270lbs. Structural support will require a minimum of (2) attachment points from the top rigging frame comprised of aircraft cable. Miscellaneous steel, attachment points, & rigging hardware to be designed & installed by 274134 & stamped by Licensed Structural Engineer. Coordinate color of speakers & rigging hardware with Architect. 274134 to coordinate mounting conditions with GC.
AV-12	Auditorium Projector. Support is required for ~152lbs. 274134 to provide appropriately sized projector mount, projector lensing, & control. Miscellaneous steel by 274134 to support the projector. 274134 to coordinate mounting conditions with GC. DIV 26 to provide (1) dedicated 30A, 208V simplex power receptacle adjacent to AV box.
AV-13	Auditorium Projection Screen. Support is required for ~900lbs. 274134 to provide miscellaneous steel, attachment points, & rigging hardware to support the screen from structure above. 274134 to coordinate mounting conditions with Rigging Contractor and GC. DIV 26 to provide dedicated 20A, 120V direct wire power to screen housing.



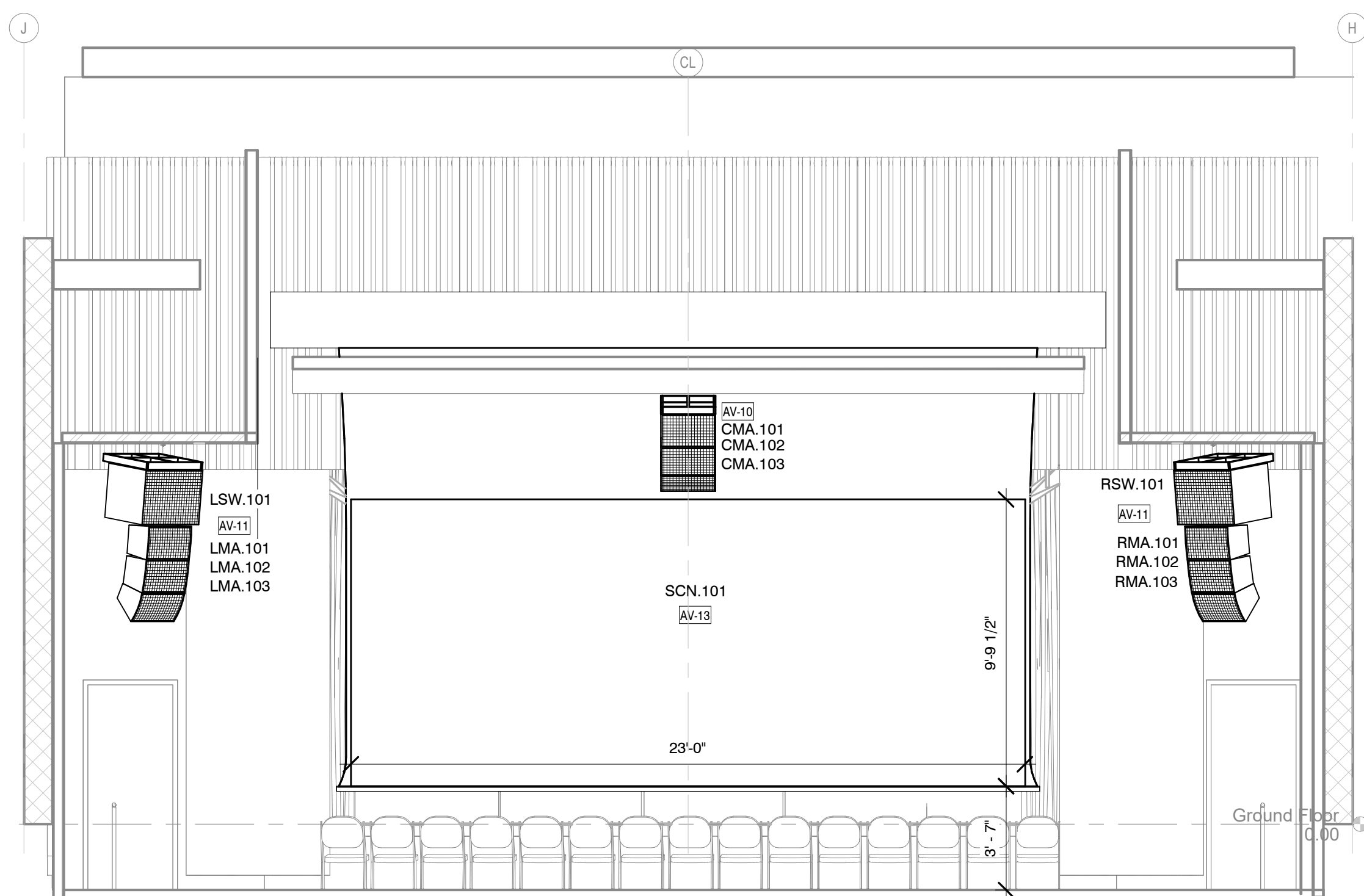
1 Auditorium - North
Scale: 1/4" = 1'-0"



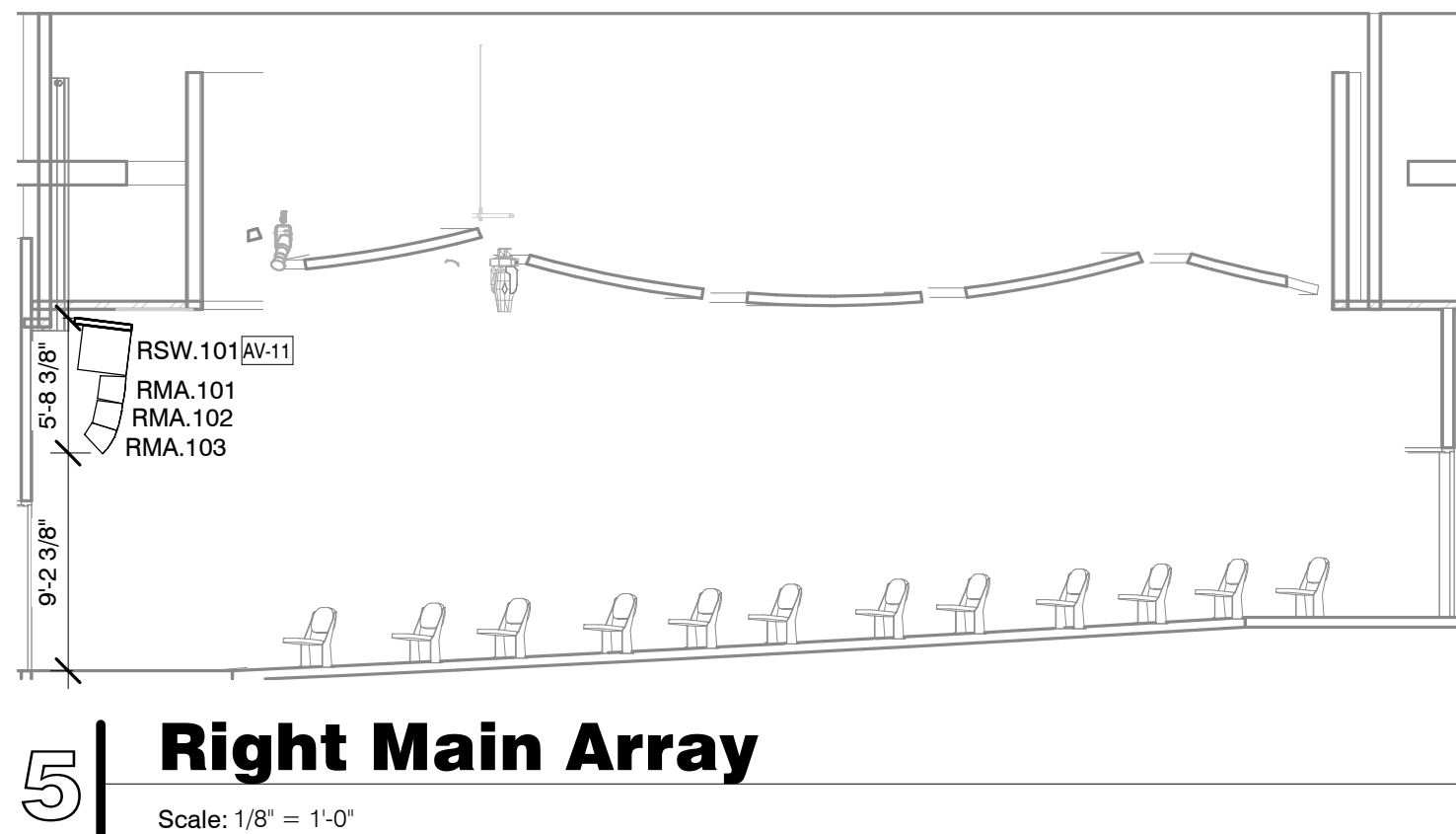
2 Auditorium - South
Scale: 1/4" = 1'-0"



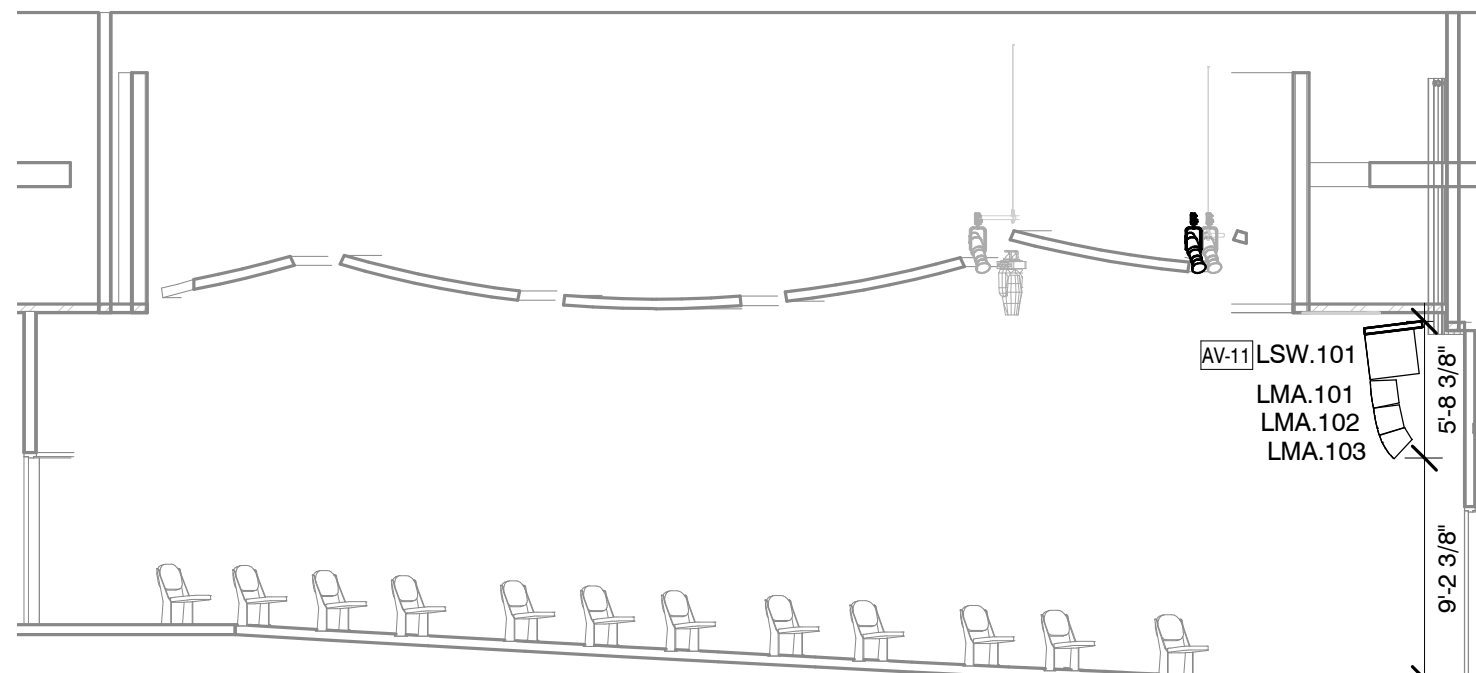
3 Auditorium - East
Scale: 1/4" = 1'-0"



4 Auditorium - West
Scale: 1/4" = 1'-0"

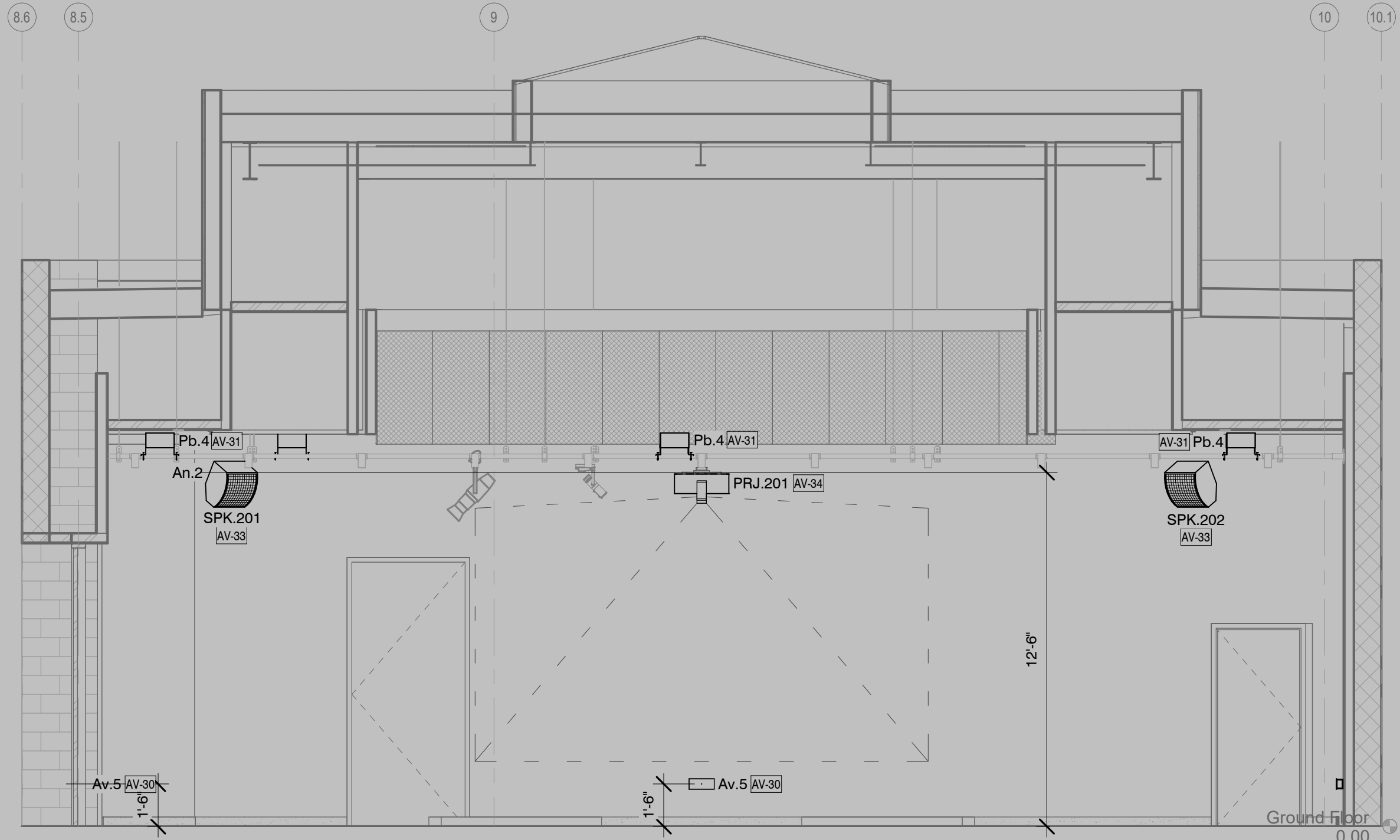


5 Right Main Array
Scale: 1/8" = 1'-0"

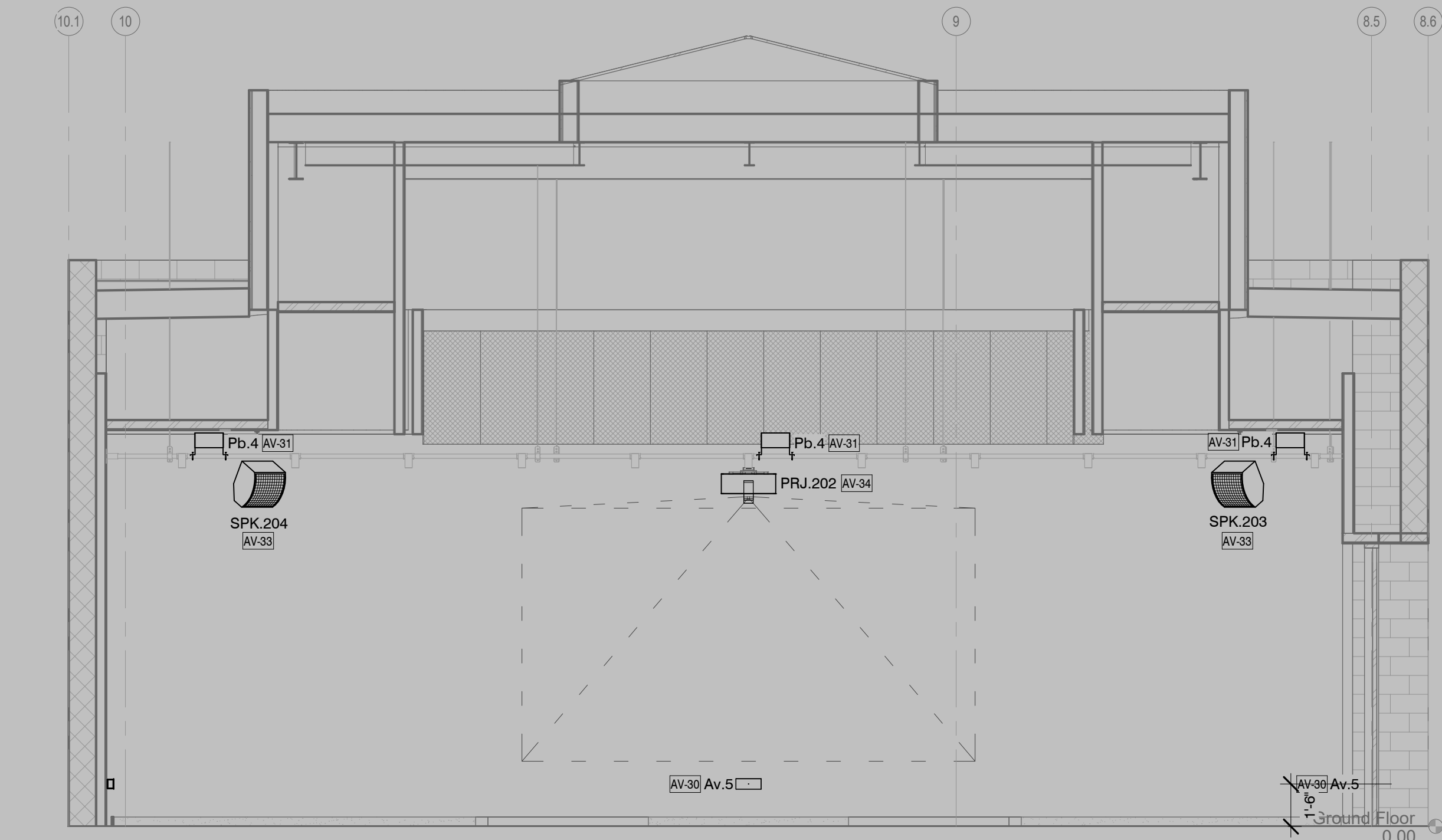


6 Left Main Array
Scale: 1/8" = 1'-0"

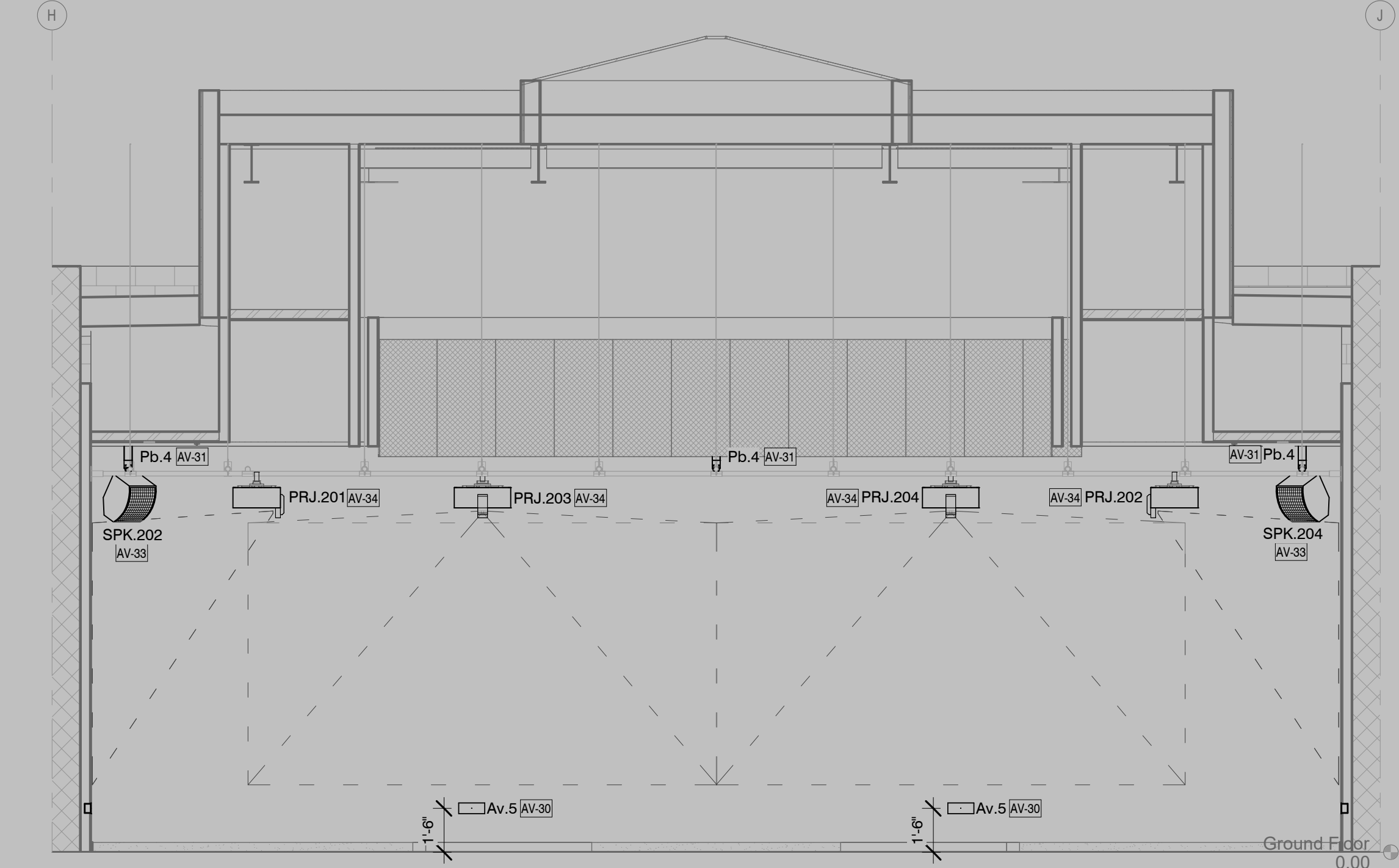
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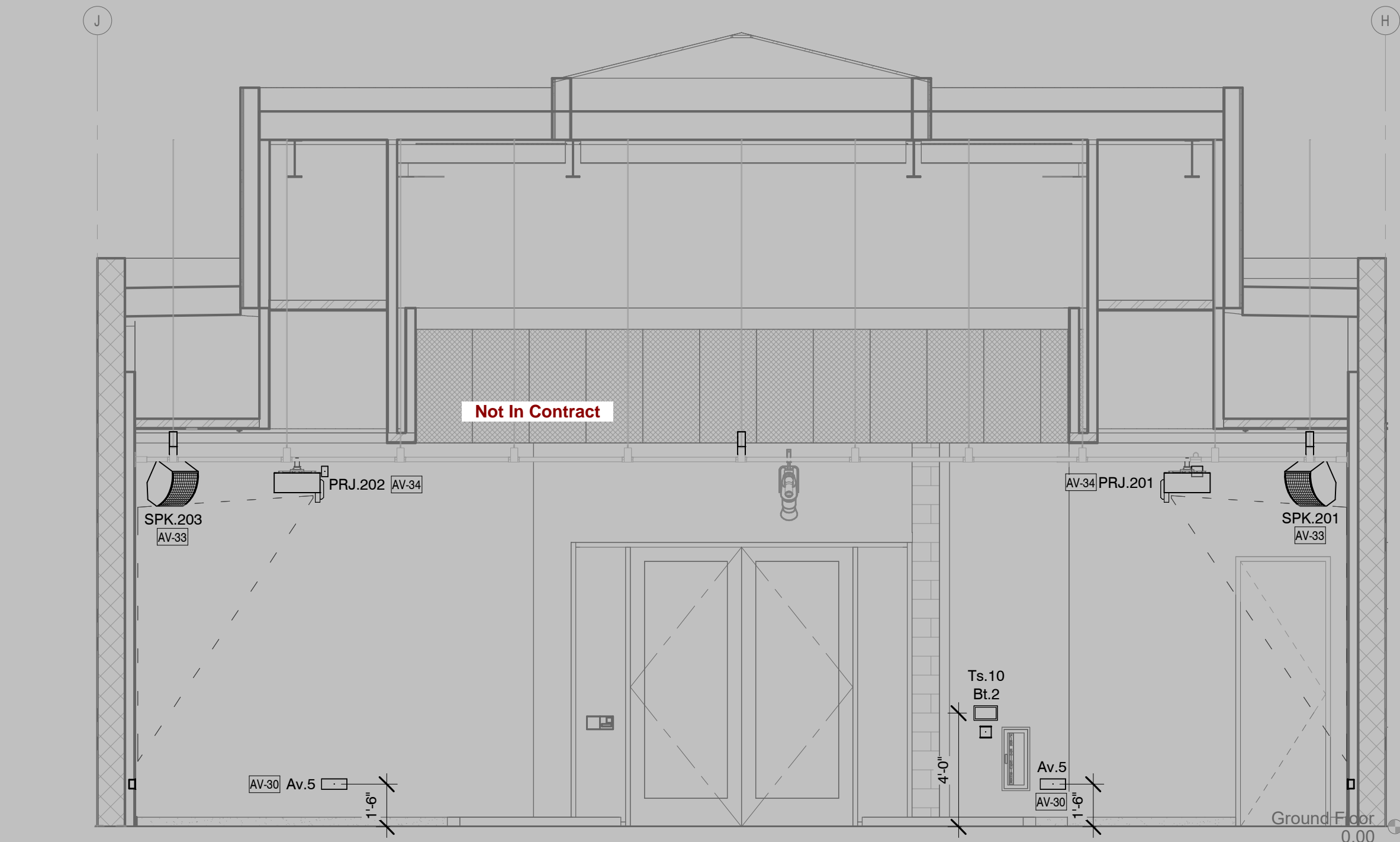
1 Gallery - North
Scale: 1/4" = 1'-0"



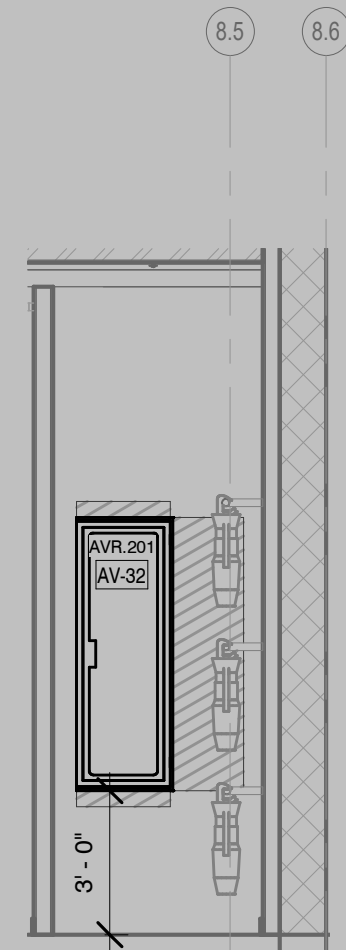
2 Gallery - South
Scale: 1/4" = 1'-0"



3 Gallery - East
Scale: 1/4" = 1'-0"



4 Gallery - West
Scale: 1/4" = 1'-0"



5 Gallery - Rack
Scale: 1/4" = 1'-0"

AV Keynote Legend	
Key	Keynote
AV-30	AV Connectivity Panel. DIV 26 to provide 20A, 120V duplex utility power receptacle adjacent to AV box. If an existing utility receptacle exists 4' on either side of the AV box, then a new receptacle is not required. (1) Circuit per every (2) AV wall mounted box.
AV-31	AV Connectivity Pipe Mount Panel. DIV 26 to provide 20A, 120V duplex utility power receptacle to AV box faceplate. (1) Circuit per every (2) AV pipe mounted box.
AV-32	AV Wall Equipment Rack. DIV 26 to provide (3) dedicated 20A, 120V circuits inside of a 6x6x4 enclosure. Box mounted above rack on wall with FMC extending to internal rack power distribution. In-rack power distribution by 274134.
AV-33	Gallery Portable Speaker. Support is required for -46lbs. 274134 to provide pipe grid attachment & rigging hardware and coordinate portable mounting conditions with Rigging Contractor. Power and connectivity to the speaker are provided by adjacent pipe mounted box and temporary cabling.
AV-34	Gallery Portable Projectors. Support is required for -57lbs. 274134 to provide pipe grid attachment & rigging hardware and coordinate portable mounting conditions with Rigging Contractor. Power and connectivity to the projector are provided by adjacent pipe mounted box and temporary cabling.



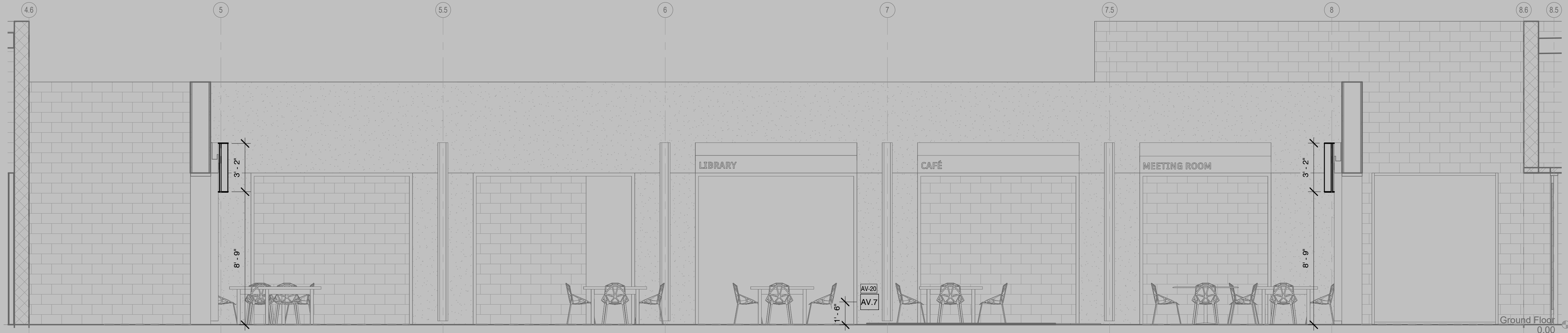
Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule	
No.	Revision
Issue Date	

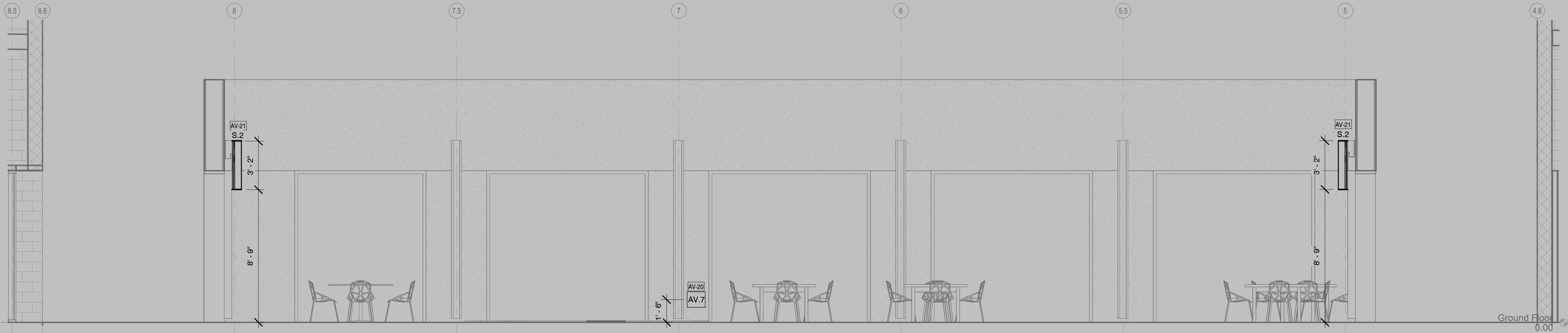
Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

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Project No: 426/2023 10/5/23 Fall Autodesk Docs/Schulman Auditorium/216 Cannon Art Gallery - AV/2023.rvt

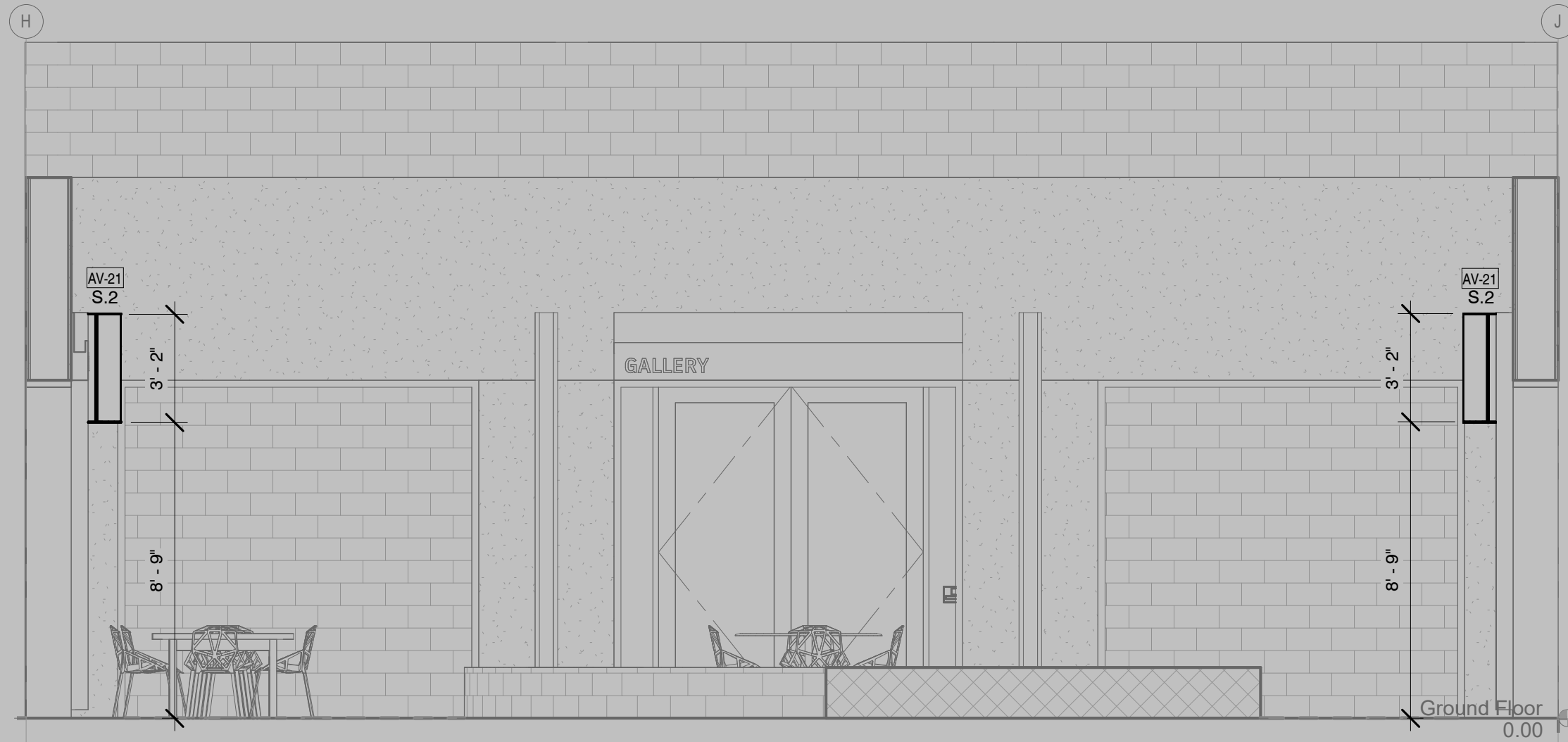
1 | **Cortyard - North**
Scale: 1/4" = 1'-0"



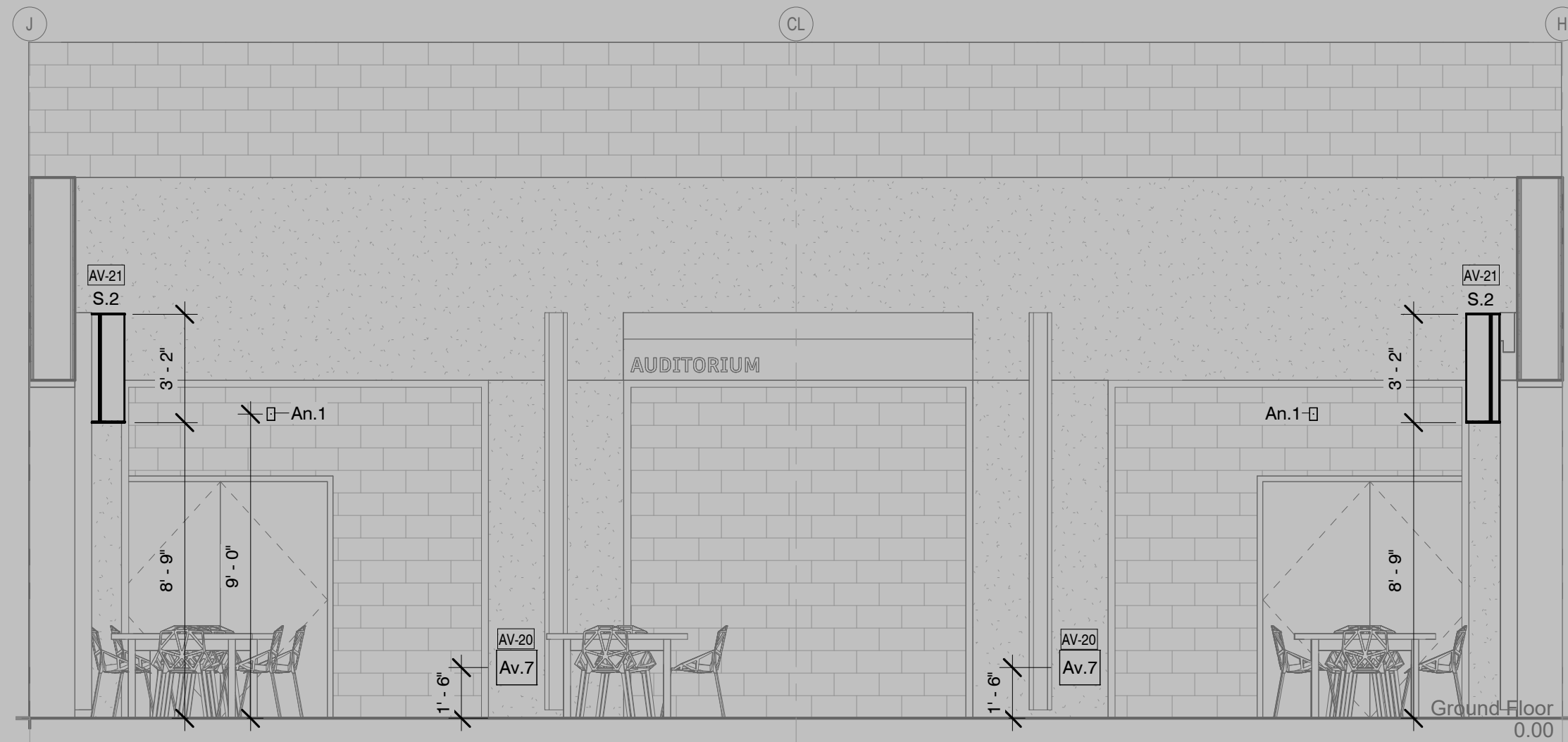
2 | **Cortyard - South**
Scale: 1/4" = 1'-0"



3 | **Cortyard - East**
Scale: 1/4" = 1'-0"



4 | **Cortyard - West**
Scale: 1/4" = 1'-0"



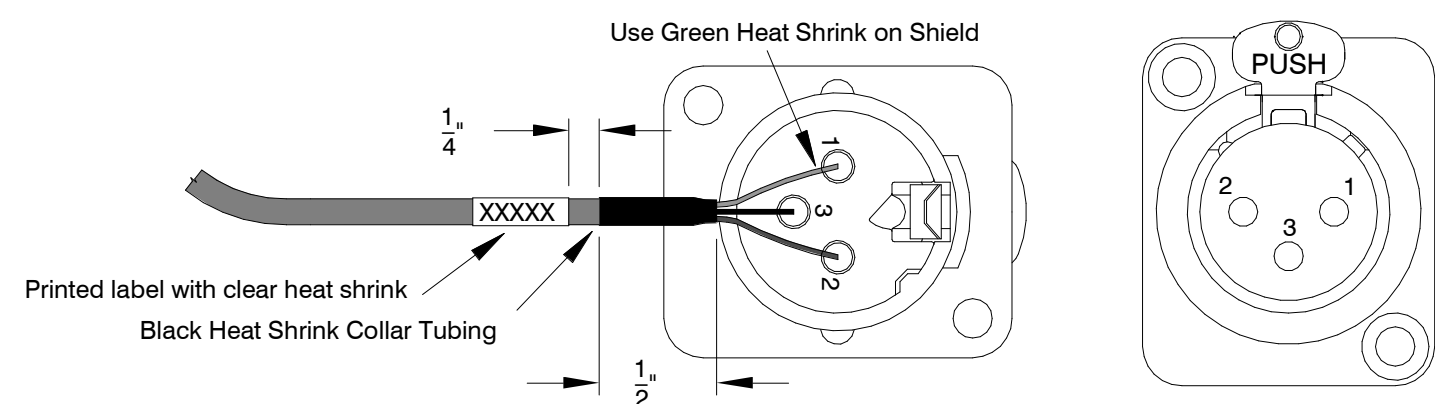
AV Keynote Legend	
Key	Keynote
AV-20	AV Connectivity Panel, DIV 26 to provide 20A, 120V duplex utility power receptacle inside of AV box. (1) Circuit per every (2) AV wall mounted box.
AV-21	Cortyard Speaker Support is required for -74lbs. 274134 to provide appropriately sized wall mount. 274134 to coordinate mounting conditions with GC, DIV 26 to provide 20A, 120V simplex utility power receptacle adjacent to AV box for speaker power. (1) Circuit per every (2) AV wall mounted box.



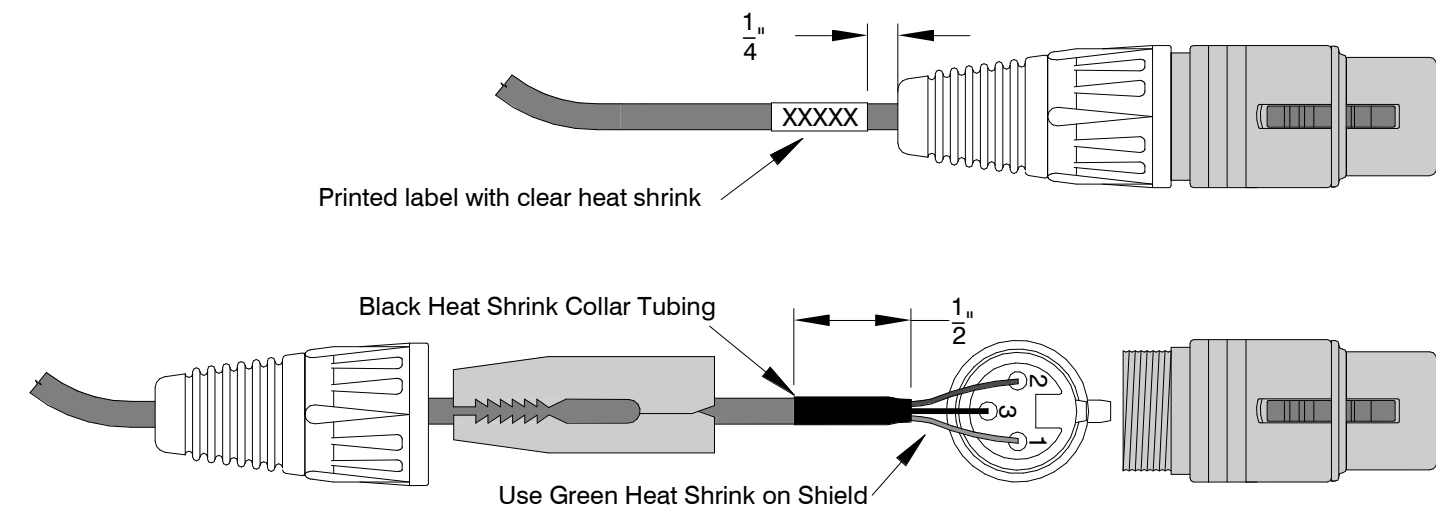
Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule	
No.	Revision

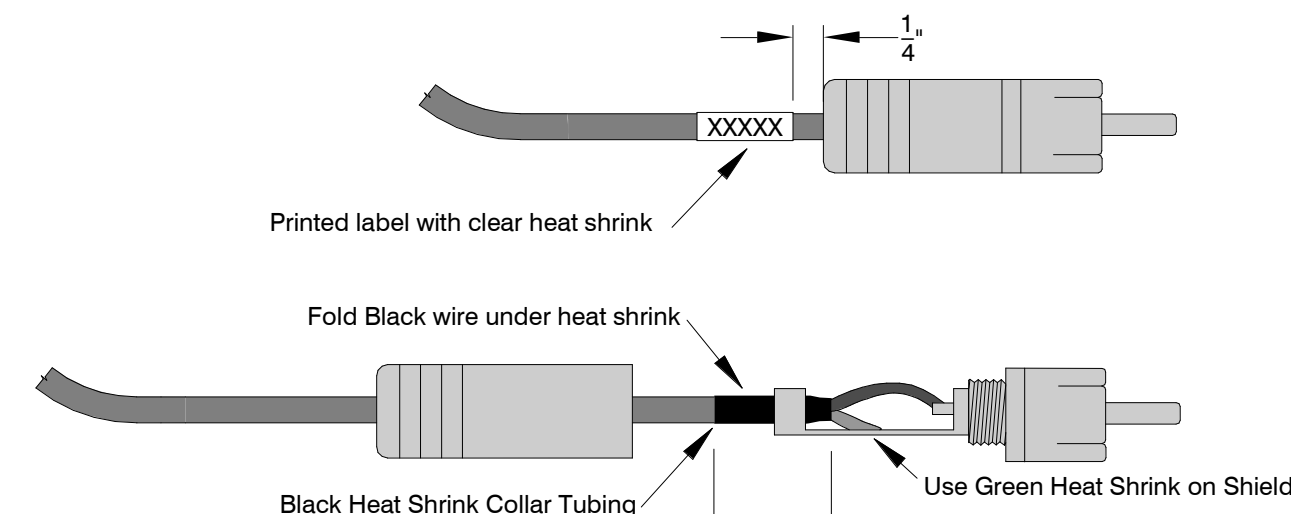
Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023



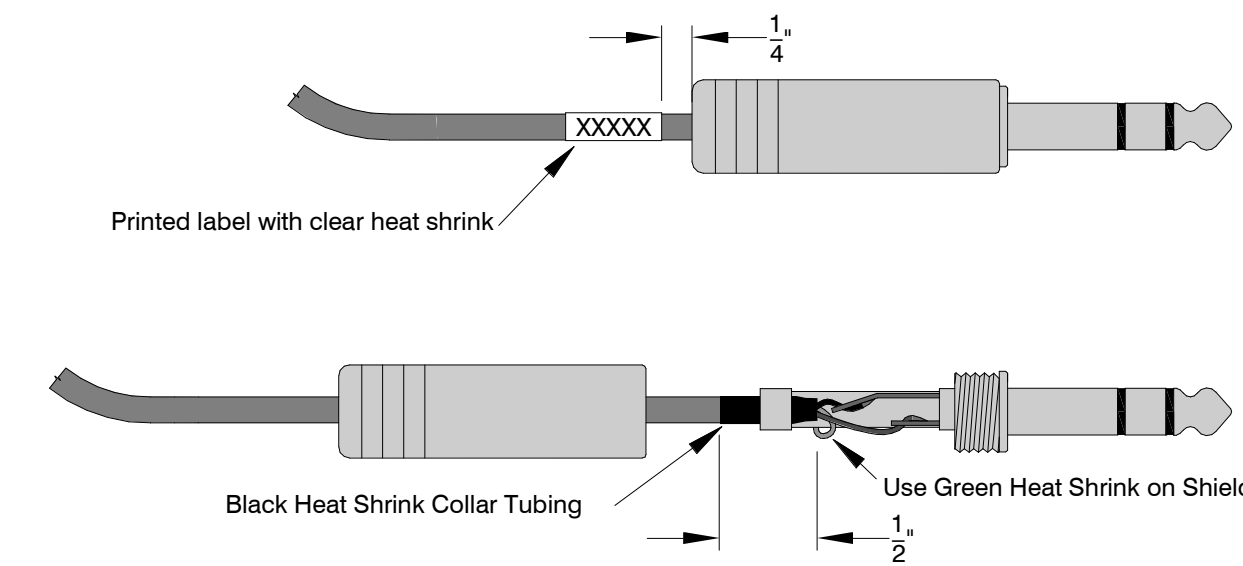
1 | **XLR FEMALE PANEL MOUNT**
Scale: None



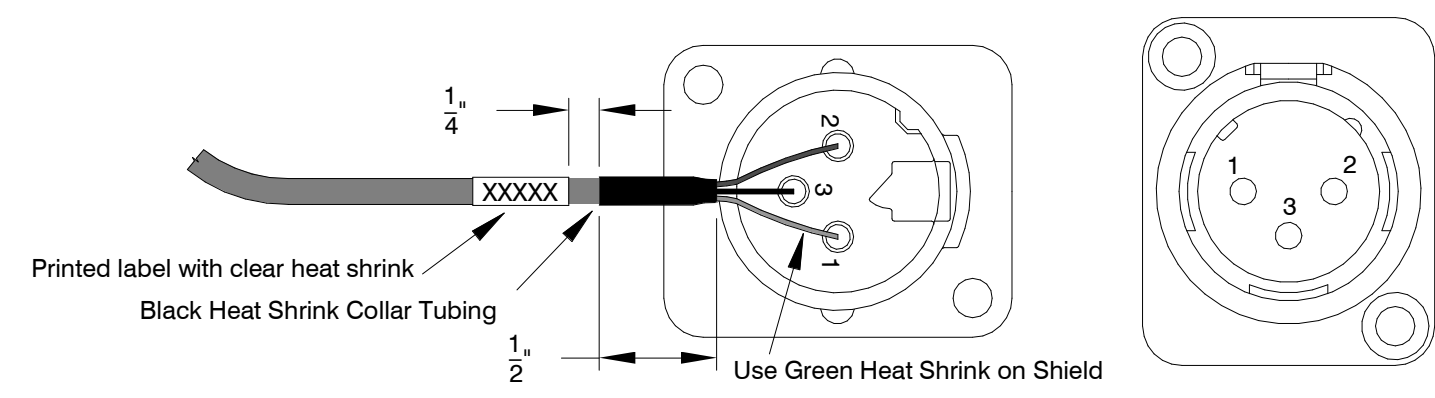
2 | **XLR FEMALE CABLE MOUNT**
Scale: None



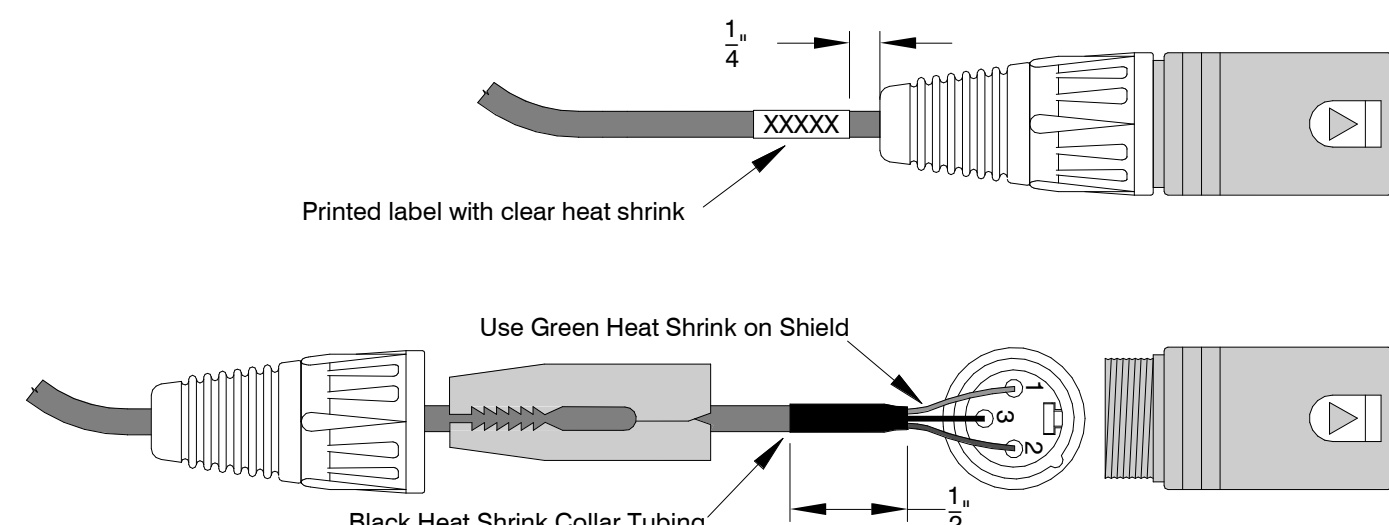
3 | **RCA MALE CABLE MOUNT**
Scale: None



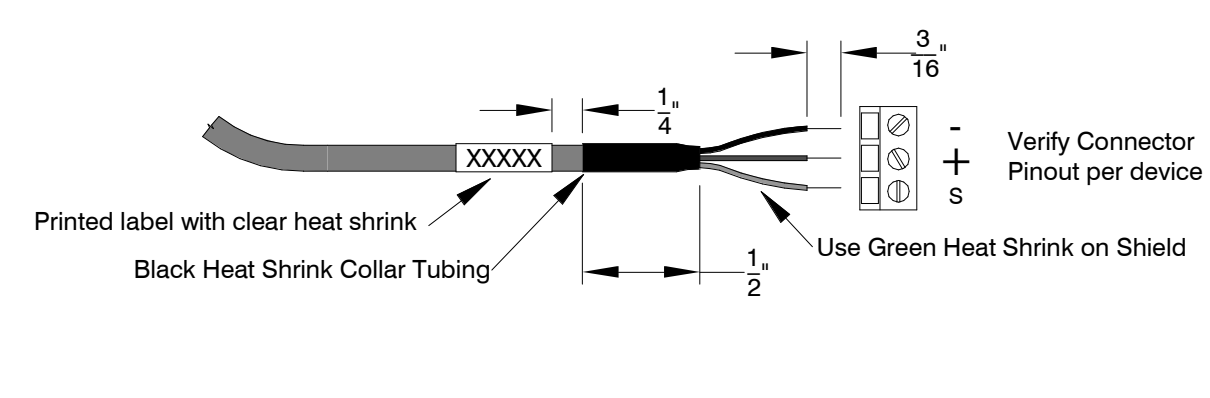
4 | **1/4" TRS CABLE MOUNT**
Scale: None



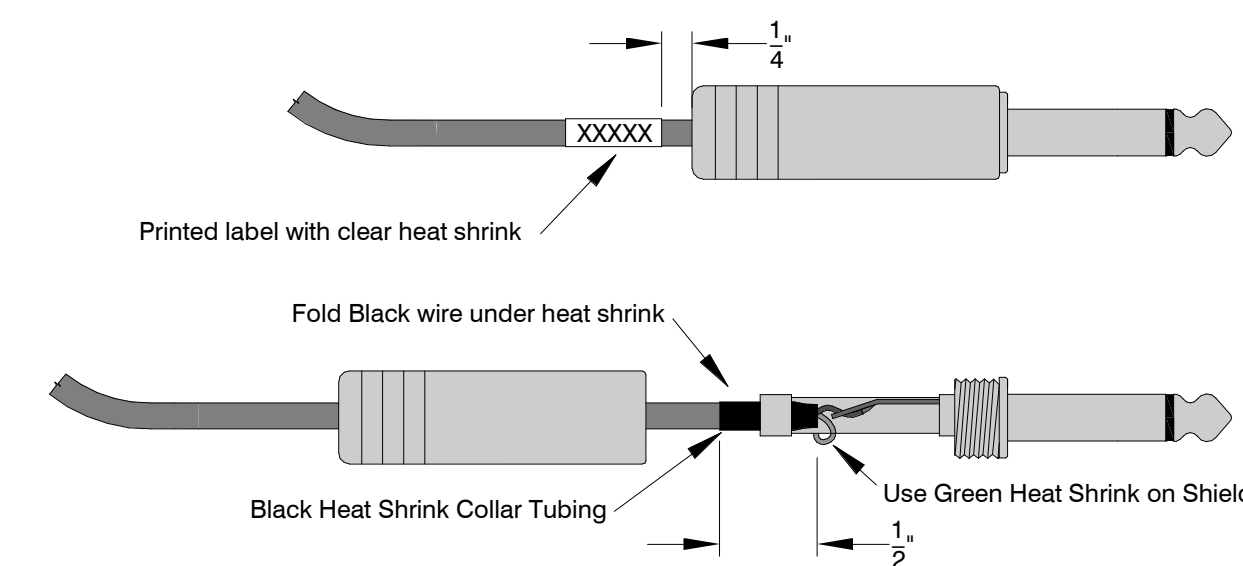
5 | **XLR MALE PANEL MOUNT**
Scale: None



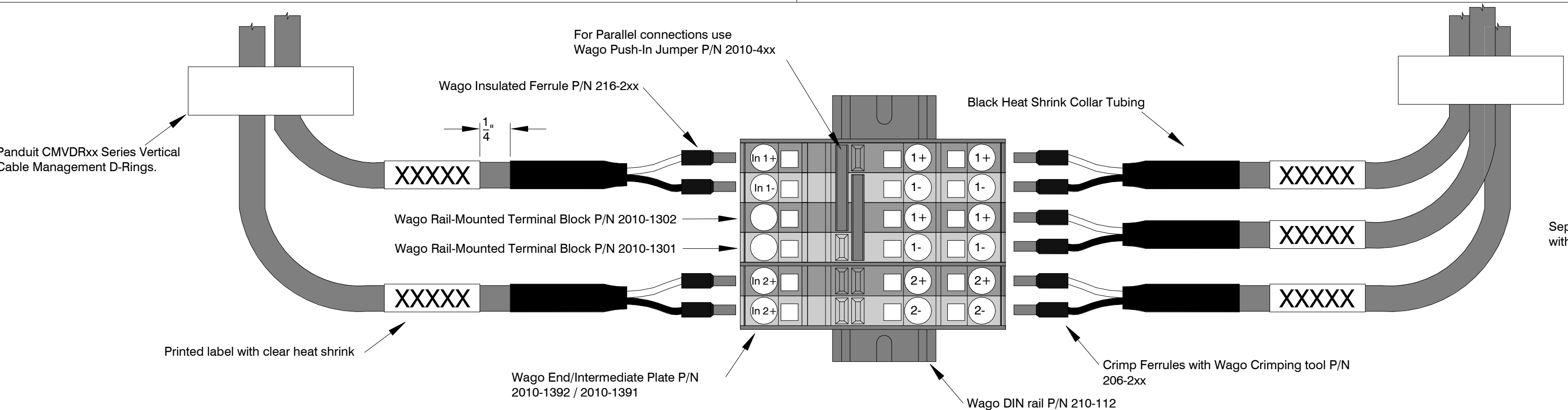
6 | **XLR MALE CABLE MOUNT**
Scale: None



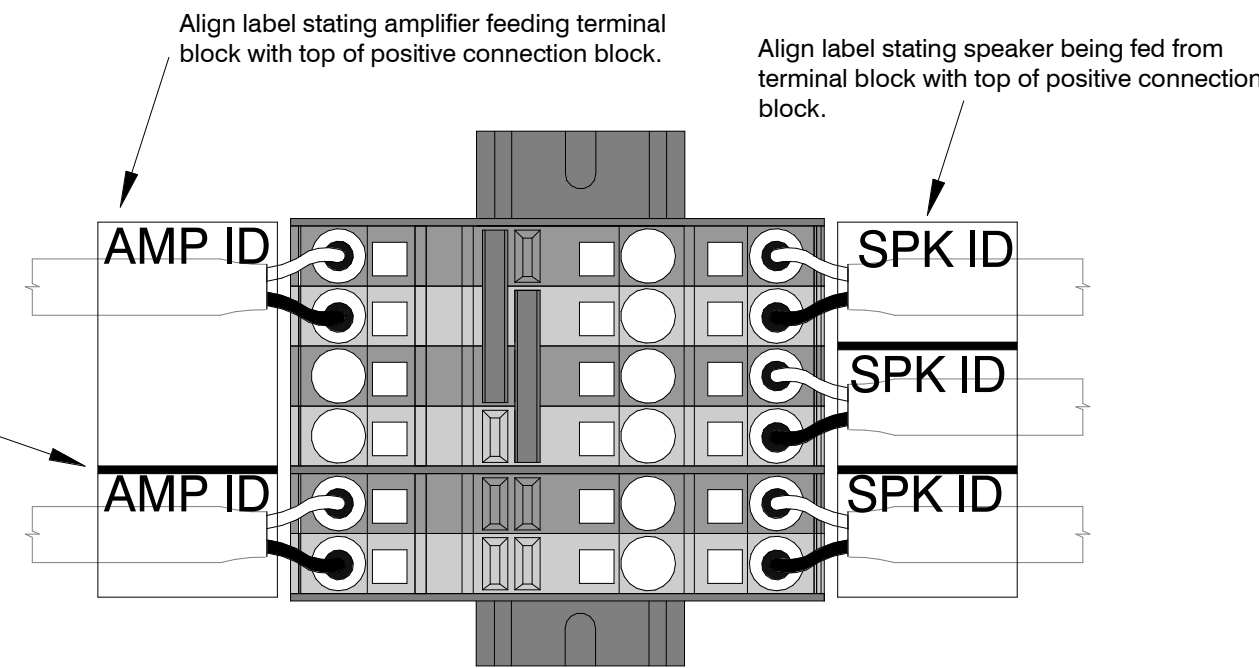
7 | **PHOENIX CONNECTOR**
Scale: None



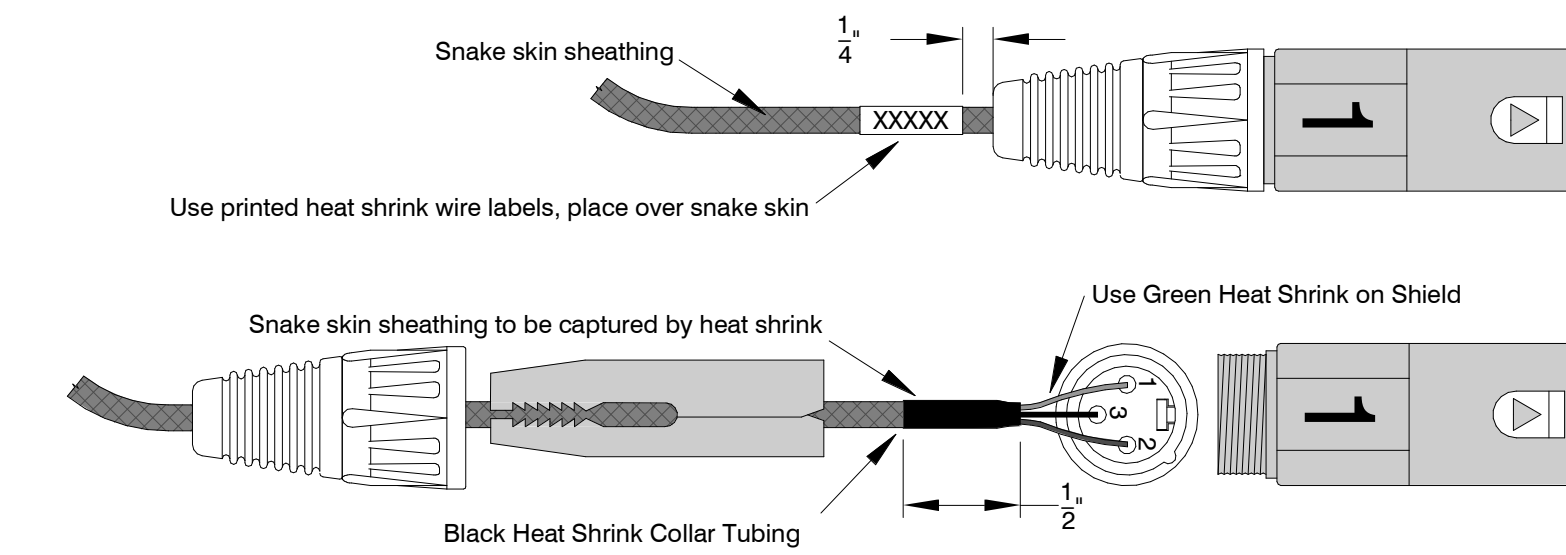
8 | **1/4" TS CABLE MOUNT**
Scale: None



9 | **SPEAKER LEVEL TERMINAL BLOCKS**
Scale: None



10 | **POWER CONNECTIONS**
Scale: None

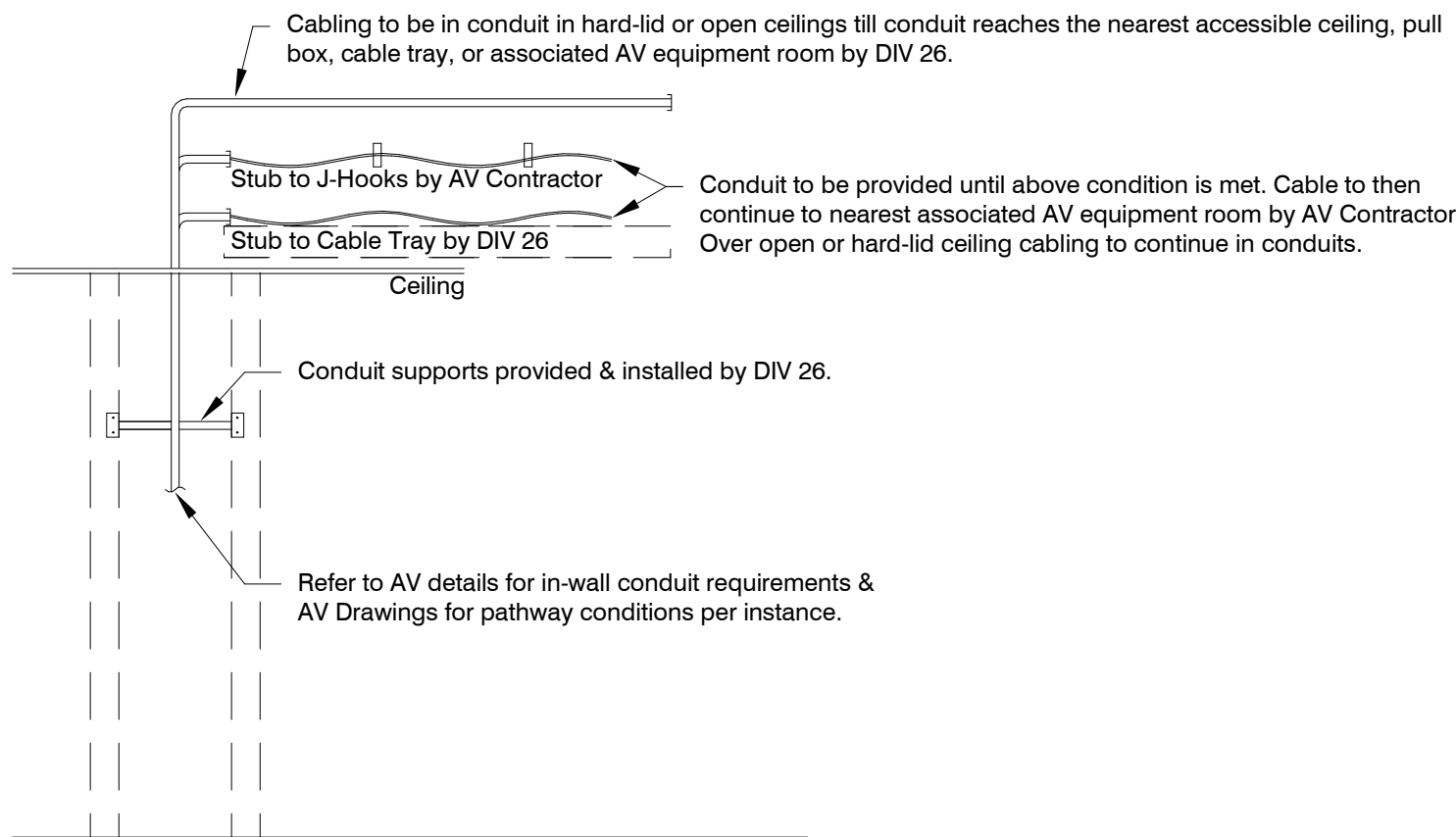


11 | **FANOUT XLR CONNECTOR**
Scale: None

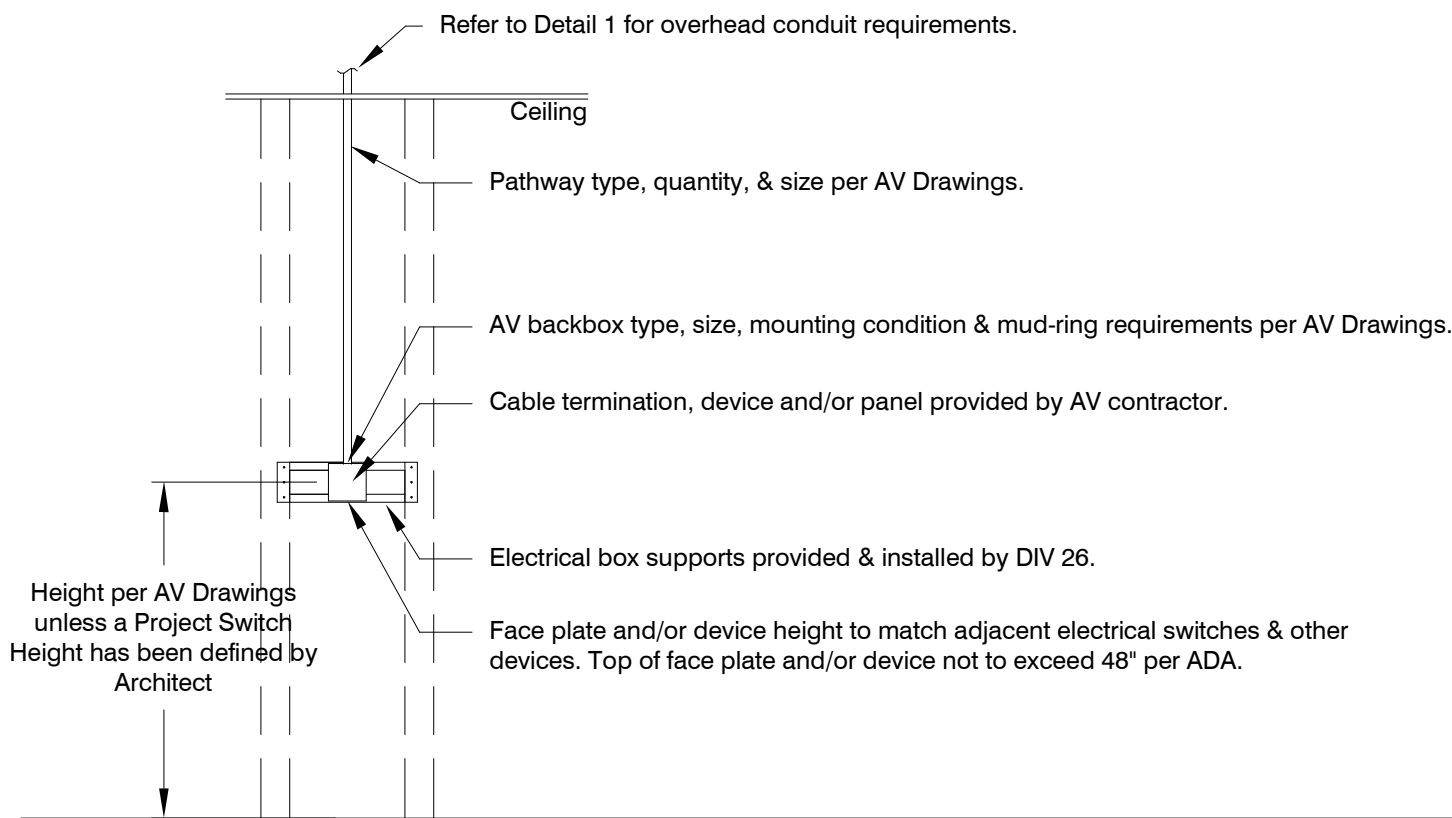
This detail applies to all mixer and mixing system inputs.

- Inputs originating at wall/floor boxes:**
 - Engraved numbered connectors, Whirlwind p/n W3M-XX-#
 - A new boot color shall be used for every group of 8 inputs.
 - The engraved number shall match the plate number.
- Black snake skin sheathing:**
 - Engraved connectors, Whirlwind p/n W3M-BK-#
 - Left Outputs shall be engraved "L" and have a white boot
 - Right Outputs shall be engraved "R" and have a red boot
- Blue snake skin sheathing:**
 - Engraved connectors, Whirlwind p/n W3M-BK-#
 - Outputs shall be numbered and connectors engraved "WXX"
- White snake skin sheathing**

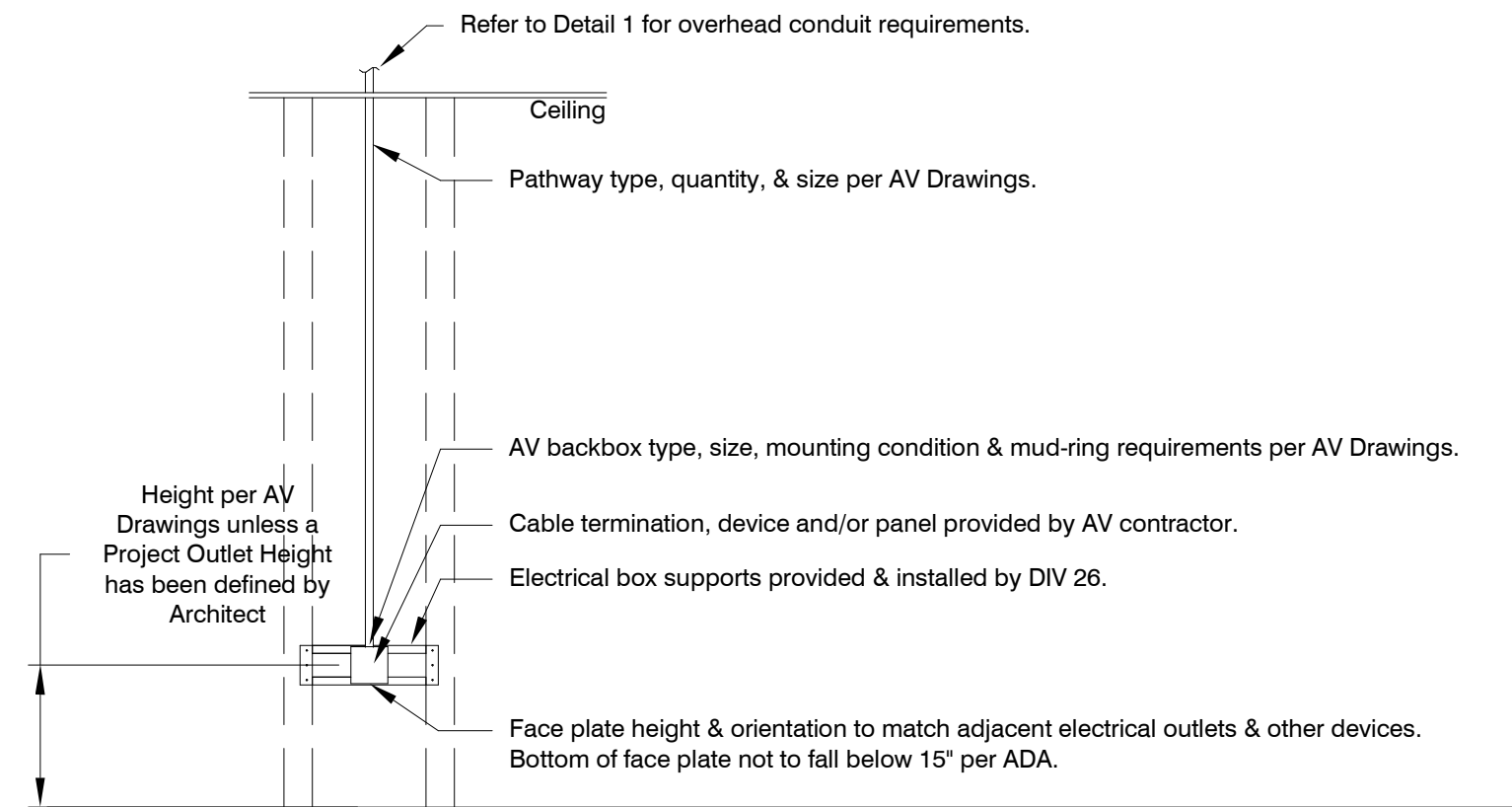
Wires shall have sufficient length to allow patching to any input.



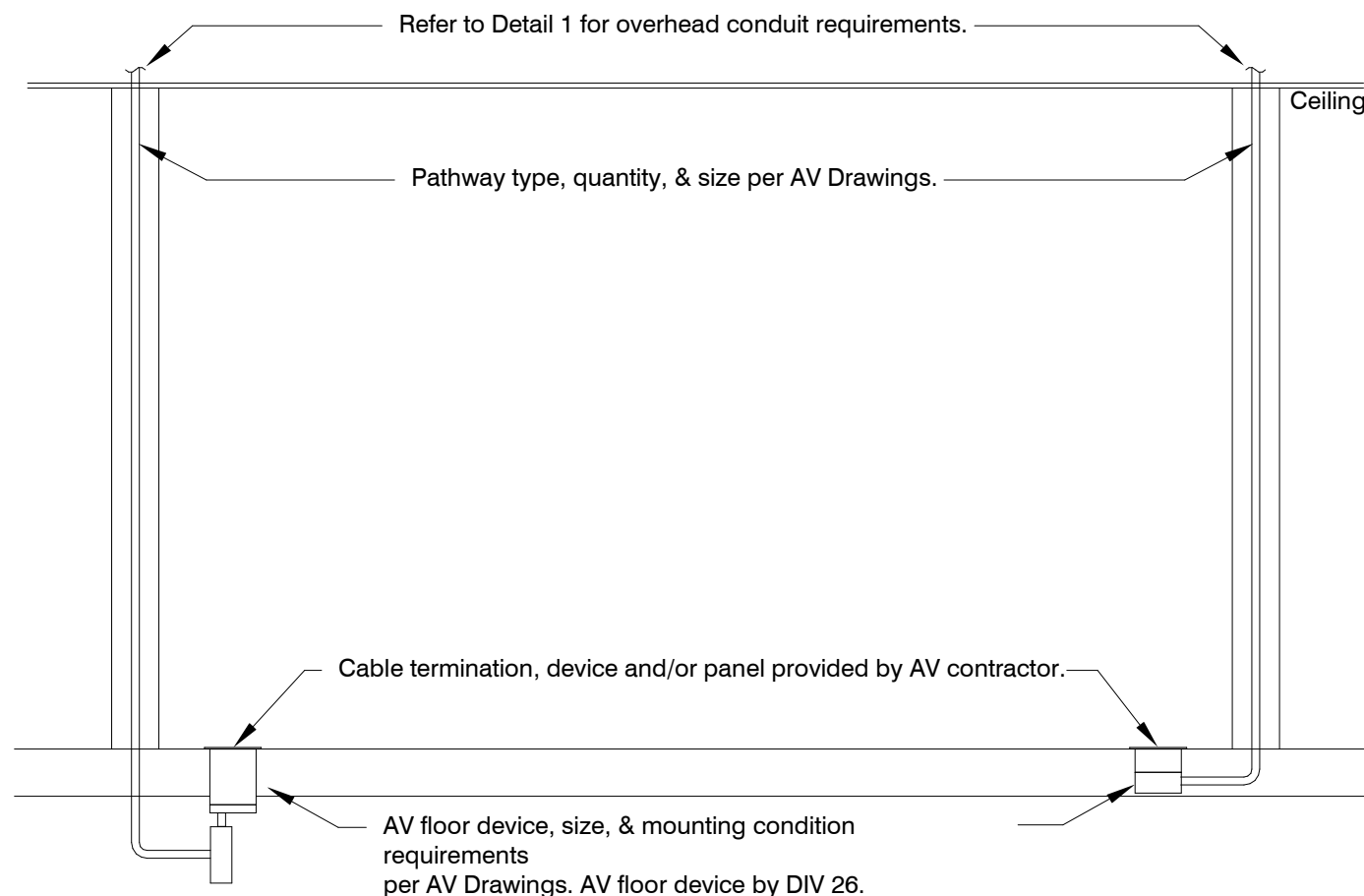
1 **Overhead - Conduit Accommodations**
Scale: None



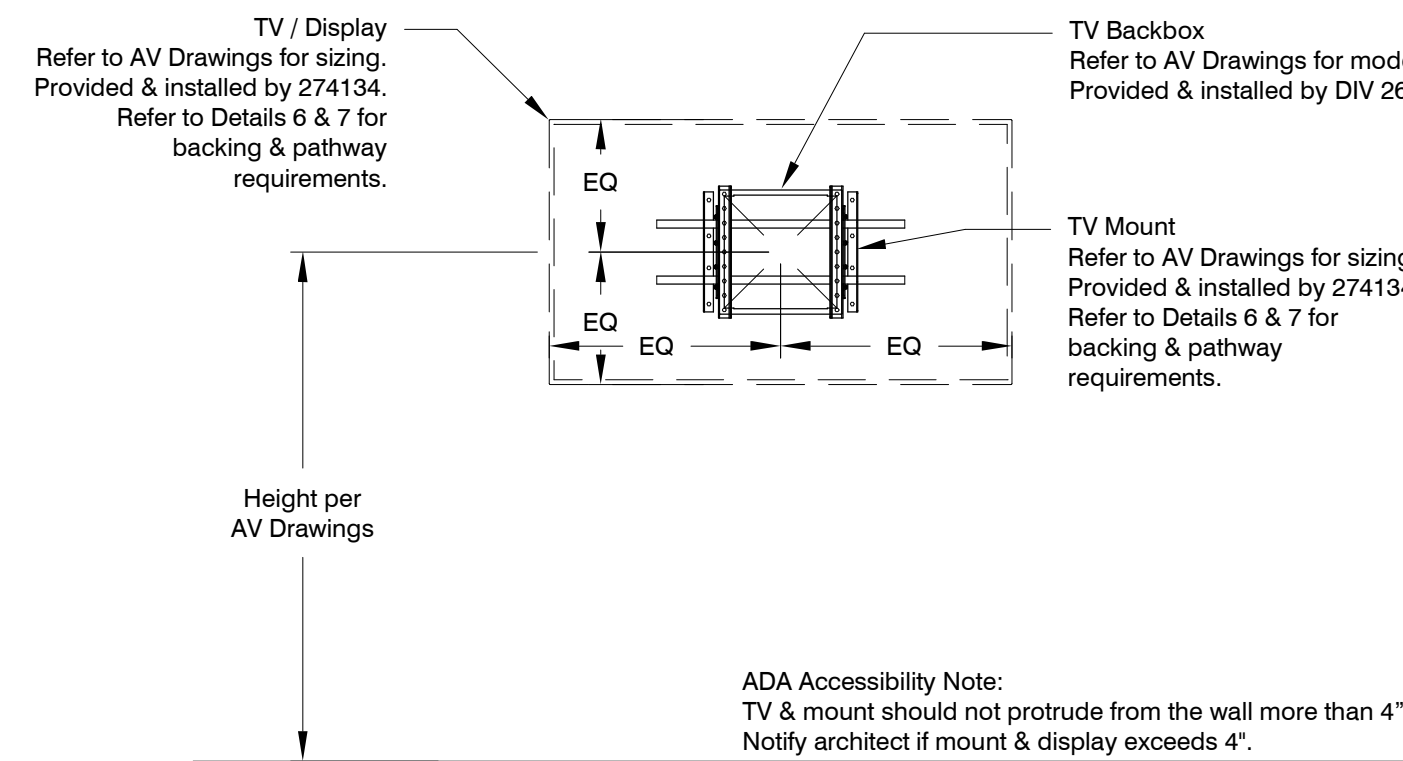
2 **Typical Wall-Mounted AV Control Device**
Scale: None



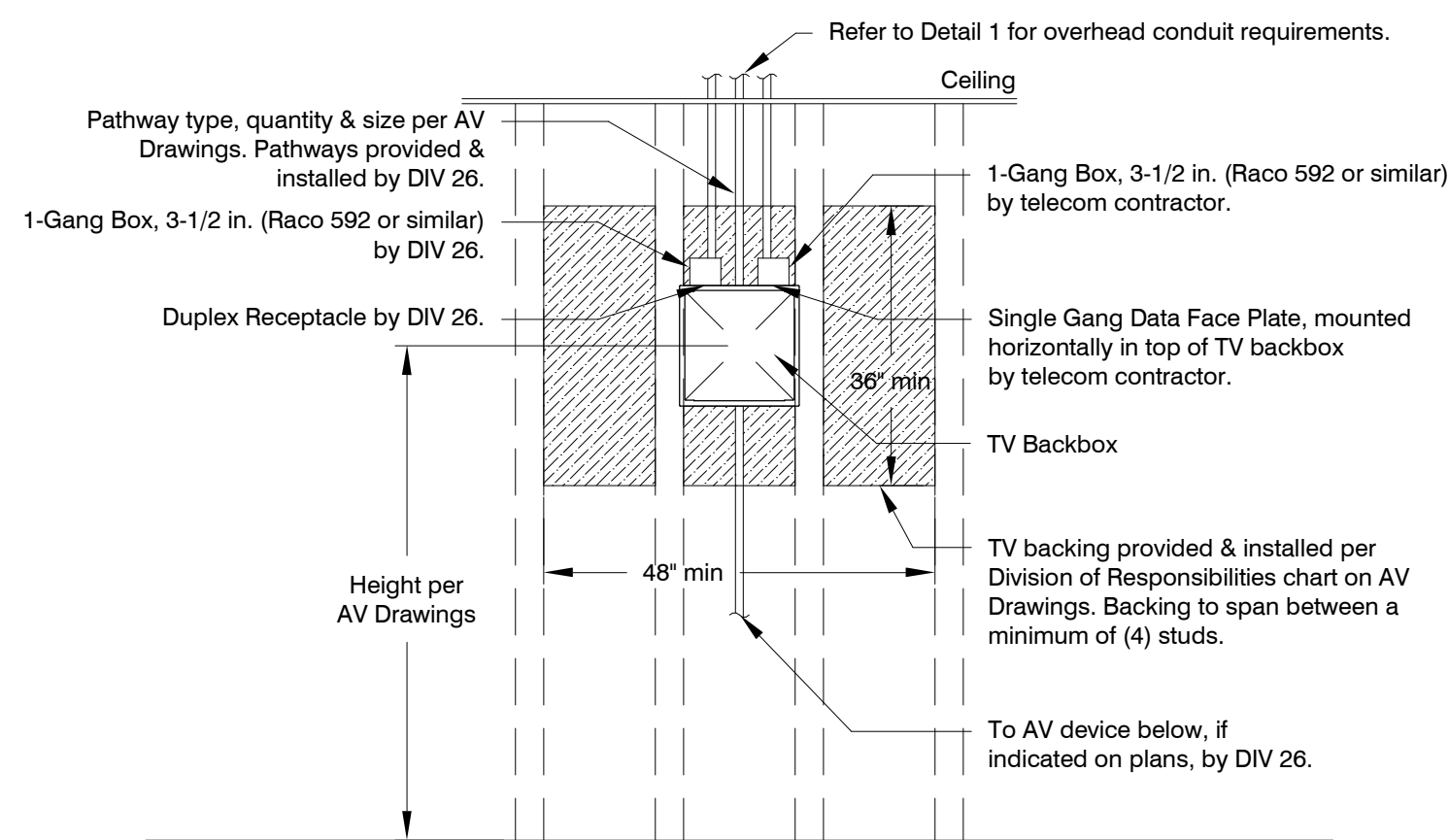
3 **Typical Wall-Mounted AV Input Panel**
Scale: None



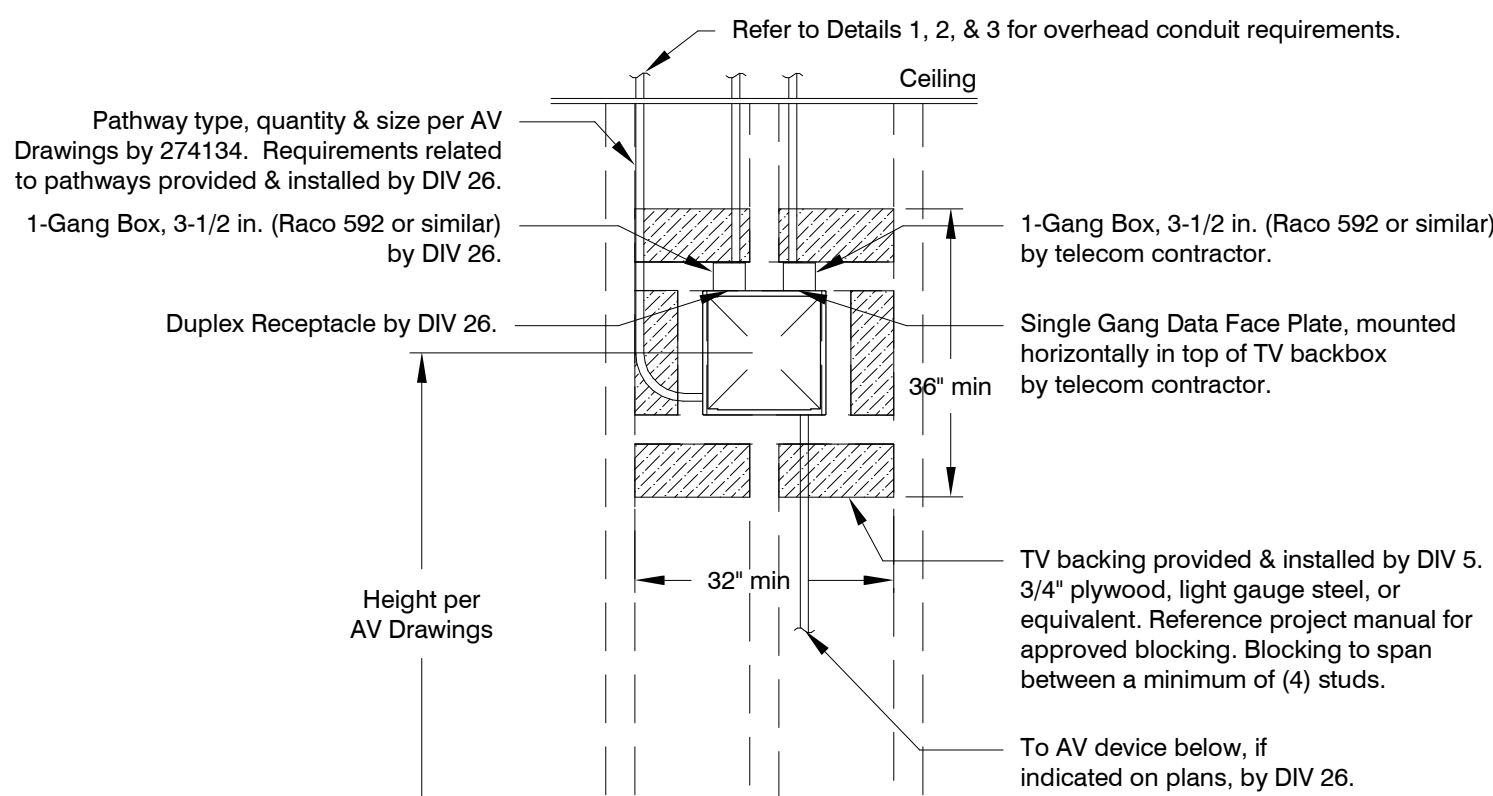
4 **Typical Floor-Mounted Devices w/ AV**
Scale: None



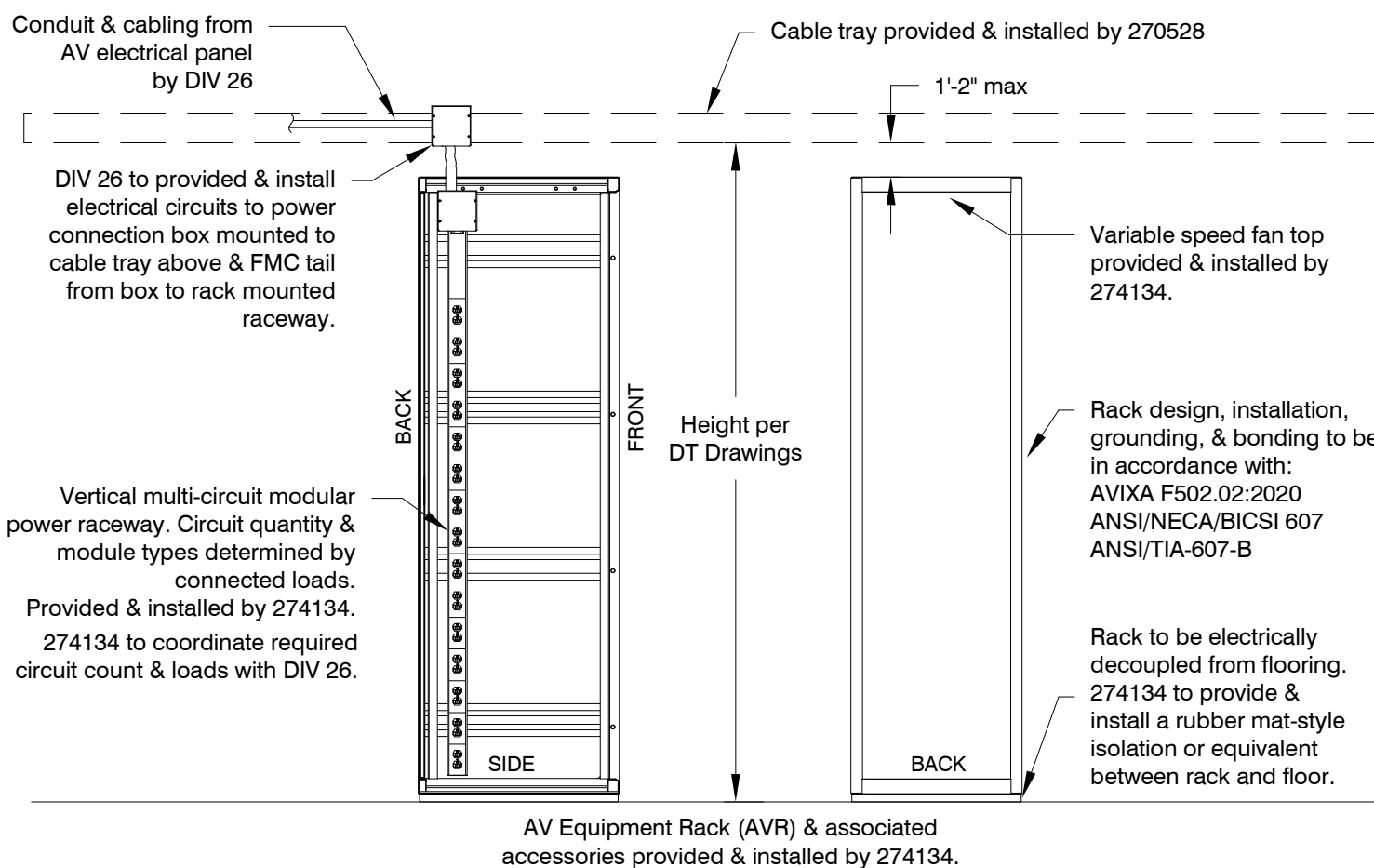
5 **Typical TV Mounting Details**
Scale: None



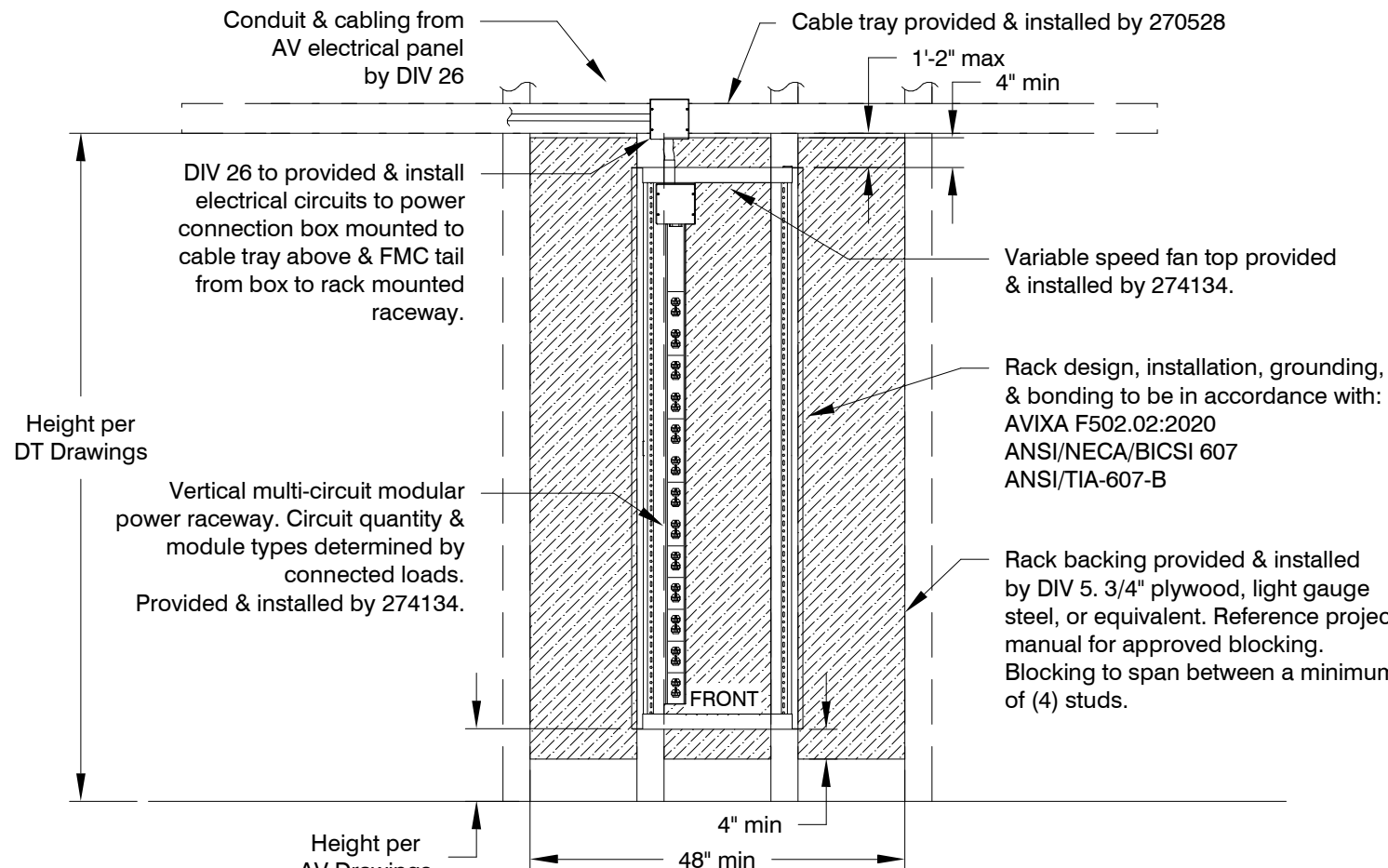
6 **Typical TV Backing & Pathways 4-Studs**
Scale: None



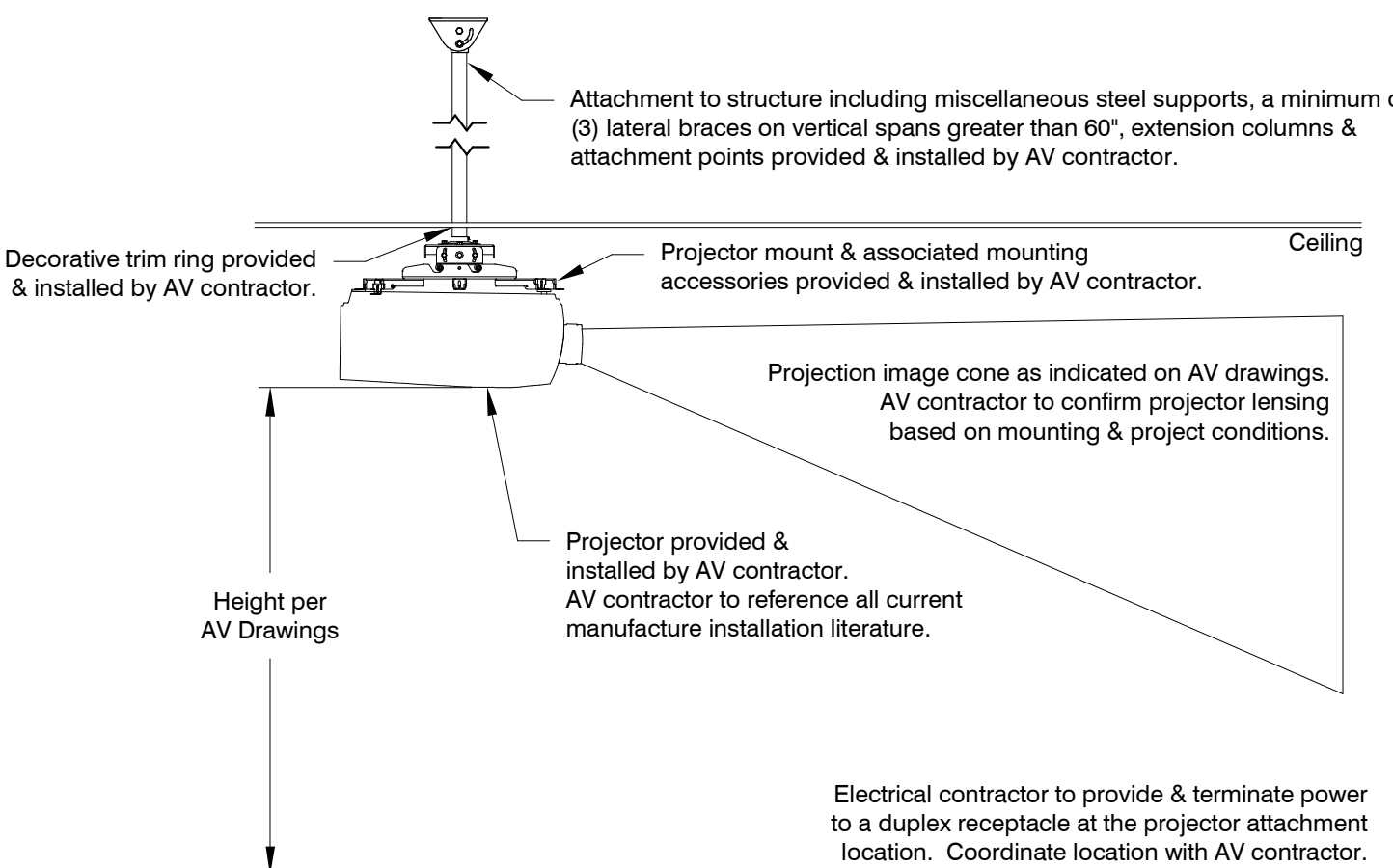
7 **Typical TV Backing & Pathways 3-Studs**
Scale: None



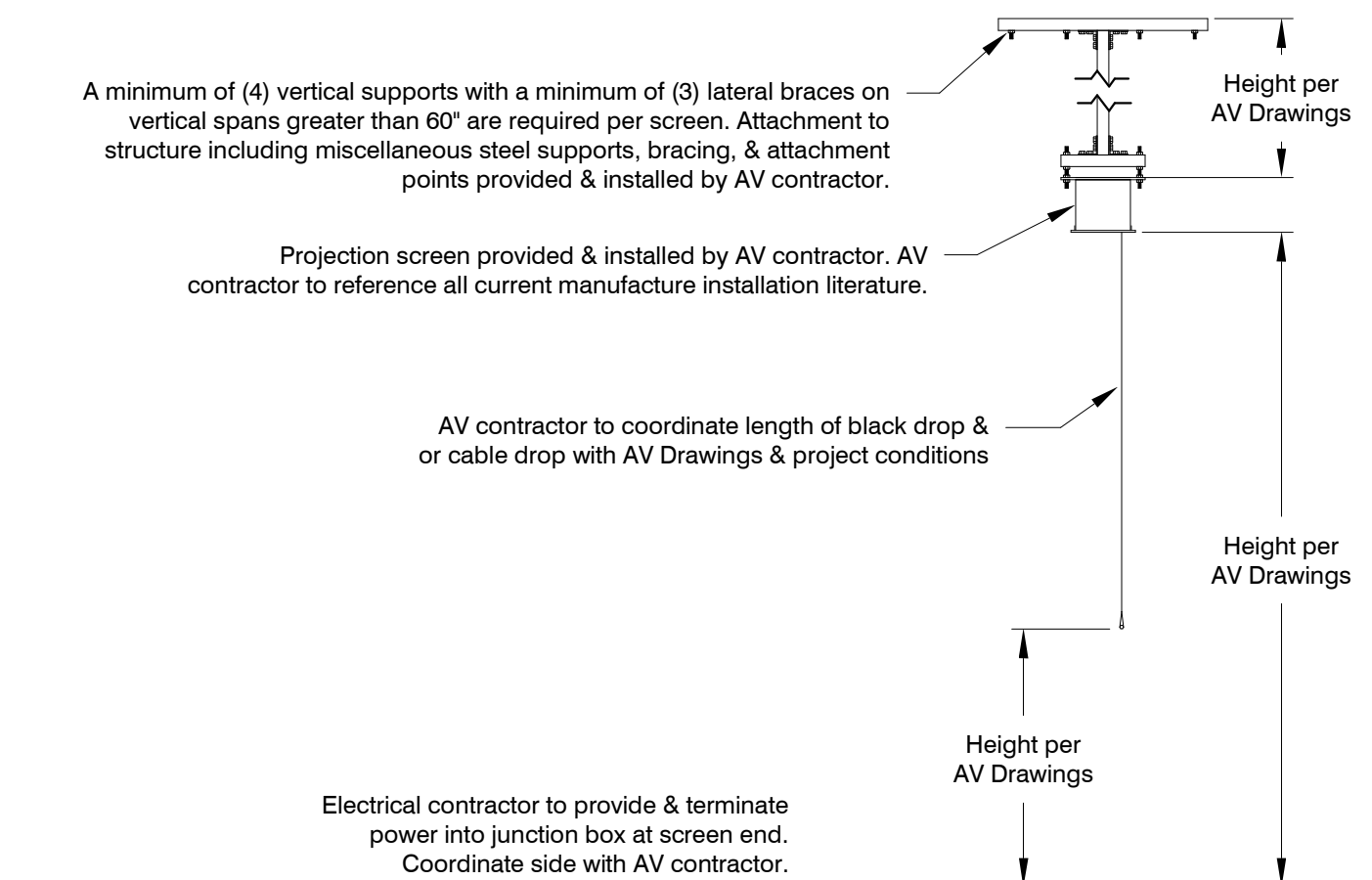
8 **Floor-Standing AV Rack Details**
Scale: None



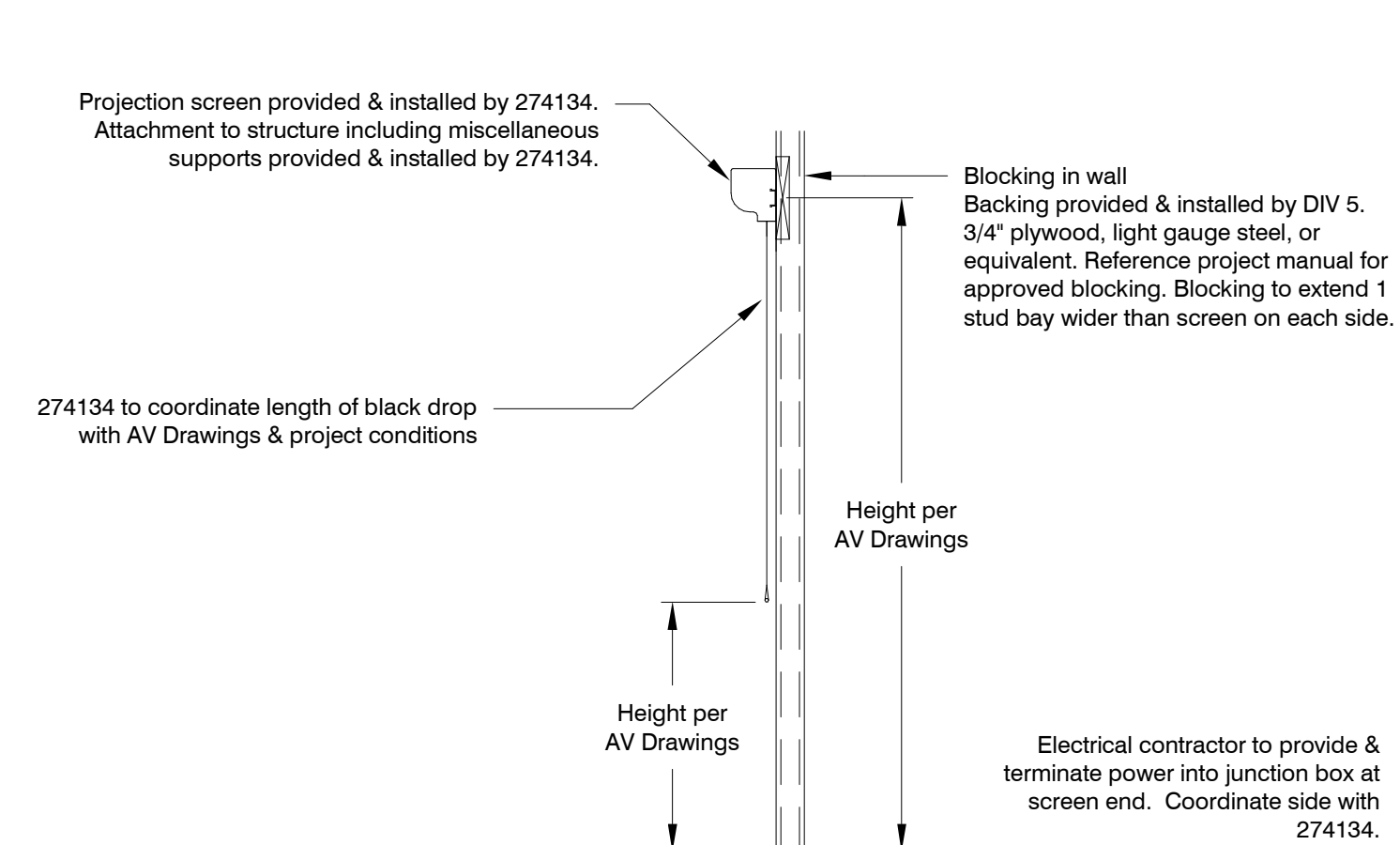
9 **Wall-Mounted Rack Detail**
Scale: None



10 **Typical Projector Mounting**
Scale: None



11 **Typical Suspended Projection Screen**
Scale: None



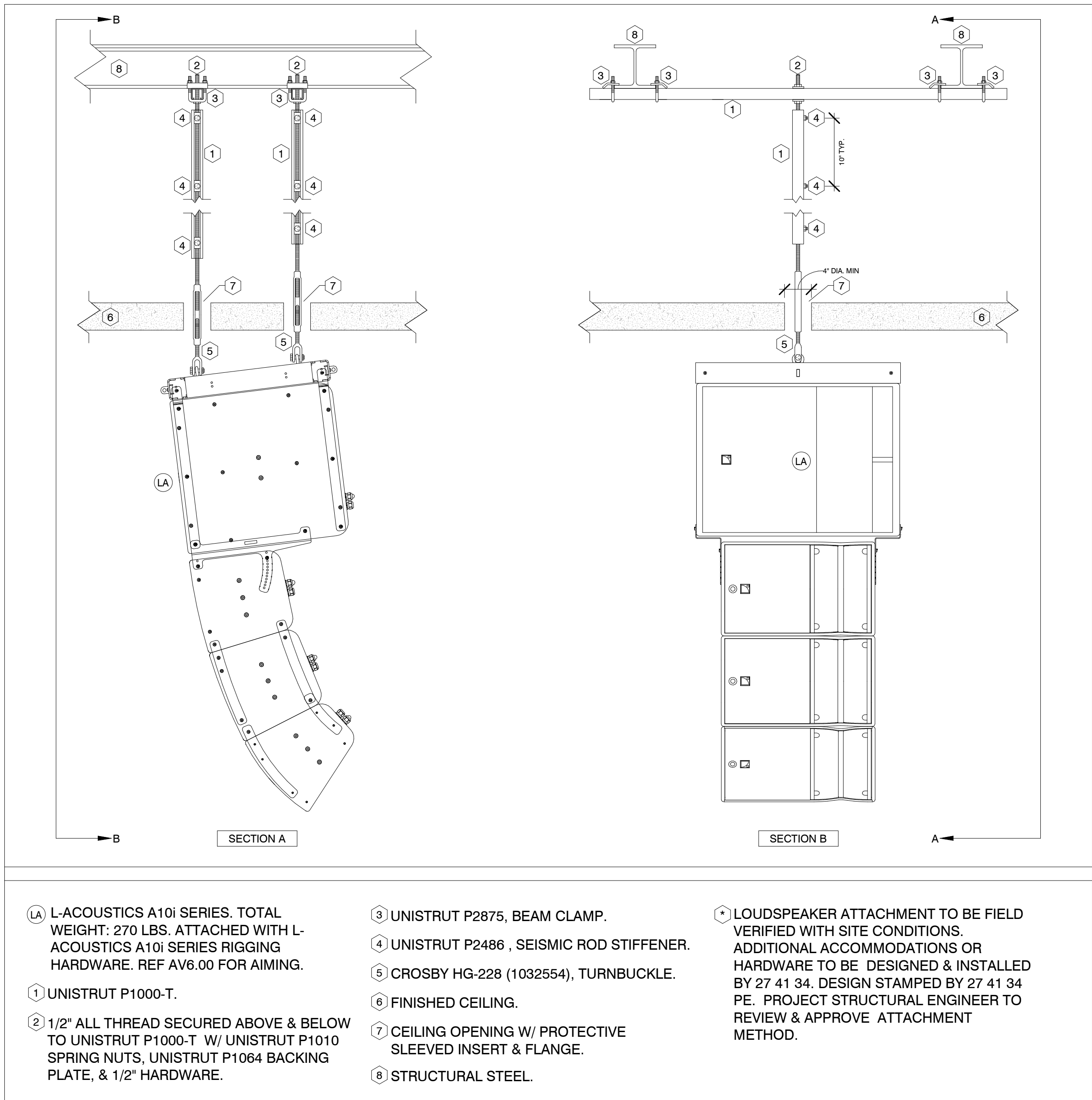
12 **Typical Wall-Mounted Screen**
Scale: None

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Project No. 22050
7/7/2023 7:24:34 PM Autodesk Docs\Schulman Auditorium\2218 Cannon Art Gallery - AV\20231.rvt

1

Auditorium Left & Right Main Array - Attachment Detail

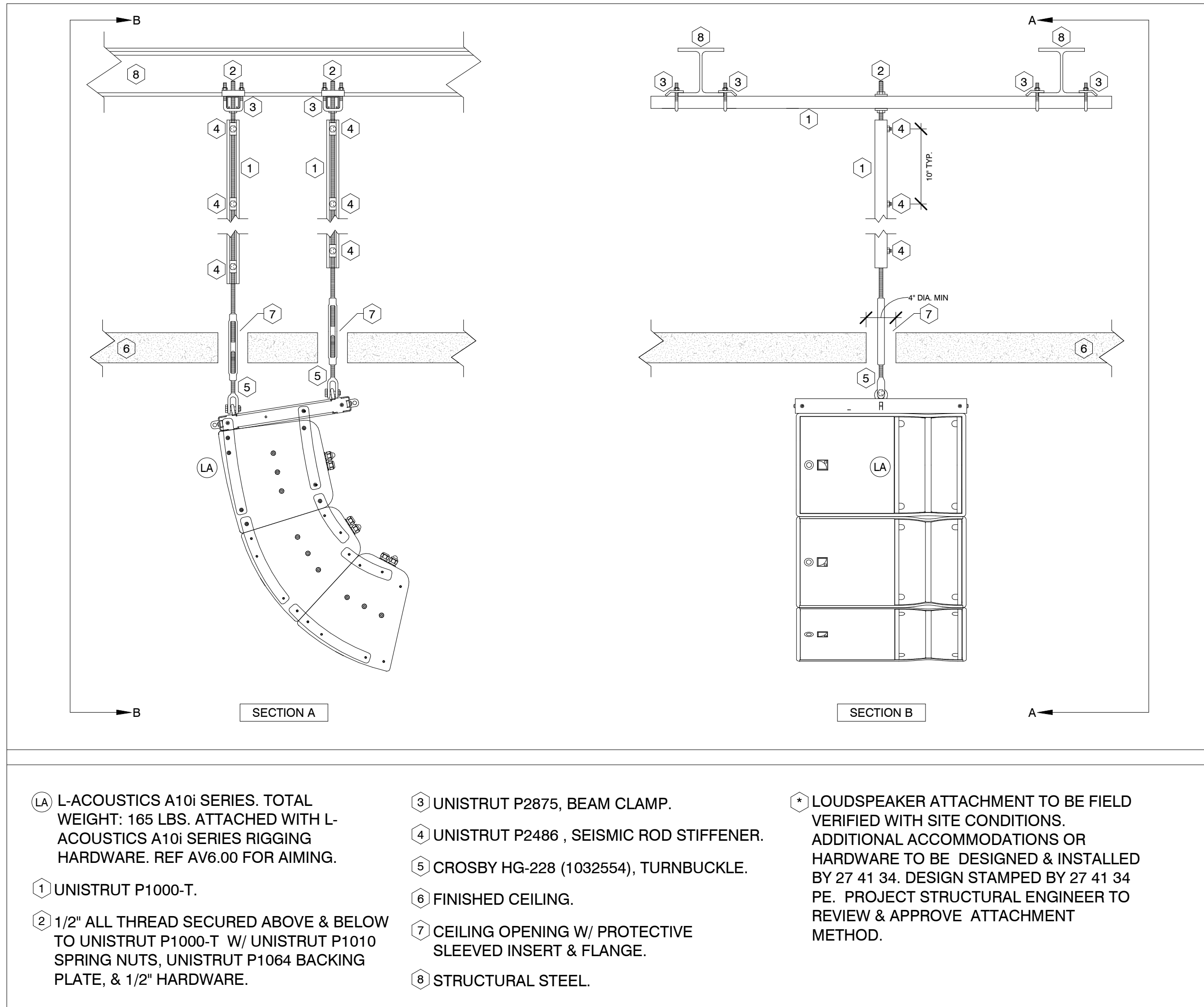
Scale: 1" = 1'-0"



2

Auditorium Center Main Array - Attachment Detail

Scale: 1" = 1'-0"



Schulman Auditorium & Cannon Art Gallery

1775 Dove Lane, Carlsbad, CA 92011

AV - Standard Details

Revision Schedule		
No.	Revision	Issue Date

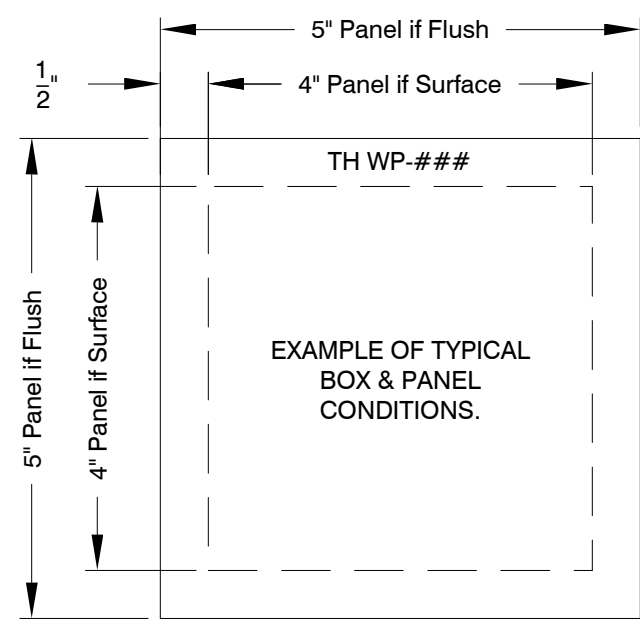
Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

AV5.02

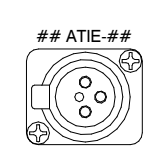
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Project No.: 4262023 105142 PM
Autodesk Doc/Schulman Auditorium/216 Carlisbad Dove Schulman - AVU20231.rvt

Typical for all wall boxes:
• Flush mounted boxes shall have panels with 1/2" overhang on all sides.
• Surface mounted boxes, the panel shall match the dimension of the box.
• ALL plates shall be engraved with unique box number.



1 **Typical Box & Panel Dimensions**
Scale: 1" = 1'-0"

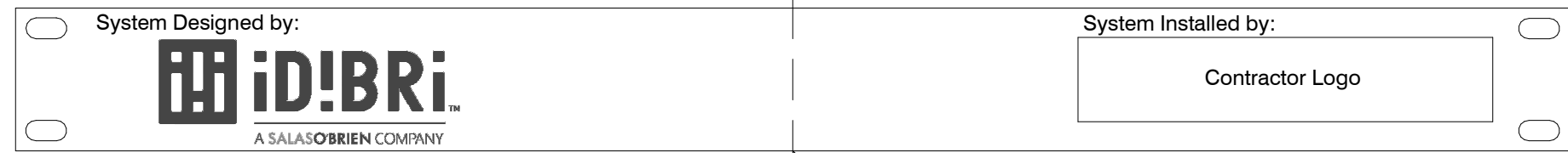


Typical Connector ID to Incorporate the Following:

Two letter room abbreviation
ATE, ETIE, FTIE, or VTIE system designation
Two number connector number
ID abbreviation & numbering populated by 274134
(ex. TH ATE12) Panels, plates, patchbays, & all loose connection points to have consistent ID's.

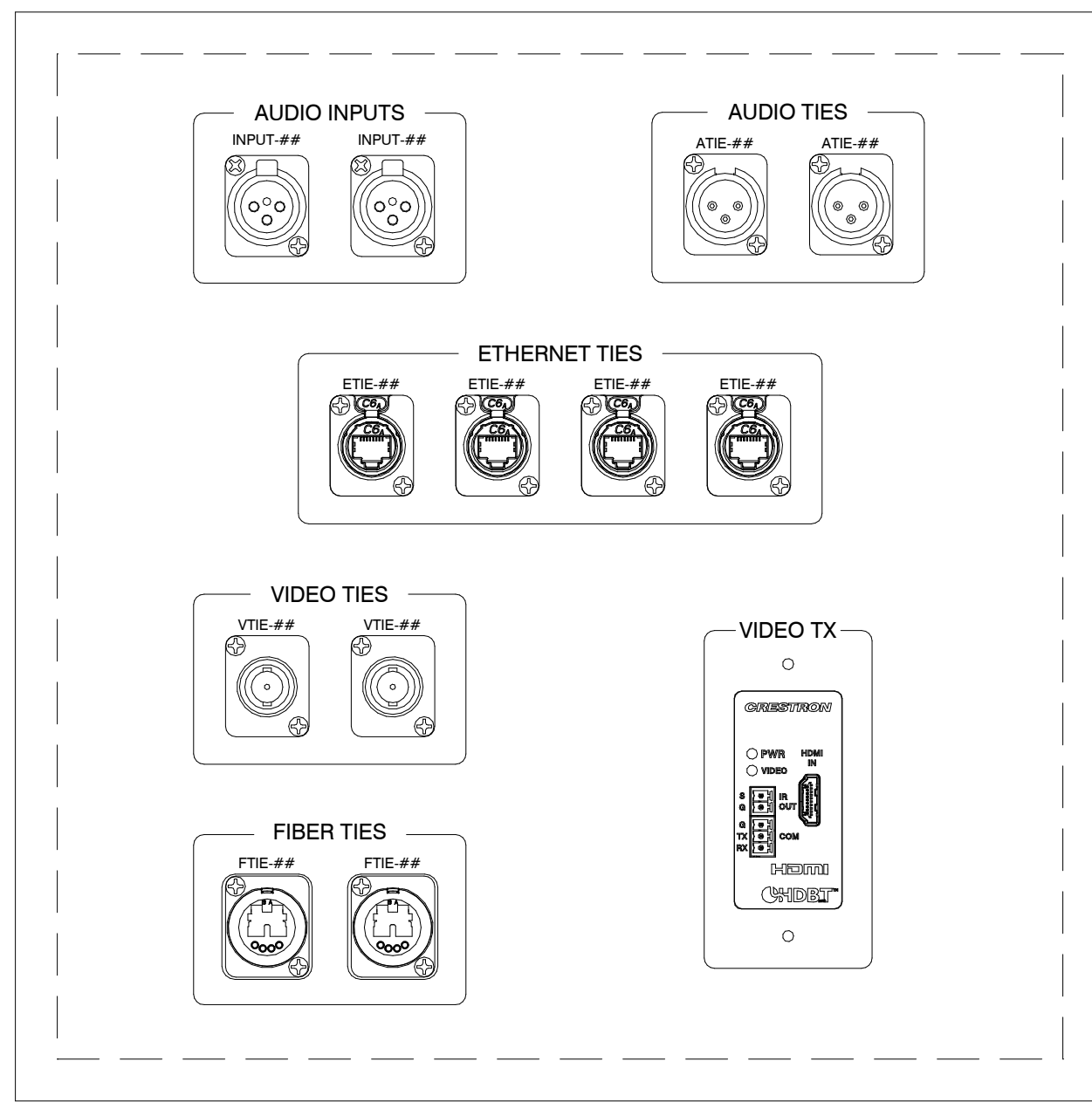
2 **Typical Connector Annotations**
Scale: 1" = 1'-0"

Place in top RU of video/audio racks, one per row of racks.

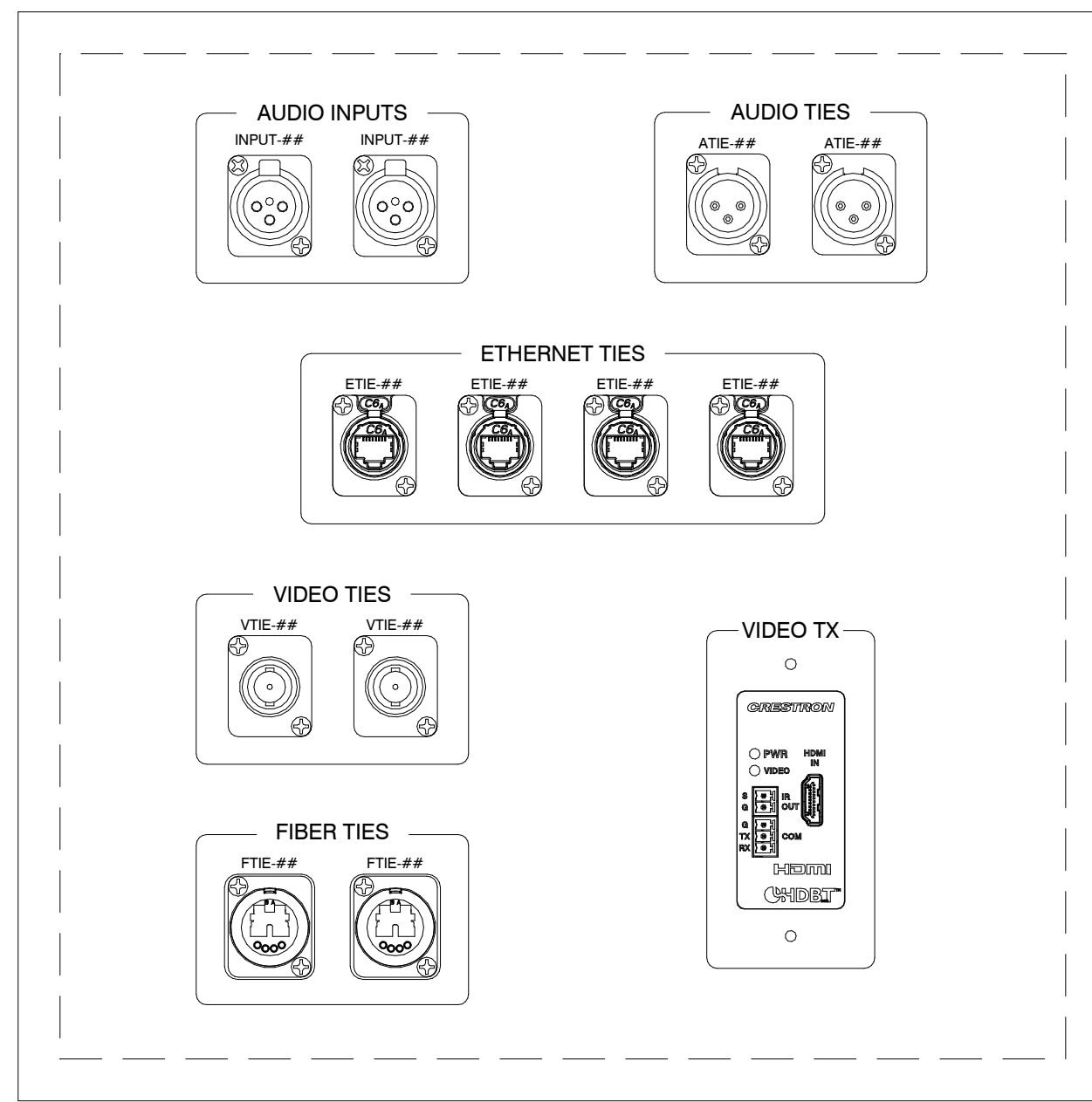


3 **Typical Logo Panel**
Scale: 1" = 1'-0"

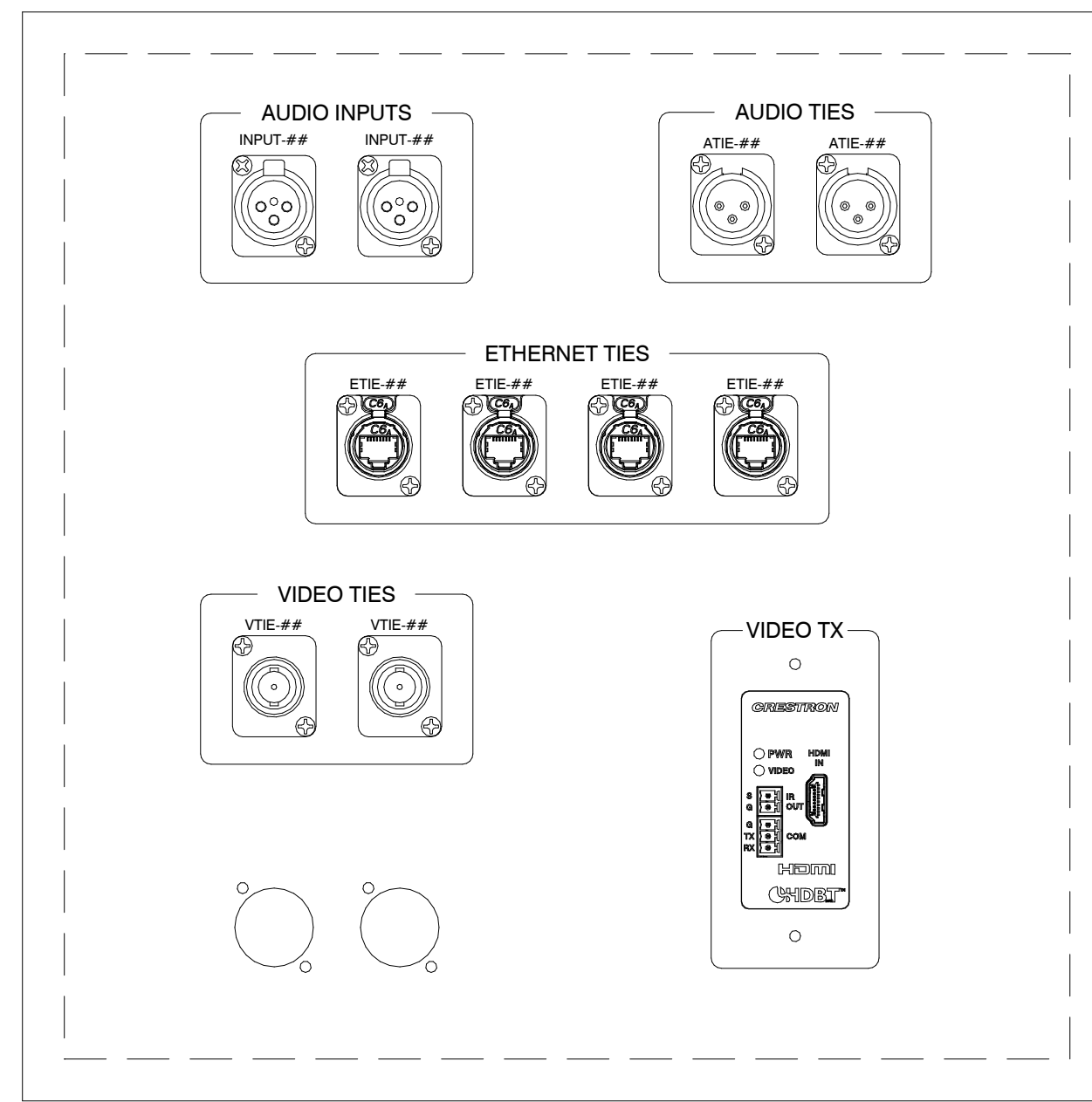
Integrator's logo not to extend past the center, placed on right side.



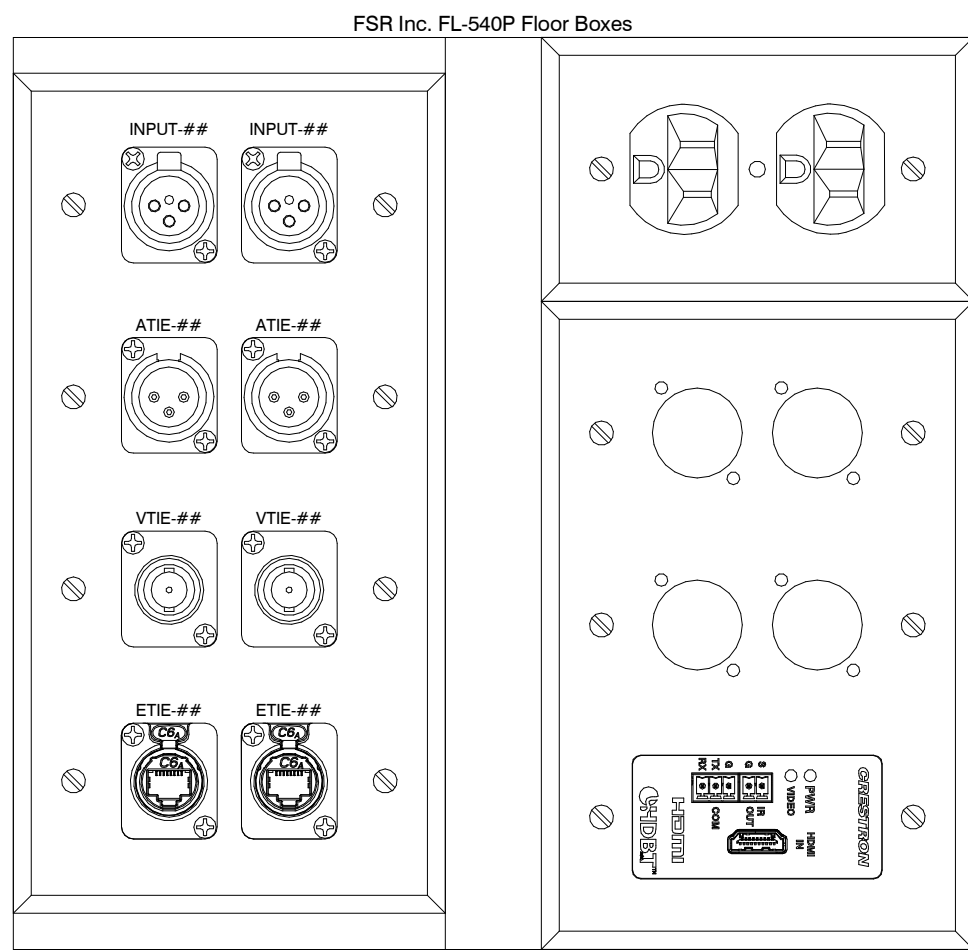
4 **AVWB.138**
Scale: 1" = 1'-0"



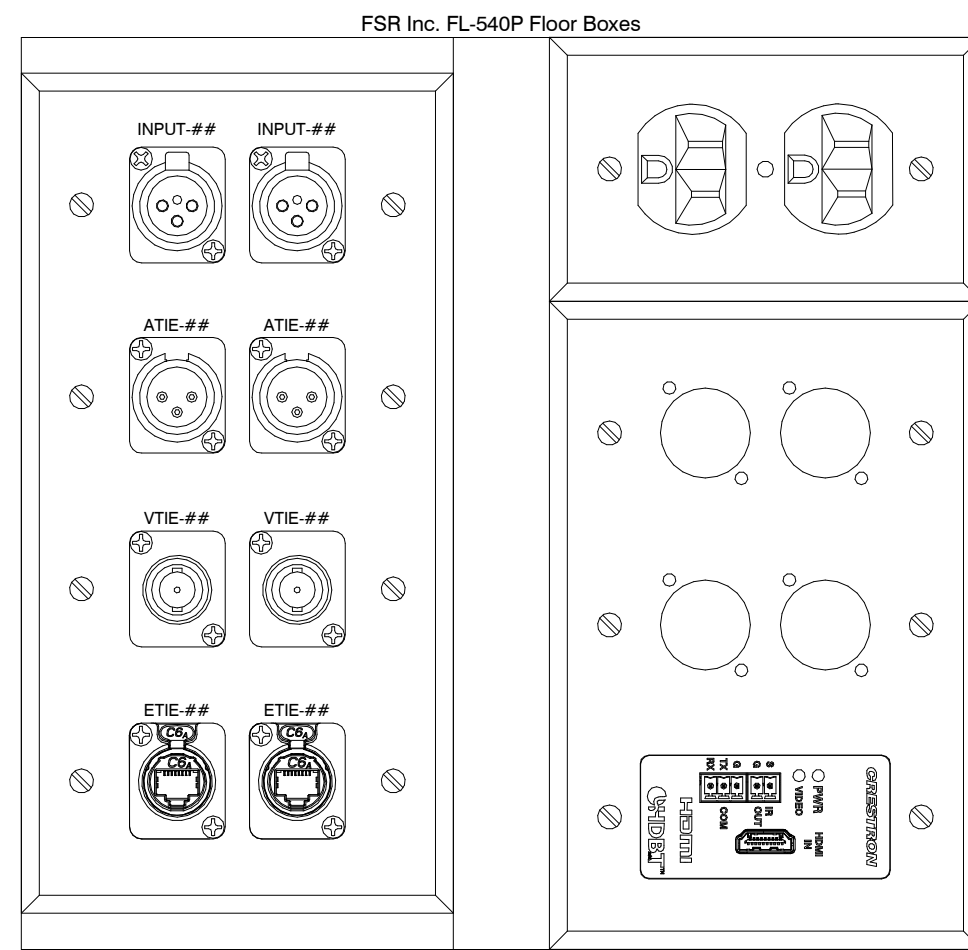
5 **AVWB.129**
Scale: 1" = 1'-0"



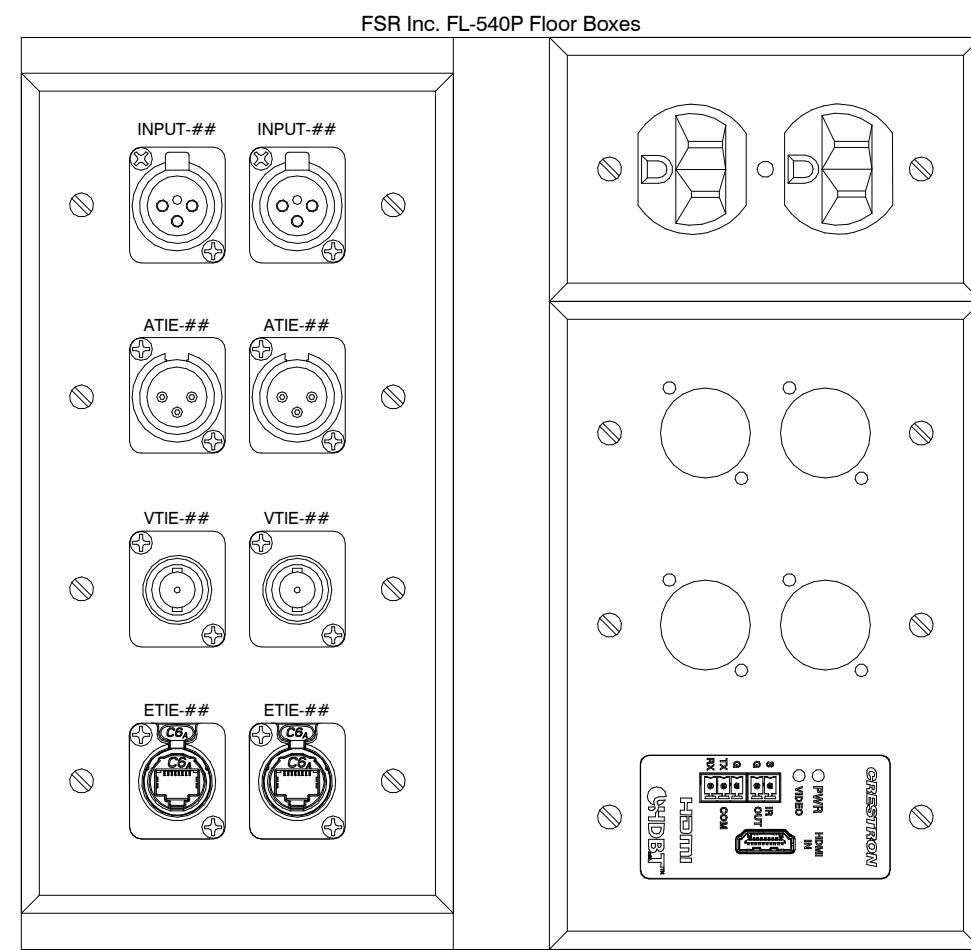
6 **AVWB.143**
Scale: 1" = 1'-0"



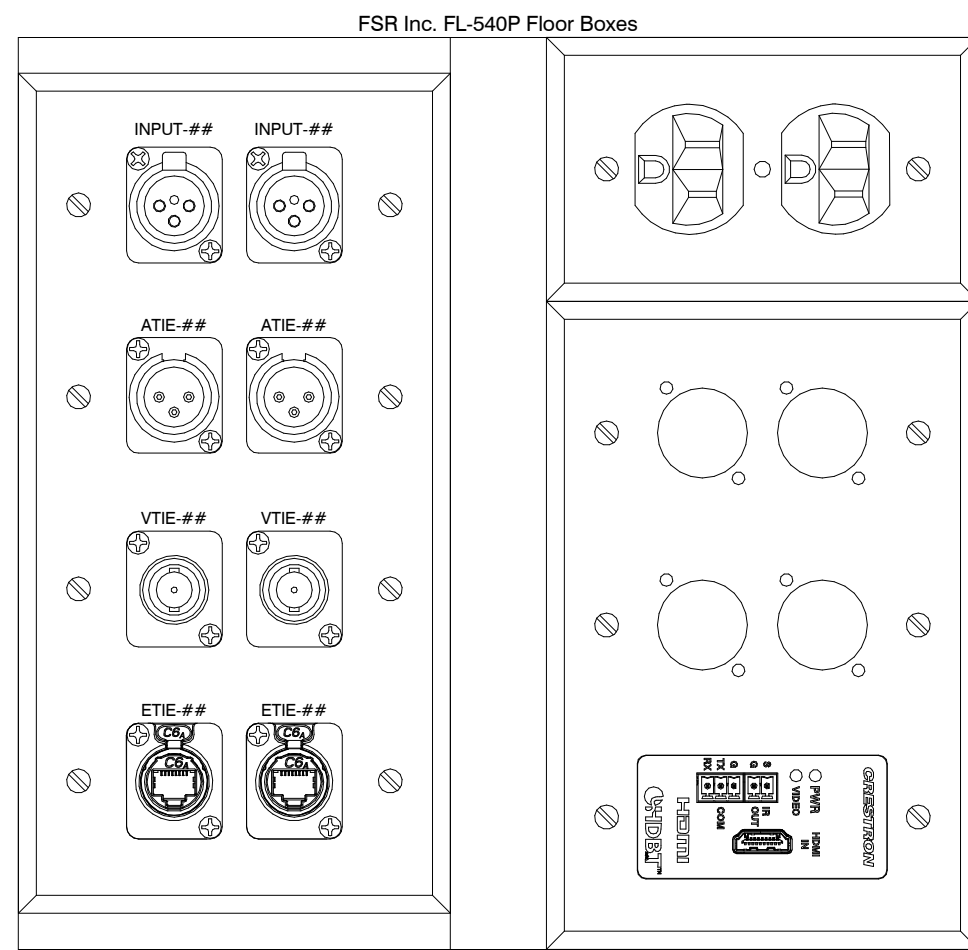
7 **AVFB.108**
Scale: 1" = 1'-0"



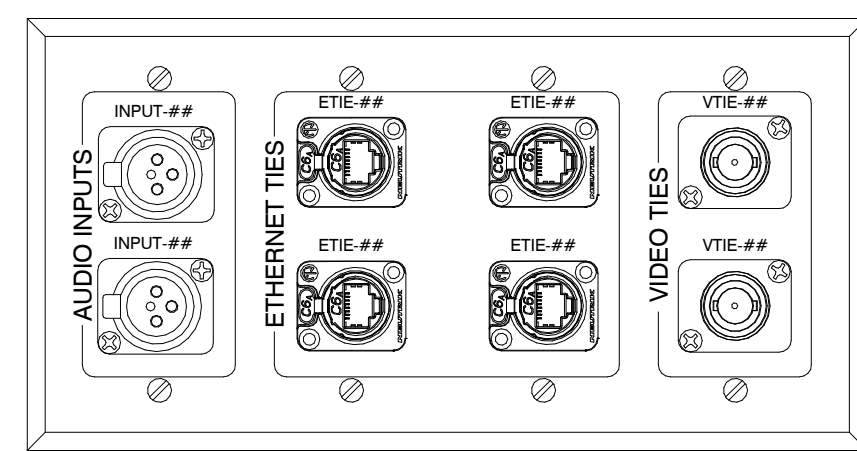
7 **AVFB.109**
Scale: 1" = 1'-0"



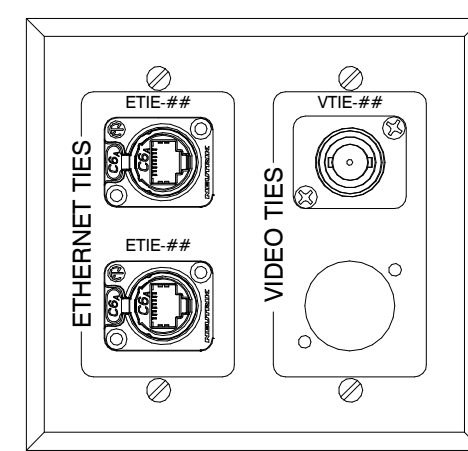
8 **AVFB.110**
Scale: 1" = 1'-0"



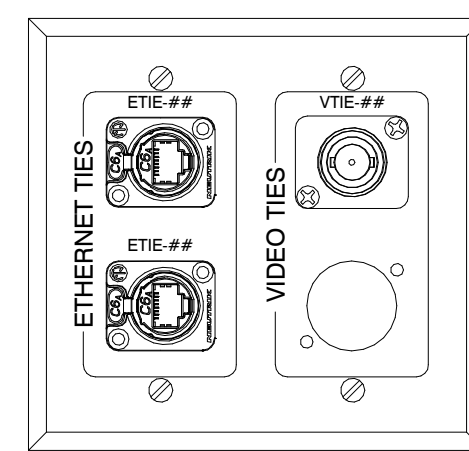
9 **AVFB.111**
Scale: 1" = 1'-0"



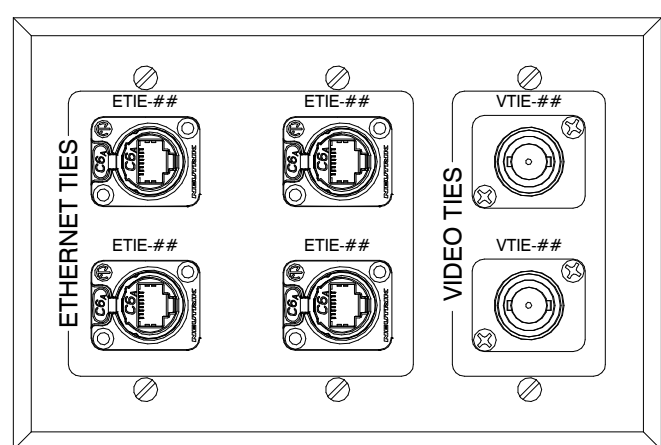
10 **AVWB.142**
Scale: 1" = 1'-0"



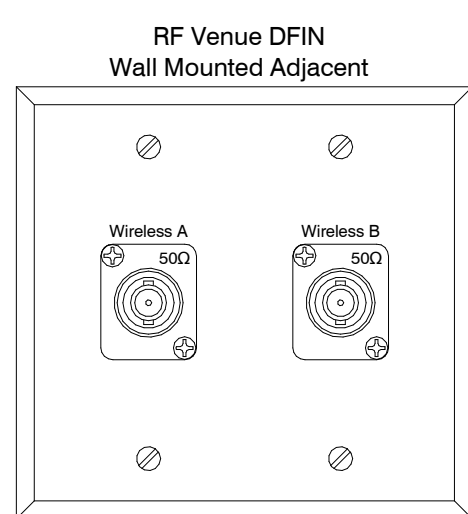
11 **AVWB.113**
Scale: 1" = 1'-0"



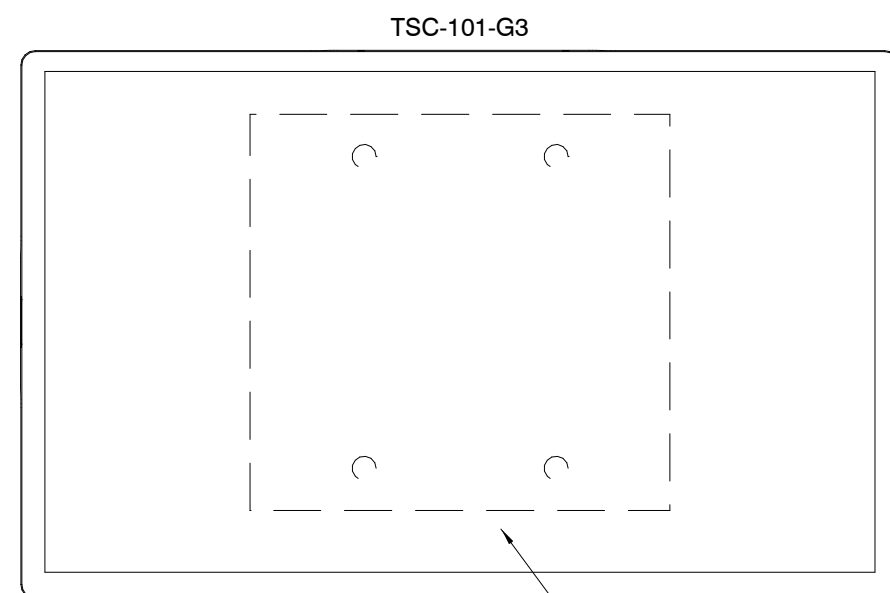
12 **AVWB.115**
Scale: 1" = 1'-0"



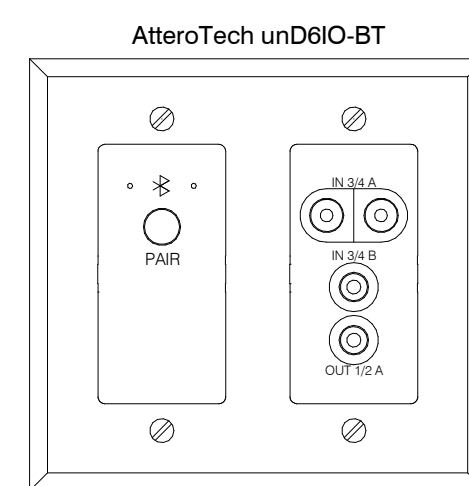
13 **Rear PTZ Twin Cameras**
Scale: 1" = 1'-0"



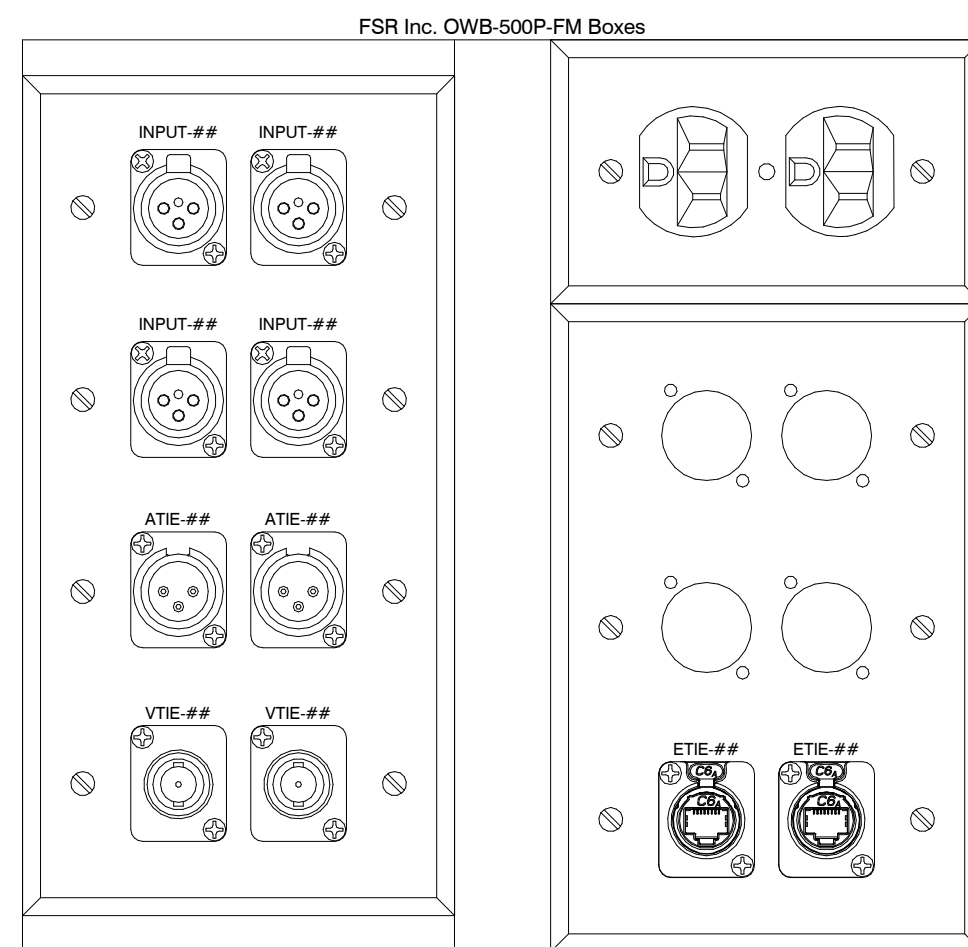
14 **Rear Wireless Mic Antenna**
Scale: 1" = 1'-0"



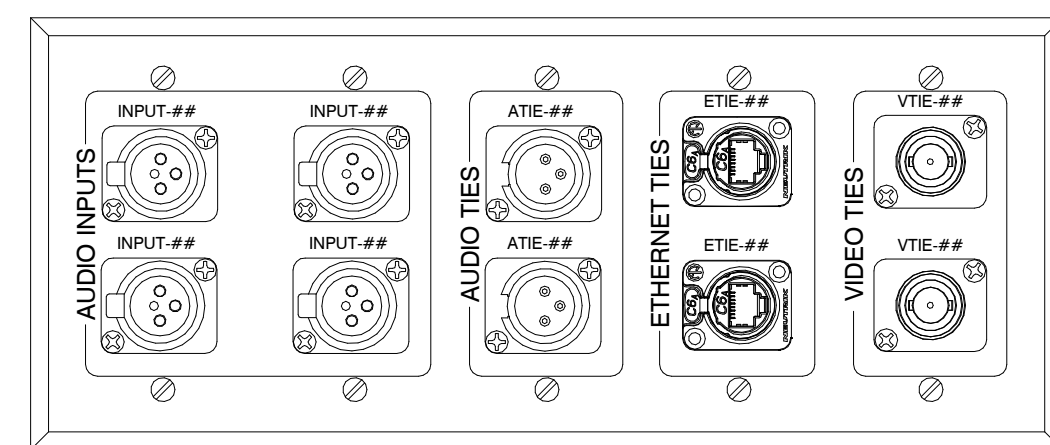
15 **AVWB.143.A**
Scale: 1" = 1'-0"



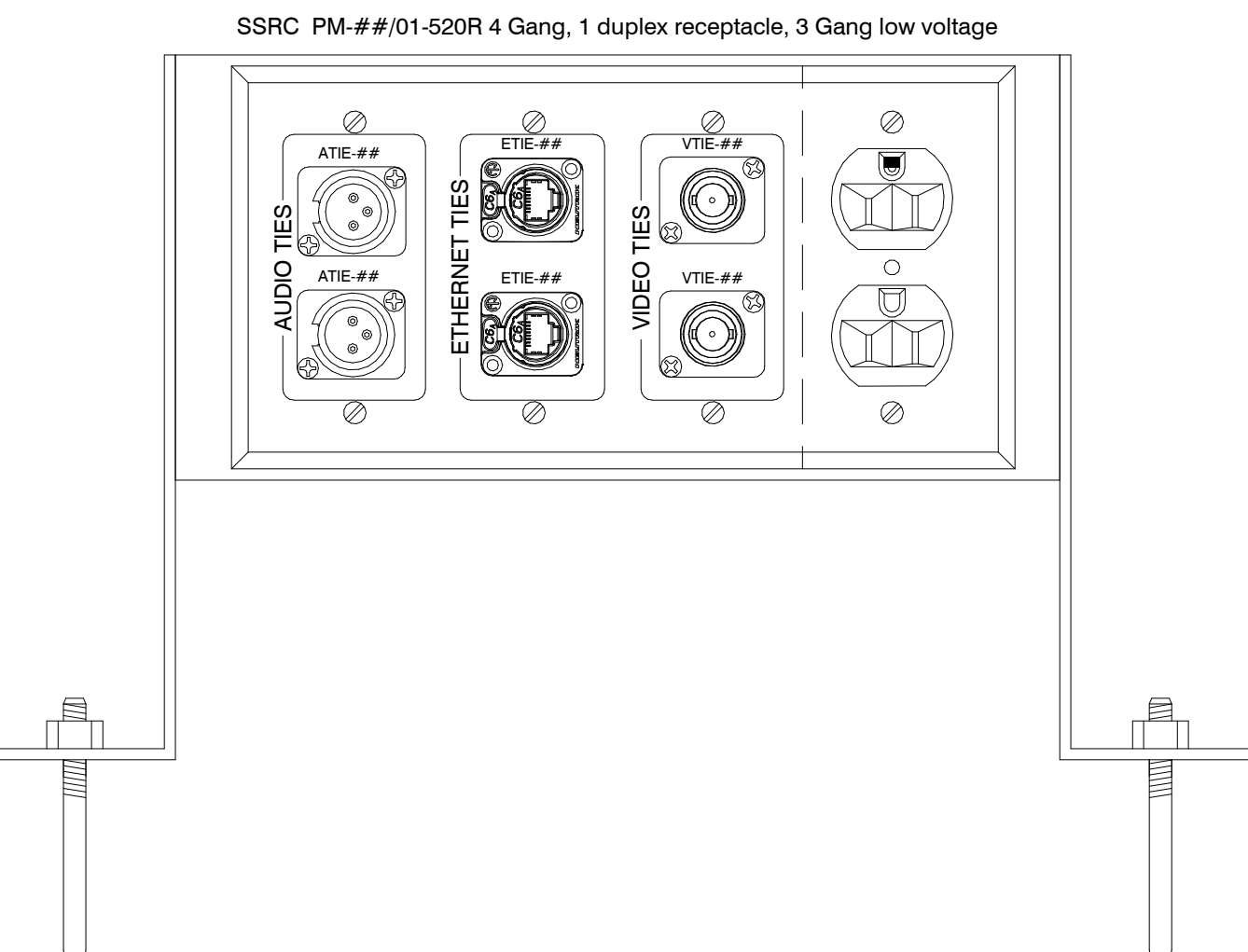
16 **AVWB.143.B**
Scale: 1" = 1'-0"



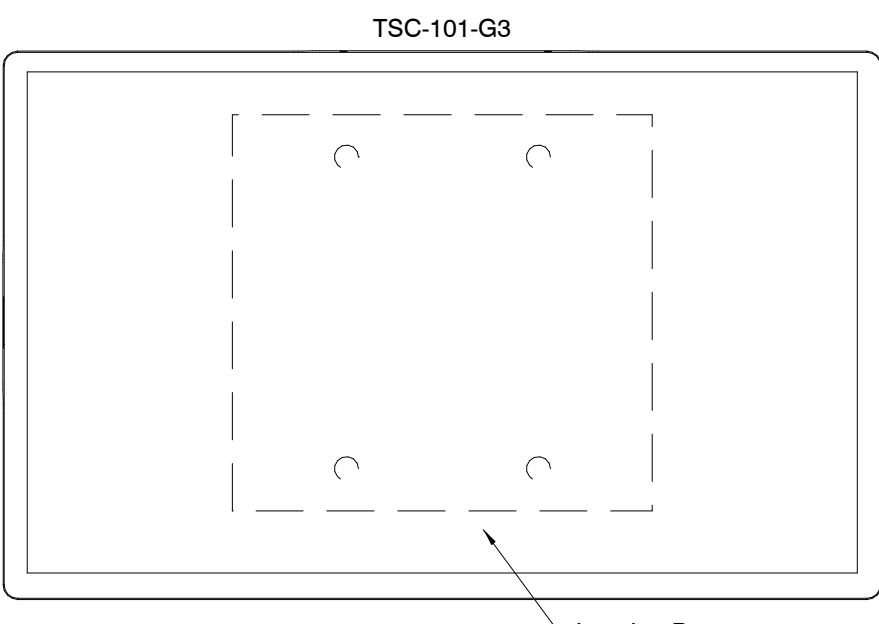
17 **Type Av.7 Cortyard (QTY: 4)**
Scale: 1" = 1'-0"



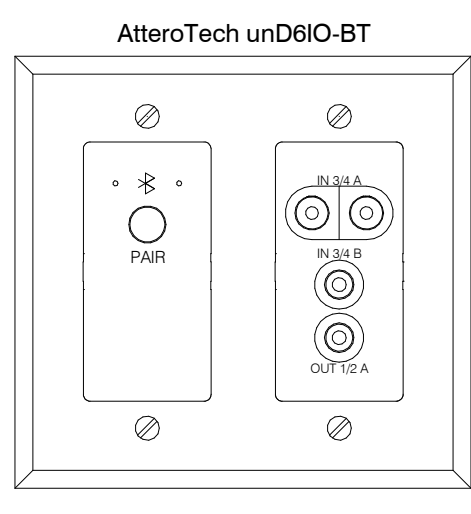
18 **Type Av.4 Gallery (QTY: 6)**
Scale: 1" = 1'-0"



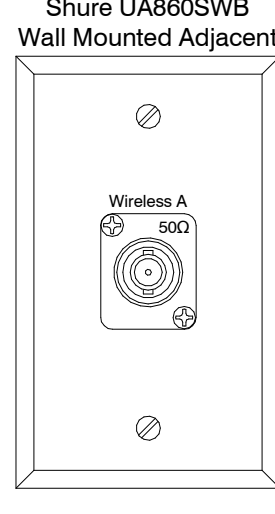
19 **Type Pb.4 Gallery (QTY: 9)**
Scale: 1" = 1'-0"



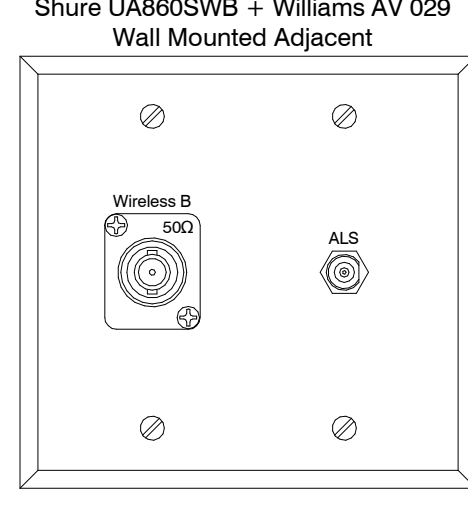
20 **Type Ts.10 Gallery (QTY: 1)**
Scale: 1" = 1'-0"



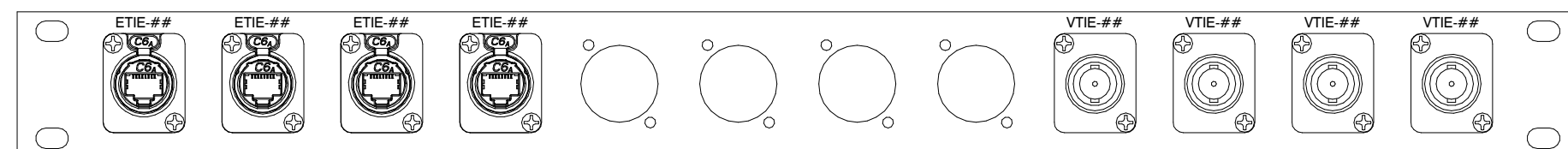
21 **Type Bt.2 Gallery (QTY: 1)**
Scale: 1" = 1'-0"



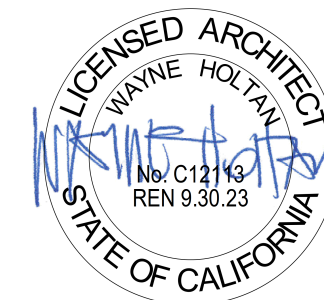
22 **Type An.1 Gallery (QTY: 3)**
Scale: 1" = 1'-0"



23 **Type An.2 Gallery (QTY: 1)**
Scale: 1" = 1'-0"



24 **SRP.01**
Scale: 1" = 1'-0"



Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

AV Panel Details

Revision Schedule	
No.	Revision

Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

AV5.20

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Production Equipment Room (131)

AVR.102 (Auditorium)

45		
44	Fiber Patch Bay Belden Per Spec	FPB.01
43	1U Brush Middle Atlantic BR1	
42	BLANK	
41		
40	BLANK	
39		
38		
37	Dual 9" Monitor JVC DT-X93HX2	MON.01
36		
35	BLANK	
34		
33	40x40 12G Router Blackmagic Design VHubSMAS12G4040	RTR.01
32		
31	BLANK	
30		
29	Video Patchbay Bittree Per Spec	VPB.01
28	BLANK	
27		
26		
25	Video Production Switcher NewTek TC1	VPS.01
24	BLANK	
23		
22		
21	Dual 7" Monitor Recorder JVC DT-X93HX2	REC.01
20	BLANK	
19		
18	2U Brush Middle Atlantic BR2	
17	Owner Furnished Contractor Installed (48) Port Minimum	NWS.01
16	BLANK	
15	Ethernet Patch Panel Belden Per Spec	EPB.01
14	BLANK	
13	Ethernet Patch Panel Belden Per Spec	EPB.02
12	BLANK	
11	Owner Furnished Contractor Installed (48) Port Minimum	NWS.02
10	2U Brush Middle Atlantic BR2	
9		
8	Ethernet Patch Panel Belden Per Spec	EPB.03
7	BLANK	
6		
5	BLANK	
4	2U Drawer Middle Atlantic D2	
3		
2	UPS Middle Atlantic UPX-2000R-2	UPS.01
1		

AV Equipment Rack

Existing Rack

AVR.101 (Auditorium)

45		
44	Assisted Listening Williams Sound FM T55	ALS.01
43	BLANK	
42	Wireless Zones RF Venue KZone	WZC.01
41	4CH Wireless Receiver Shure ULXD4Q	WRX.01
40	4CH Wireless Receiver Shure ULXD4Q	WRX.02
39	BLANK	
38	BLANK	
37	Digital Signal Processor QSC Core 110F-V2	DSP.01
36	Cinema Audio Processor QSC QSC DCIO-H	CAP.01
35	BLANK	
34	Main Com Station Clear-Com ARCADIA-X4-16P	ICM.01
33	BLANK	
32		
31	IP Matrix Chassis Crestron DMF-CI-8	IVC.##
30	BLANK	
29		
28	IP Matrix Chassis Crestron DMF-CI-8	IVC.##
27	BLANK	
26	Device Shelf UFA-8	
25	BLANK	
24	Bluray Player Tascam BD-MP4K	BLR.01
23	BLANK	
22		
21	2U Brush Middle Atlantic BR2	
20		
19		
18	48x16 Channel Stagebox Allen & Heath GX4816	SBX.01
17		
16		
15		
14	2U Brush Middle Atlantic BR2	
13		
12	TT Audio Patchbay Sittne Per Spec	APB.01
11		
10	BLANK	
9	Power Amplifier L-Acoustics LA2X	AMP.07
8	BLANK	
7	2U Drawer Middle Atlantic D2	
6		
5	3U Drawer Middle Atlantic D3	
4		
3		
2	UPS Middle Atlantic UPX-2000R-2	UPS.02
1		

AV Equipment Rack

Existing Rack

Platform BOH (129)

AVR.103 (Auditorium)

45		
44	Fiber Patch Bay Belden Per Spec	FPB.02
43	1U Brush Middle Atlantic BR1	
42	Owner Furnished Contractor Installed (12) Port Minimum	NWS.03
41	2U Brush Middle Atlantic BR2	
40	BLANK	
39		
38		
37	1U Brush Middle Atlantic BR1	
36	BLANK	
35		
34	Dual 9" Monitor JVC DT-X93HX2	MON.02
33		
32	BLANK	
31		
30	Remote Com Station Clear-Com HFM-4X	ICR.01
29	Power Conditioner with Lights Furman PL-9C	
28		
27	Attach charging stations to sliding shelf.	
26		
25		
24		
23		
22		
21		
20	4U Vented Middle Atlantic SSS-20VTR	Sliding Shelf
19	Power Conditioner with Lights Furman PL-9C	
18	2U Drawer Middle Atlantic D2	
17		
16		
15	3U Drawer Middle Atlantic D3	
14		
13	Dante to AES3 Focusrite PRO RedNet D16R Mill	DTD.##
12	1U Brush Middle Atlantic BR1	
11	Power Amplifier L-Acoustics LA2X	AMP.01
10	Power Amplifier L-Acoustics LA2X	AMP.02
9	BLANK	
8	Power Amplifier L-Acoustics LA2X	AMP.03
7	Power Amplifier L-Acoustics LA2X	AMP.04
6	BLANK	
5	Power Amplifier L-Acoustics LA2X	AMP.05
4	Power Amplifier L-Acoustics LA2X	AMP.06
3	BLANK	
2	UPS Middle Atlantic UPX-2000R-2	UPS.03
1		

AV Equipment Rack

Existing Rack

Gallery Rack (###)

Provide Fan Top
DWR-FK32

AVR.201 (Gallery)

35		
34	Fiber Patch Bay Belden Per Spec	FPB.03
33	1U Brush Middle Atlantic BR1	
32		
31		
30		
29		
28		
27		
26	13U Reserved For Theatrical Lighting Systems (11 81 00)	
25		
24		
23		
22		
21		
20		
19	2U Brush Middle Atlantic BR2	
18	Owner Furnished Contractor Installed (48) Port Minimum	NWS.04
17	BLANK	
16		
15	Ethernet Patch Panel Belden AX103114 (24) AX104596	EPB.04
14	Ethernet Patch Panel Belden AX103114 (24) AX104596	EPB.05
13		
12	Assisted Listening Williams Sound FM T55	ALS.02
11	4CH Wireless Receiver Shure ULXD4Q	WRX.03
10	BLANK	
9	Dante Audio I/O Altaro Tech D16Mio	AIO.01
8	Dante Audio I/O Altaro Tech D16Mio	AIO.02
7	TT Audio Patchbay Bittree Per Spec	APB.02
6	BLANK	
5		
4	Video Patchbay Bittree Per Spec	VPB.02
3		
2	UPS Middle Atlantic UPX-2000R-2	UPS.04
1		

AV Equipment Rack

Middle Atlantic Products
DWR Series (DWR-35-26)

Provide MPR Series Modular
Power Raceway System

RACK SWING
DIRECTION

Not In Contract

FLOOR



Schulman Auditorium & Cannon Art Gallery

1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule
No. Revision Issue Date

Drawing Set Issue Schedule
Description Issue Date
Construction 28 Nov 2023
Documents

AV Rack Details

AV5.40

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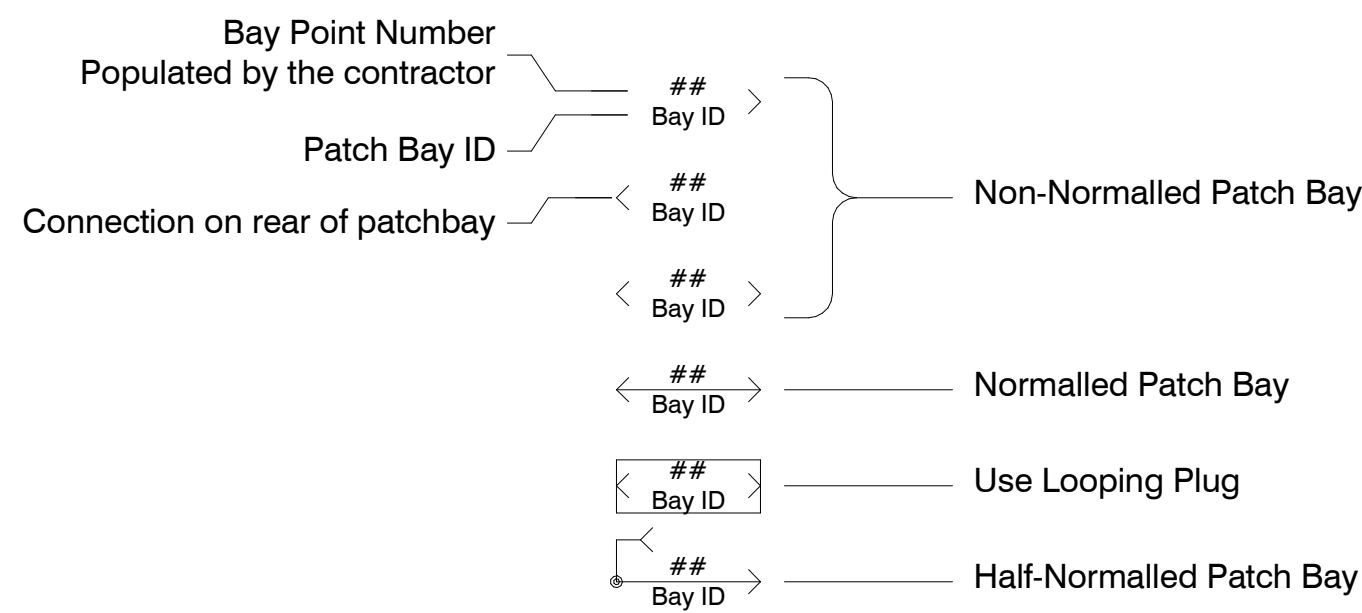
AV Systems - New Junction Box Schedule													
Typical Box ID	Device Description	Device Manufacturer	Device Model	Mounting Height	Box Manufacturer	Box Model	Box Description	Flush Mount	NEMA Type	Box Supplied and Installed By:	Panel Supplied and Installed By:	Conduit & Cable (Unless Otherwise Shown on Plan)	Notes
An.1	Wireless Antenna	n/a	n/a	<varies>	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 1G mudring.	Yes	1	DIV 26	N/A	(1) 1" Conduit with 1F cable to local associated AVR.	
An.2	Wireless Antenna	n/a	n/a	12'-6"	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 2G mudring.	Yes	1	DIV 26	N/A	(1) 1" Conduit with 1F, 1H cables to local associated AVR.	
Av.1	AV Connectivity Panel	n/a	n/a	1'-6"	Raco or Equivalent	694	5-Gang welded steel electrical box, 2.5" depth.	Yes	1	DIV 26	27 41 34	(1) 1.5" & (1) 1-1/4" Conduit stub to accessible ceiling, 4E, 2D, 2H, 2U6S to local AVR.	
Av.7	Exterior AV Connectivity Box	n/a	n/a	1'-6"	FSR Inc.	CWB-500P-FM	Steel junction/pull box with screw cover.	Yes	1	DIV 26	27 41 34	(2) 1" Conduit with 4E, 2D, 2U6S, 2H to AVR.101.	
Bl.2	Bluetooth IO Panel	Atterro Tech	unD8IO-BT	3'-4"	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 2G mudring.	Yes	1	DIV 26	N/A	(1) 1" Conduit stub to accessible ceiling, 1U6 to local AVR.	Clearance of 6" required on all sides of junction box center line for adjacent boxes.
Pb.4	AV Connectivity Pipe Box	n/a	n/a	n/a	SSRC or Equivalent	9104	4-Gang pipe mouth box w/rigging hardware (3G Low Voltage 1G High Voltage)	Yes	1	DIV 26	27 41 34	(1) 1-1/4" FMC with 2D, 2U6S, 2H cables to local associated AVR.	
Pr.1	Ceiling Mounted Projector	Christie	Projector		Projector	n/a	Cable freerun in accessible ceiling. No Box required.	Yes	1	n/a	27 41 34	2U6S, 1H Cable freerun to local AVR.	
S.1	Surface Mounted Speaker	L-Acoustics	XB	<varies>	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 1G mudring.	Yes	1	DIV 26	N/A	Refer to plan drawings.	
Sc.2	Surface Mounted Speaker	EAW	ACB	9'-0"	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 1G mudring.	Yes	1	DIV 26	27 41 34	(1) 3/4" Conduit stub to accessible ceiling, 1U6S, 1H to AVR.101.	
Scn.1	Surface Mounted Projection Screen	Stewart Film Screen	Screen		Motorized Screen	n/a	Cable freerun in accessible ceiling. No Box required.	Yes	1	n/a	27 41 34	1U6 Cable freerun to local AVR.	
Ts.10	10" Touchscreen	QSC	TSC-101-G3	4'-0"	Raco or Equivalent	260	4-11/16" square welded steel electrical box, 3.25" depth, with 2G mudring.	Yes	1	DIV 26	N/A	(1) 3/4" Conduit stub to accessible ceiling, 1U6 to local AVR.	Clearance of 3" required on all sides of junction box center line for adjacent boxes.

Speaker Aiming Schedule												
Mark	Level	Manufacturer	Model	Azimuth	Pitch	Rotation	Weight	Height	Width	Depth		Notes
CMA-101	Ground Floor	L-Acoustics	A10i Focus	0.00°	-12.00°	0.00°	42	1'-10.3/38"	1'-1.3/4"	1'-1.1/4"		
CMA-102	Ground Floor	L-Acoustics	A10i Wide	0.00°	-32.00°	0.00°	40	1'-10.3/38"	1'-1.3/4"	1'-1.3/4"		
CMA-103	Ground Floor	L-Acoustics	A10i Wide	0.00°	-42.00°	0.00°	40	1'-10.3/38"	1'-1.3/4"	1'-1.3/4"		
LMA-101	Ground Floor	L-Acoustics	A10i Focus	38.00°	-7.00°	0.00°	42	1'-10.3/38"	1'-1.3/4"	1'-1.1/4"		
LMA-102	Ground Floor	L-Acoustics	A10i Focus	38.00°	-12.00°	0.00°	42	1'-10.3/38"	1'-1.3/4"	1'-1.1/4"		
LMA-103	Ground Floor	L-Acoustics	A10i Wide	38.00°	-32.00°	0.00°	40	1'-10.3/38"	1'-1.3/4"	1'-1.3/4"		
RSS-101	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-101	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-102	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-101	Ground Floor	L-Acoustics	KS21i	-7.00°	0.00°	0.00°	101	1'-10.3/38"	2'-5.5/38"	2'-0.3/4"		
RMA-101	Ground Floor	L-Acoustics	A10i Focus	38.00°	-7.00°	0.00°	42	1'-10.3/38"	1'-1.3/4"	1'-1.1/4"		
RMA-102	Ground Floor	L-Acoustics	A10i Focus	38.00°	-12.00°	0.00°	42	1'-10.3/38"	1'-1.3/4"	1'-1.1/4"		
RMA-103	Ground Floor	L-Acoustics	A10i Wide	38.00°	-32.00°	0.00°	40	1'-10.3/38"	1'-1.3/4"	1'-1.3/4"		
RSS-101	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-101	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-102	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-103	Ground Floor	L-Acoustics	X8	0.00°	-38.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
RSS-101	Ground Floor	L-Acoustics	KS21i	-7.00°	0.00°	0.00°	101	1'-10.3/38"	2'-5.5/38"	2'-0.3/4"		
SFS-101	Ground Floor	L-Acoustics	X8	-90.00°	0.00°	0.00°	26.5	9.3/4"	10.3/8"	10.3/8"		
SFS-102	Ground Floor	L-Acoustics	X8	-90.00°	0.00°	0.00°	26.5	1'-4.3/4"	9.3/4"	10.3/8"		
SPK-201	Ground Floor	Renkus-Heinz	CA121M-RD	40.00°	-30.00°	0.00°	32	1'-5"	1'-5"	1'-0.5/8"		
SPK-202	Ground Floor	Renkus-Heinz	CA121M-RD	-40.00°	-30.00°	0.00°	32	1'-5"	1'-5"	1'-0.5/8"		
SPK-203	Ground Floor	Renkus-Heinz	CA121M-RD	40.00°	-30.00°	0.00°	32	1'-5"	1'-5"	1'-0.5/8"		
SPK-204	Ground Floor	Renkus-Heinz	CA121M-RD	-40.00°	-30.00°	0.00°	32	1'-5"	1'-5"	1'-0.5/8"		

1

Audio & Video Patch Bay Key

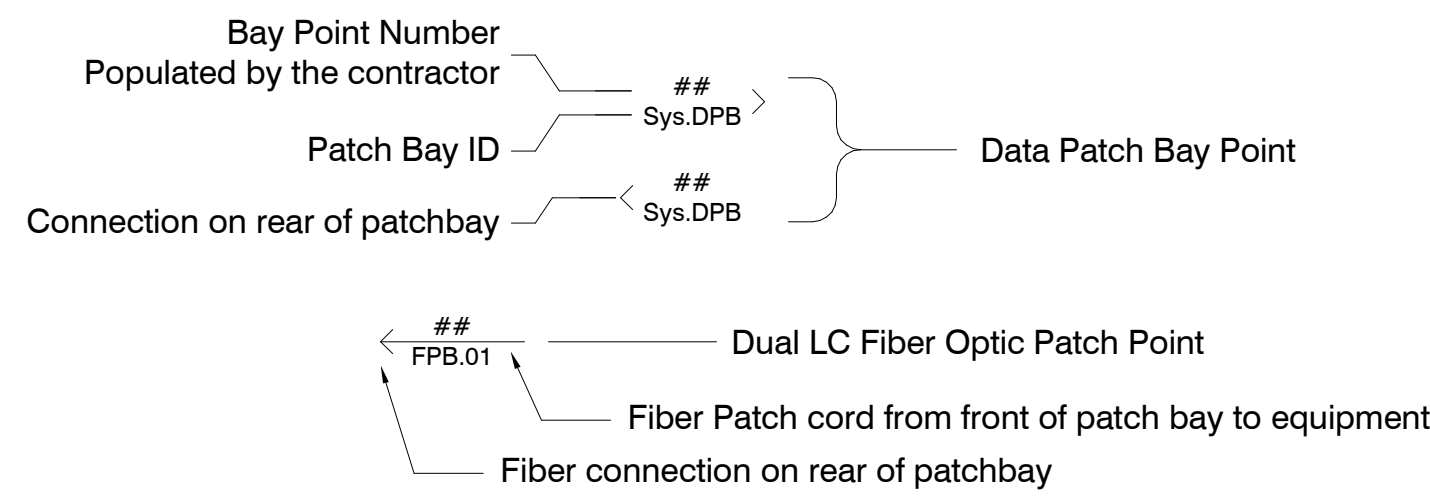
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2

Data & Fiber Patch Bay Key

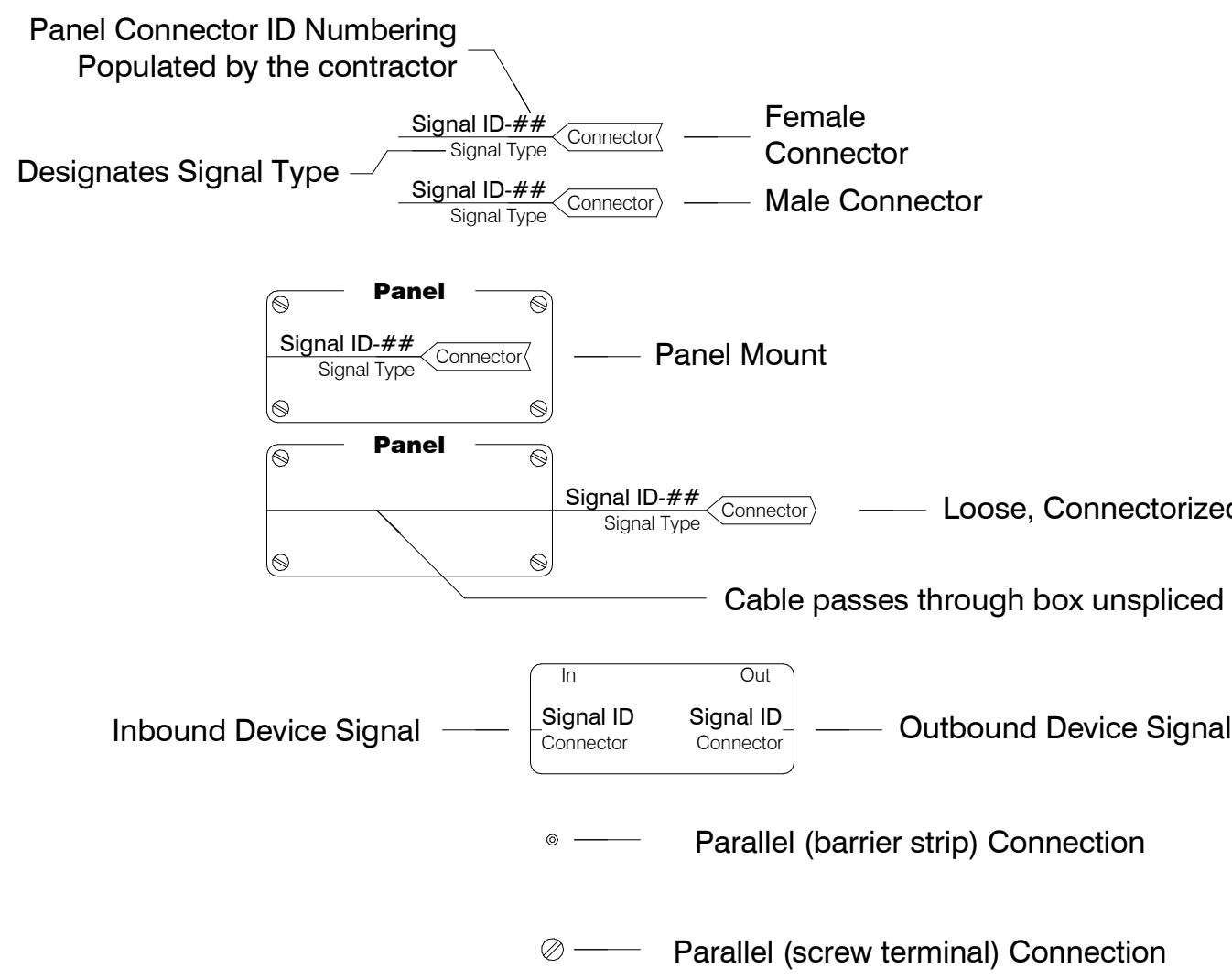
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3

Connector Key

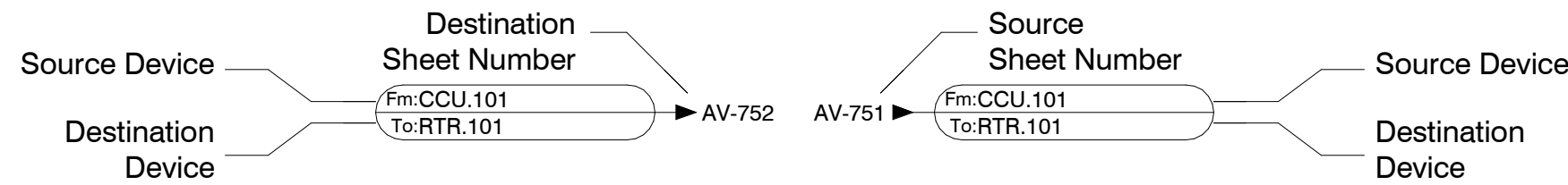
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4

Page Flag Key

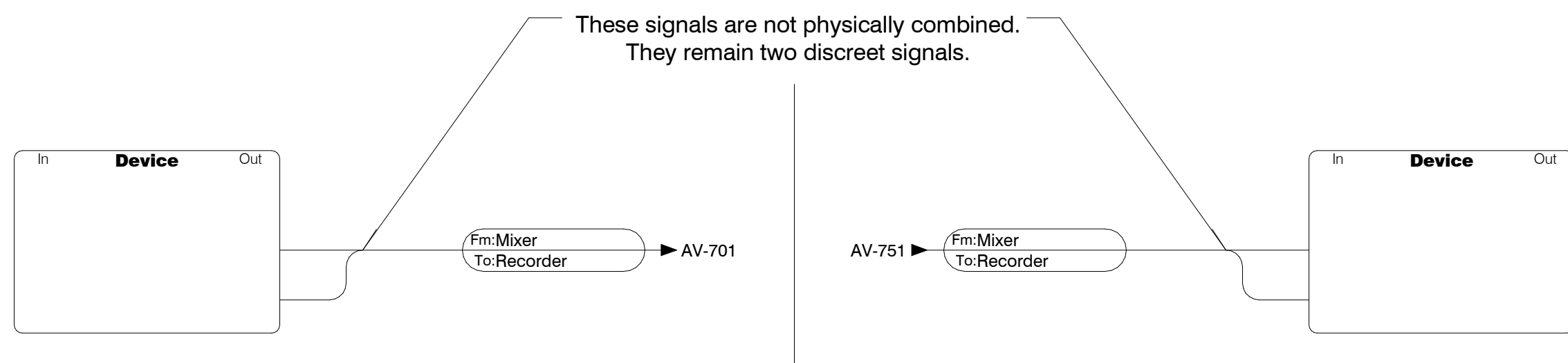
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5

Flag Signal Combining

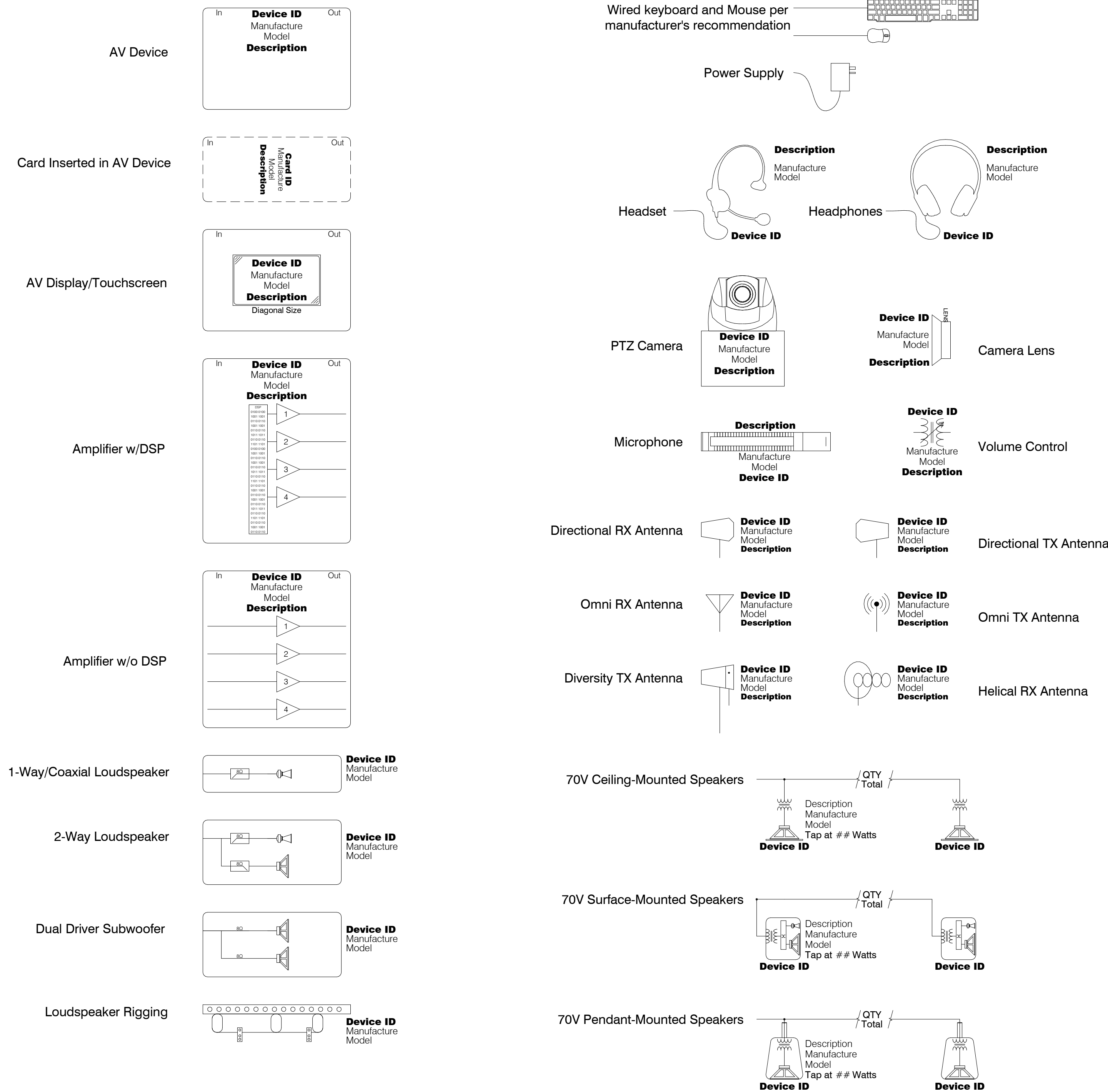
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6

Equipment Legend

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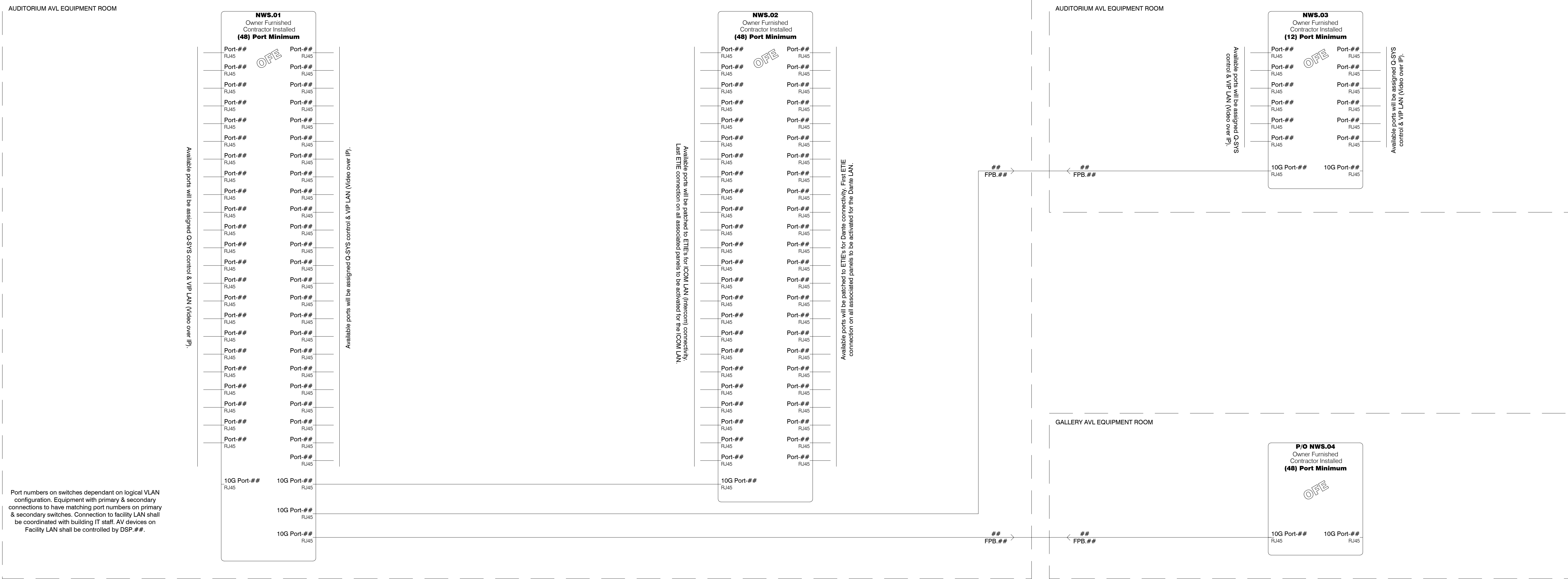


Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule		
No.	Revision	Issue Date

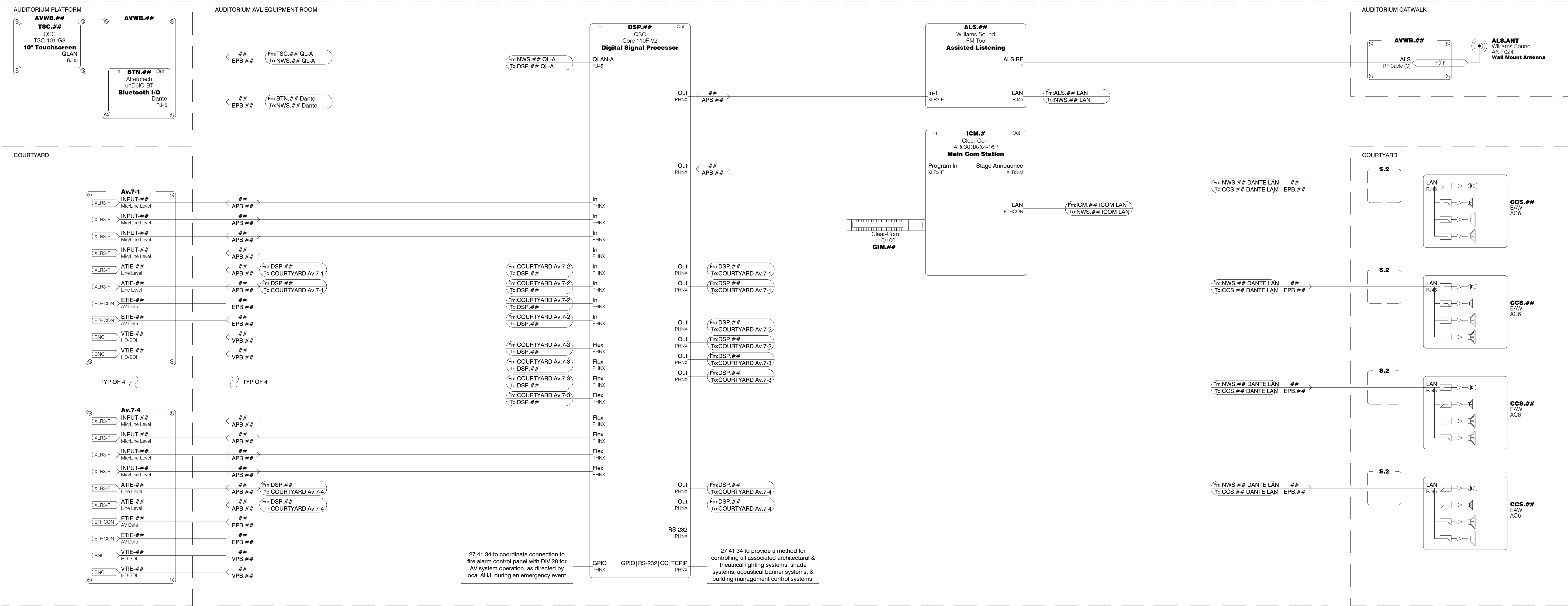
Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

AV7.00



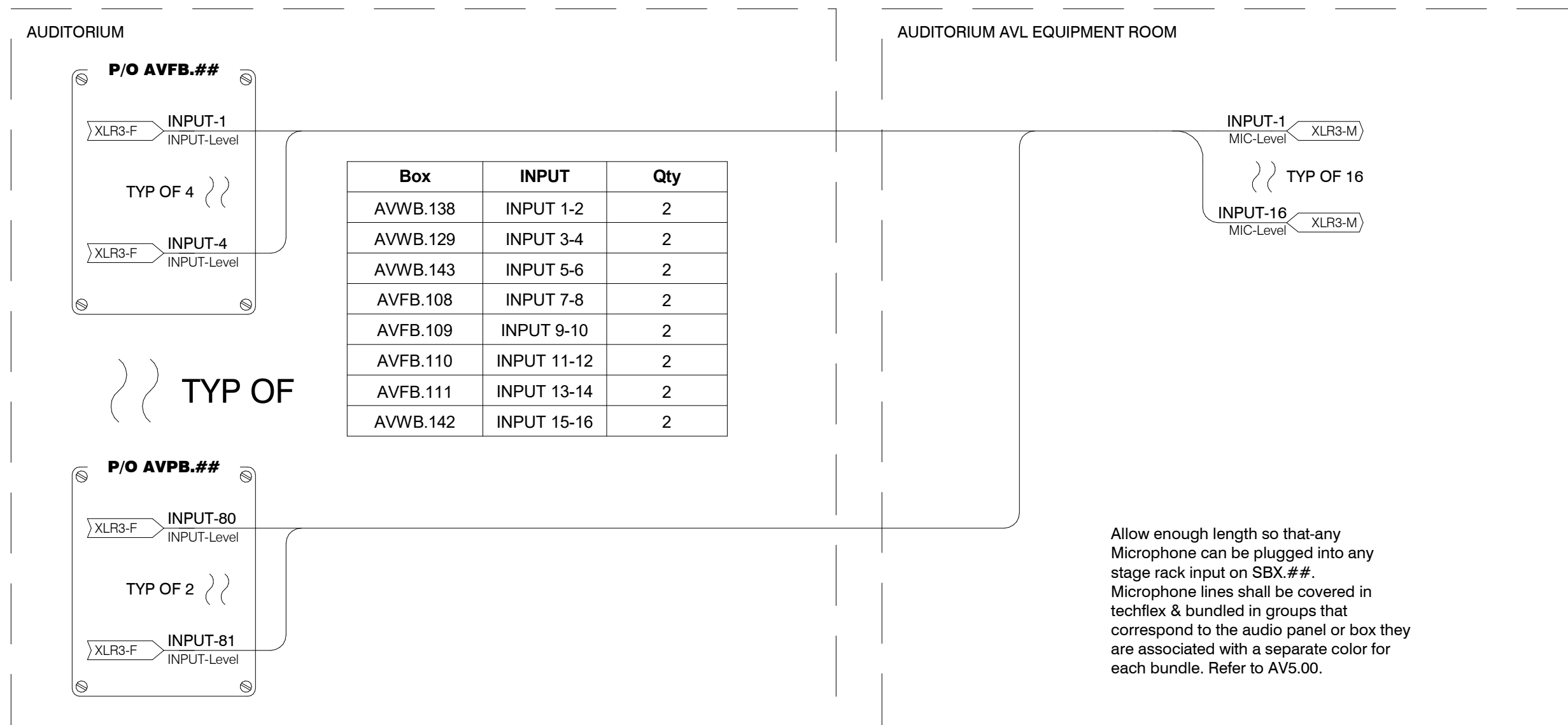
1 Core Technical AV Network System

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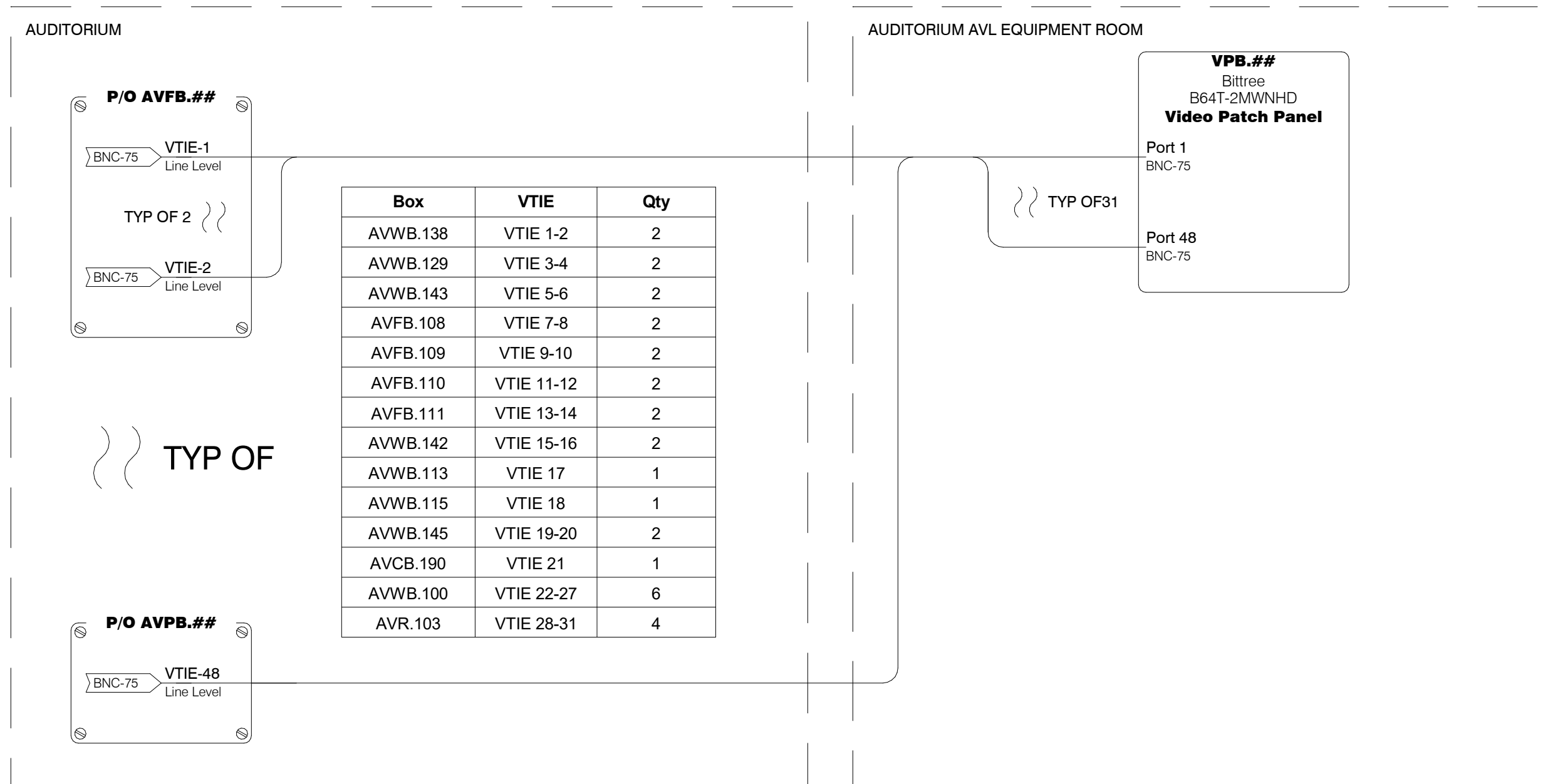
2 Core Audio DSP & Control Processor | Intercom Processor | Prefunction Audio I/O

Scale: None



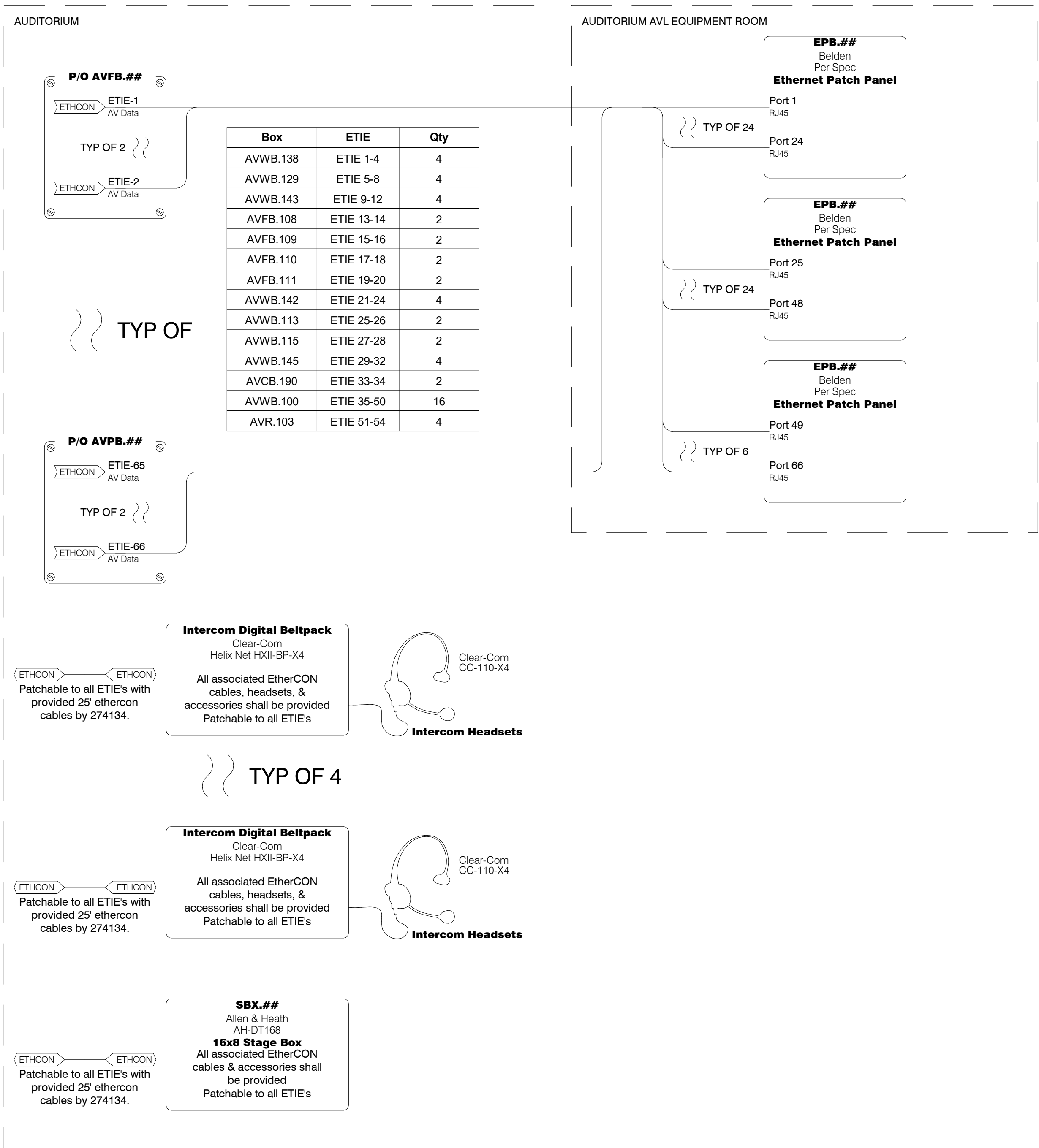
1 Auditorium - Mic/Line Level Input System

Scale:None



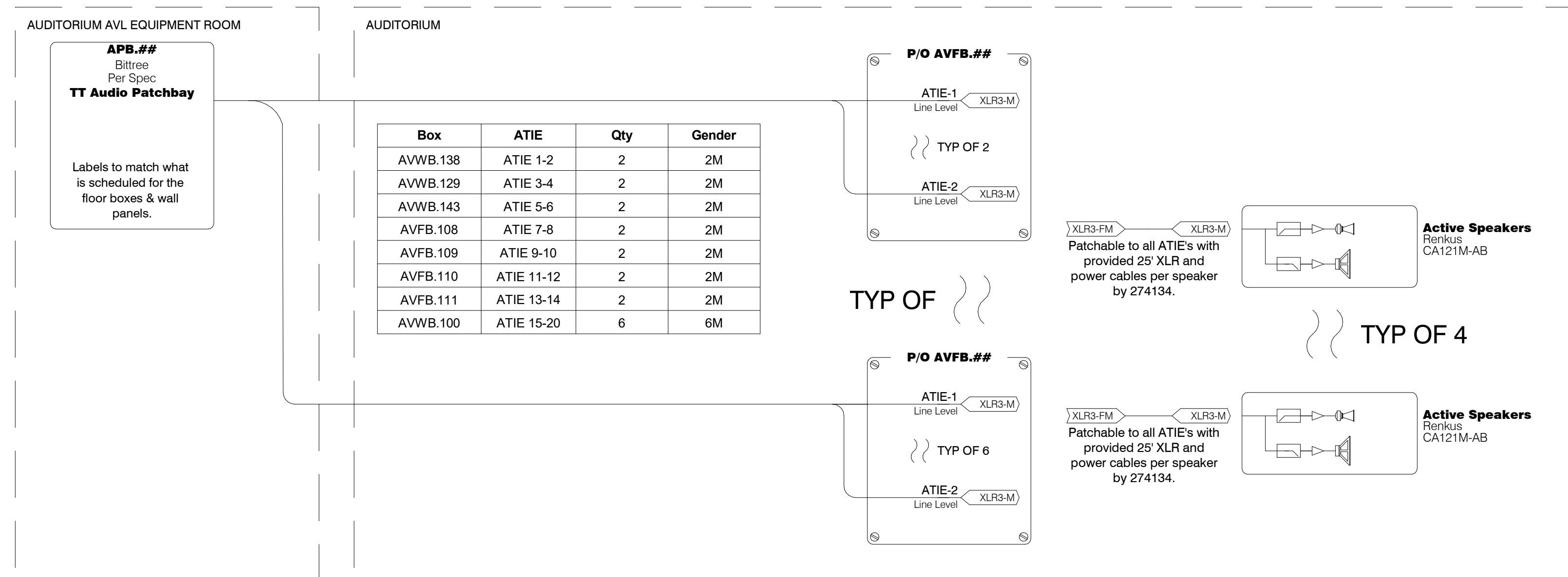
2 Auditorium - Video Tie Line System

Scale:None



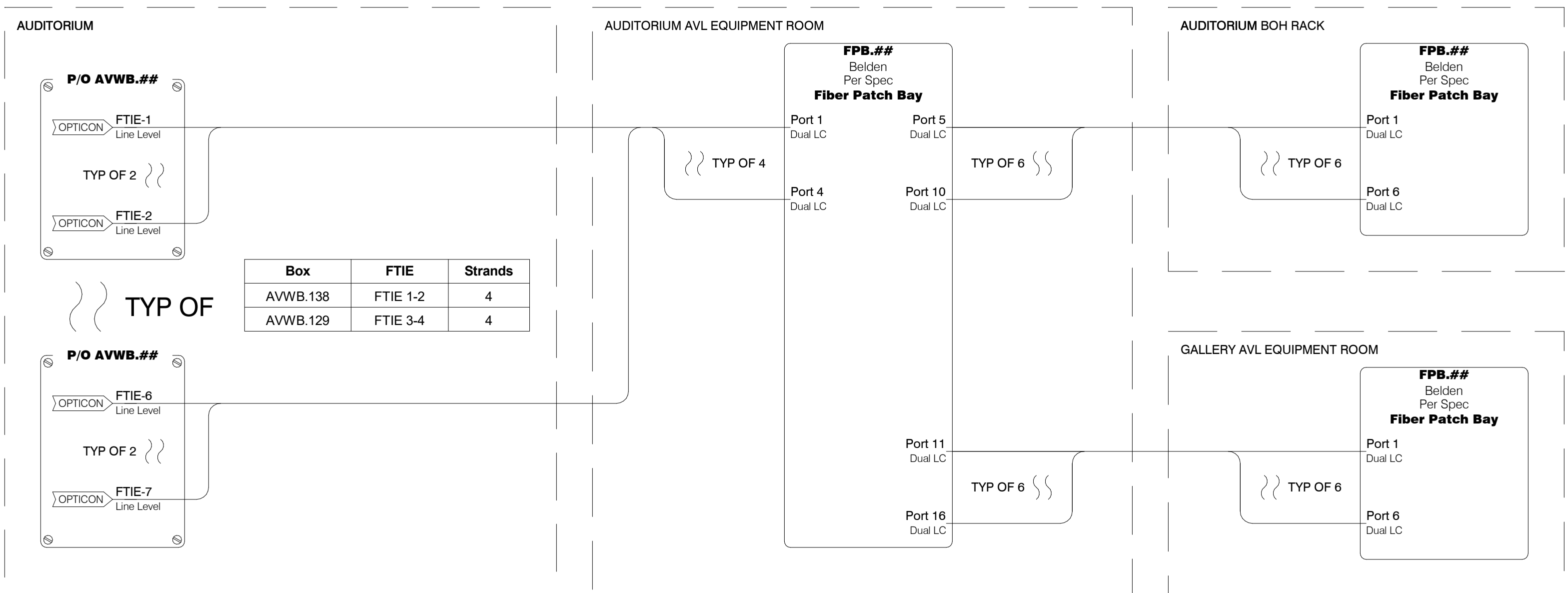
3 Auditorium - Ethernet Tie Line System

Scale:None



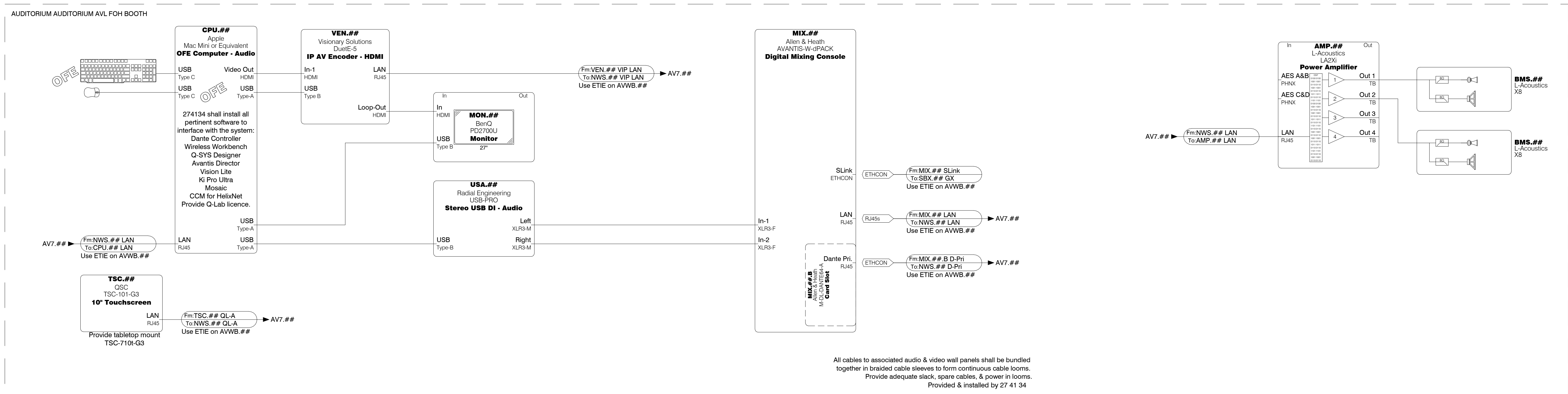
4 Auditorium - Audio Tie Line System

Scale:None

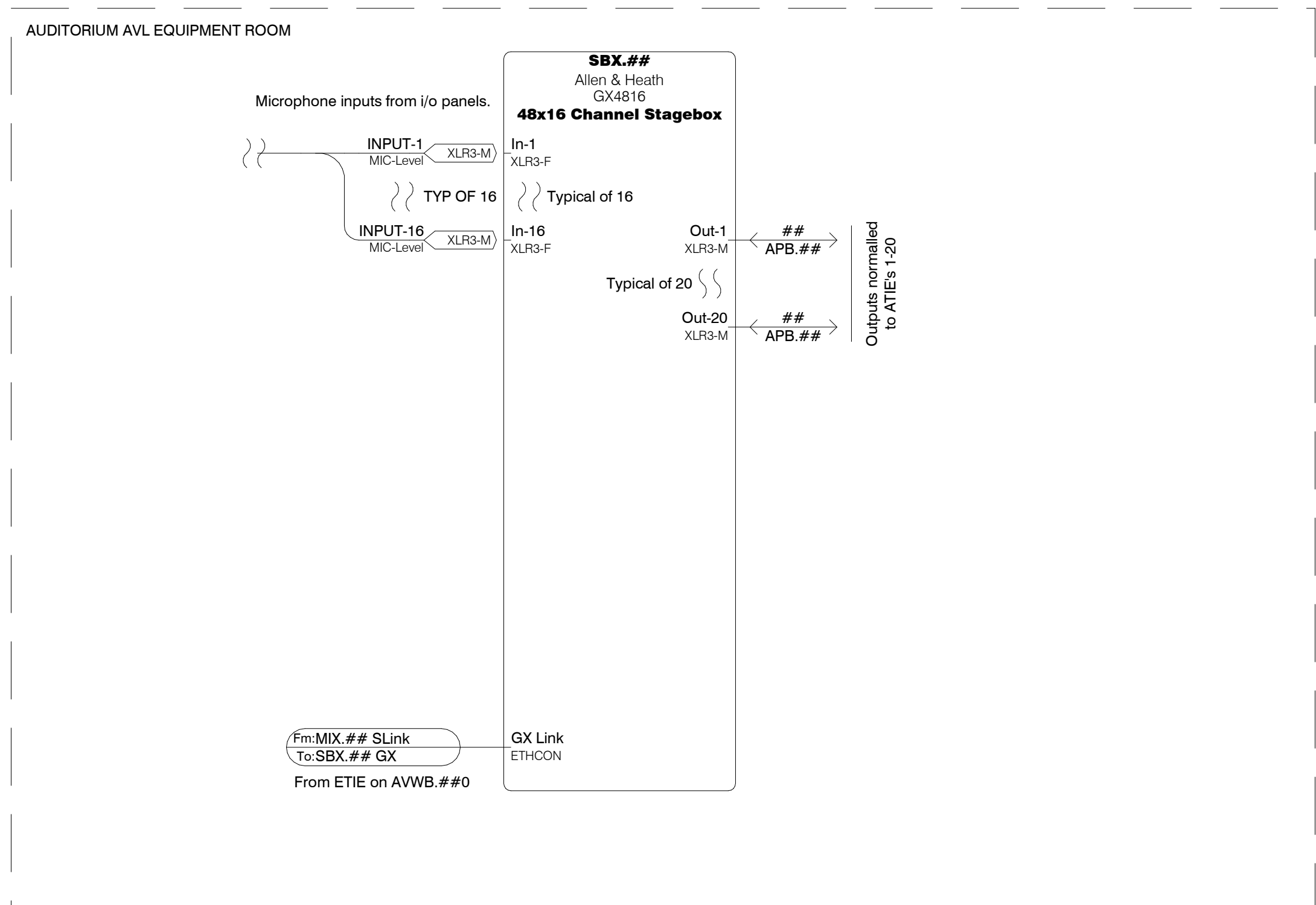


5 Auditorium - Fiber Tie Line System

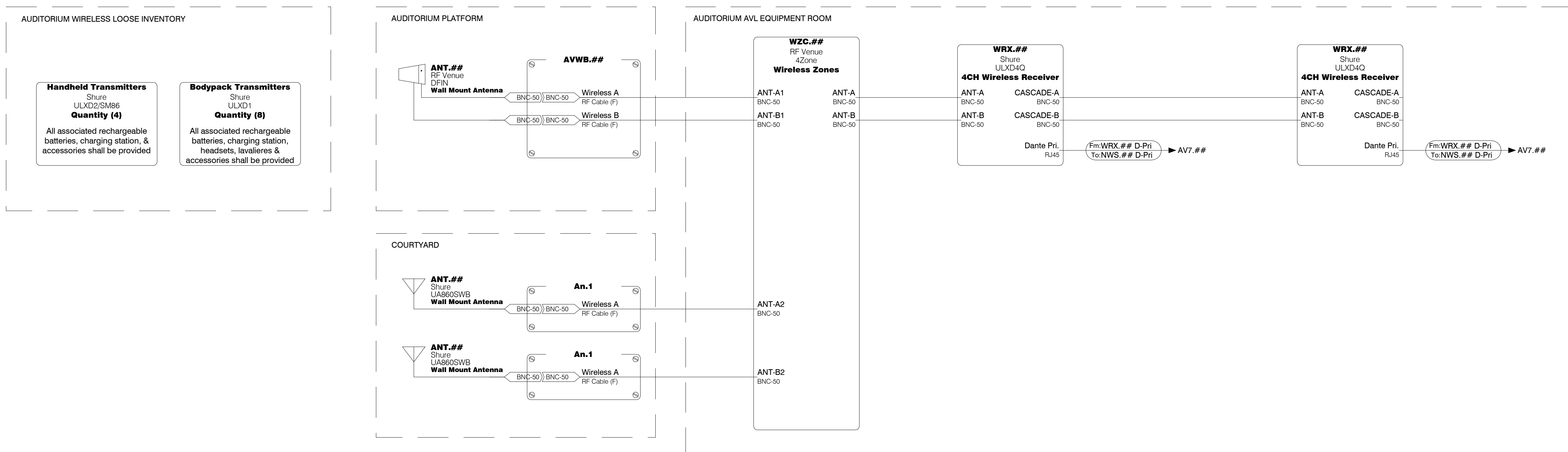
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1 Auditorium - Front of House Audio Control Position
Scale:None

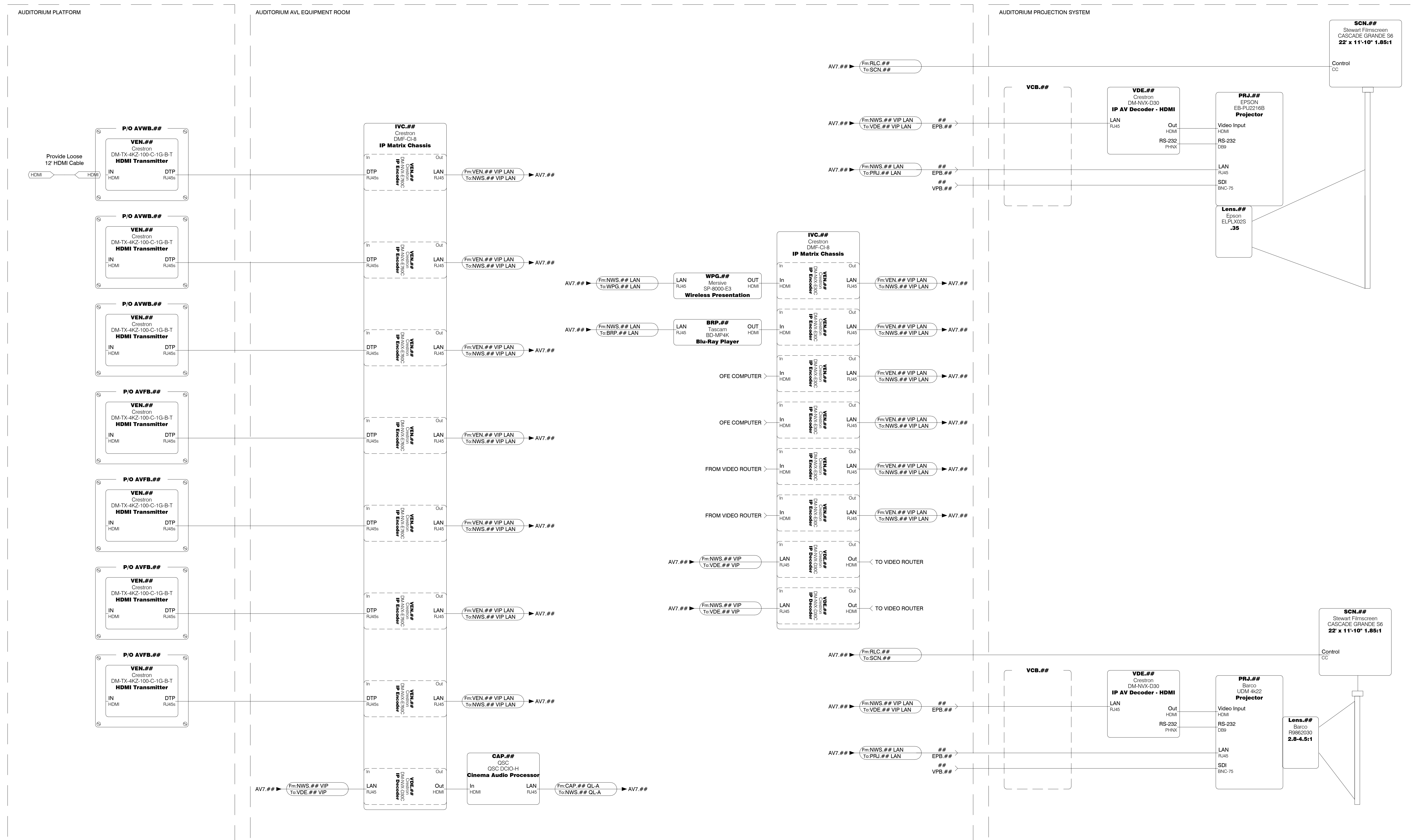


2 Auditorium - Remote Audio I/O Stagebox
Scale:None



3 Auditorium - Wireless Microphone System
Scale:None





1 Auditorium - Presentational Video System

Scale:None

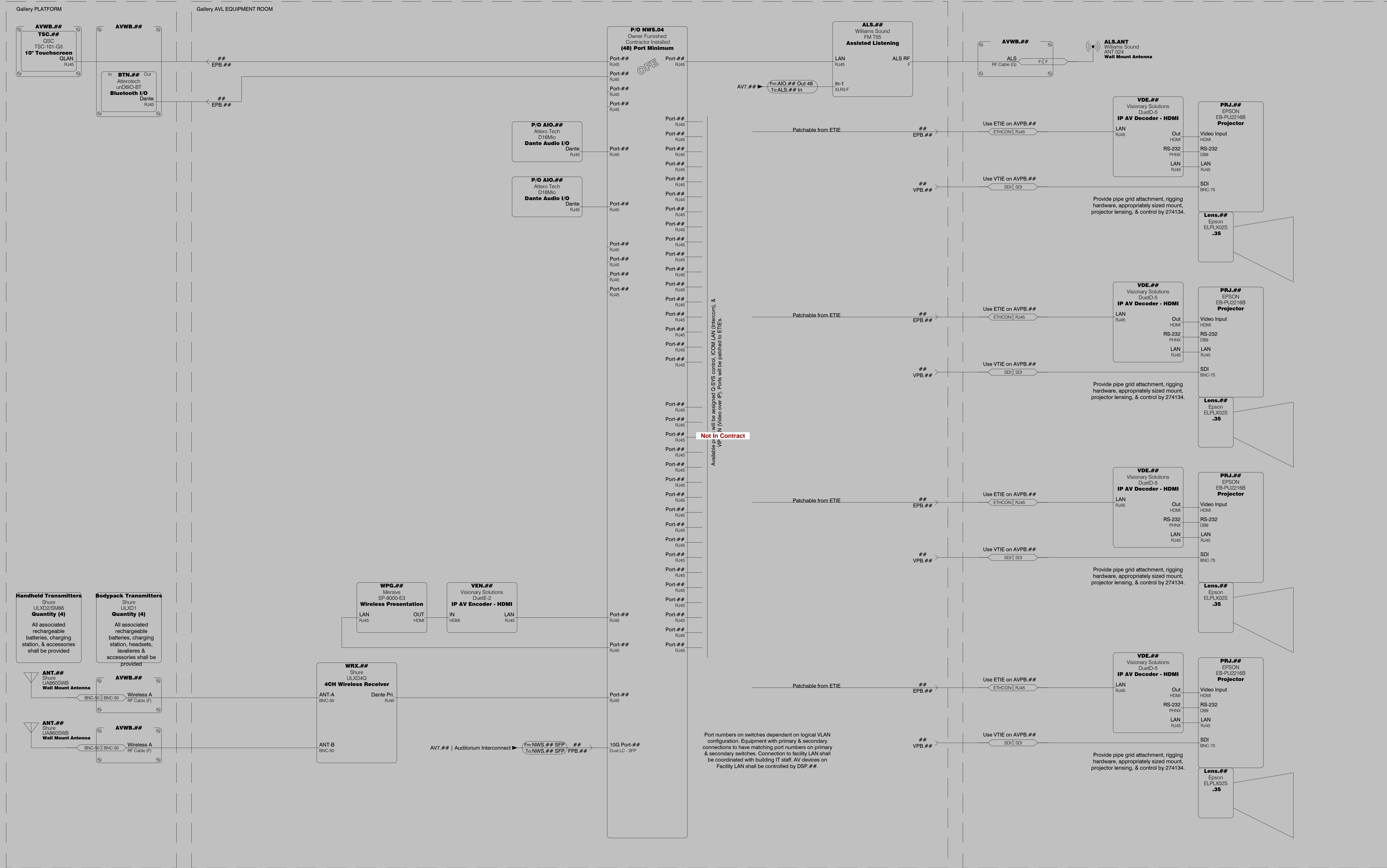


Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule
No. Revision Issue Date

Drawing Set Issue Schedule
Description Issue Date
Construction 28 Nov 2023
Documents

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1 Gallery - Head-End, Wireless Microphones, & Video Presentation System

Scale: None



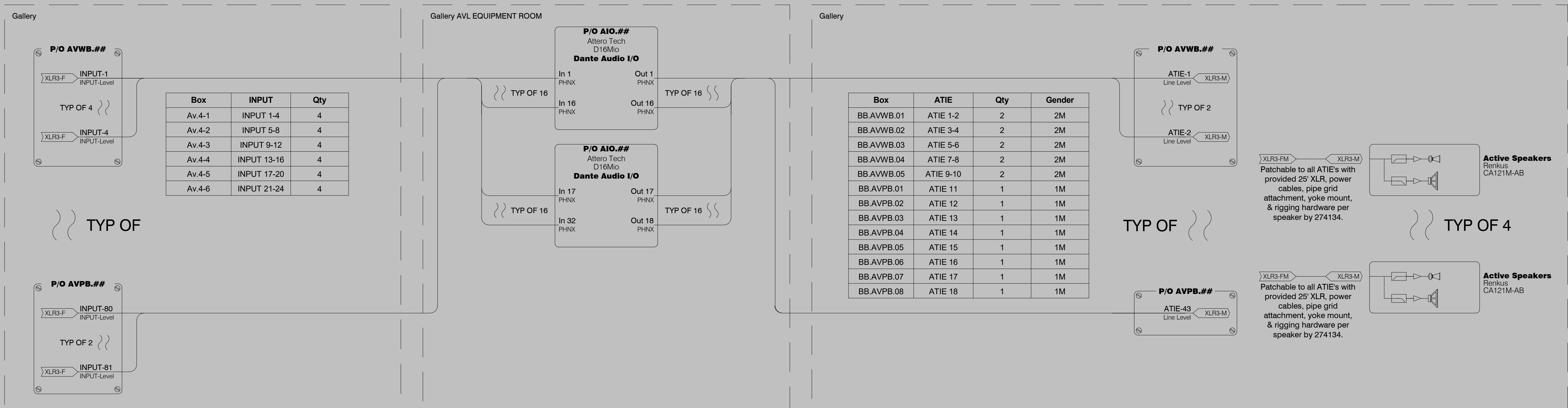
Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

AV Schematics

Revision Schedule		
No.	Revision	Issue Date

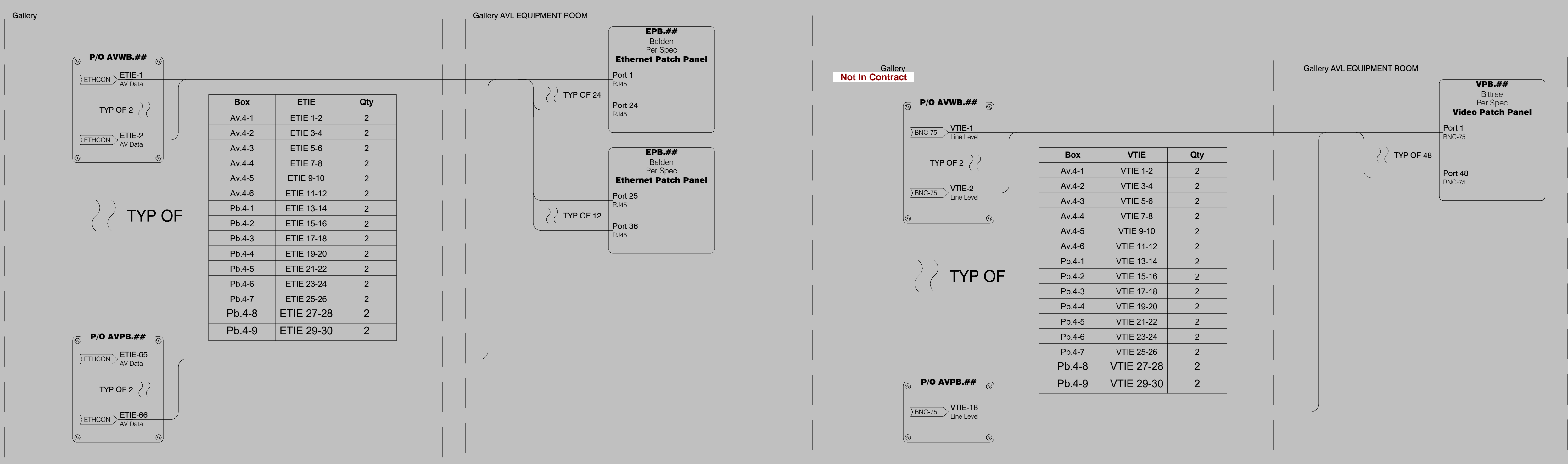
Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

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Project No. 4262023 1032-354
Master Doc/Schulman Auditorium/216 Cannon Art Gallery - AV/2023/rev



1 **Gallery - Mic/Line Level Input System & Audio Tie Line System**

Scale: None



Intercom Digital Beltpack
Clear-Com
Helix Net HXII-BP-X4
All associated EtherCON cables, headsets, & accessories shall be provided
Patchable to all ETIEs
Patchable to all ETIEs with provided 25' ethercon cables by 274134.



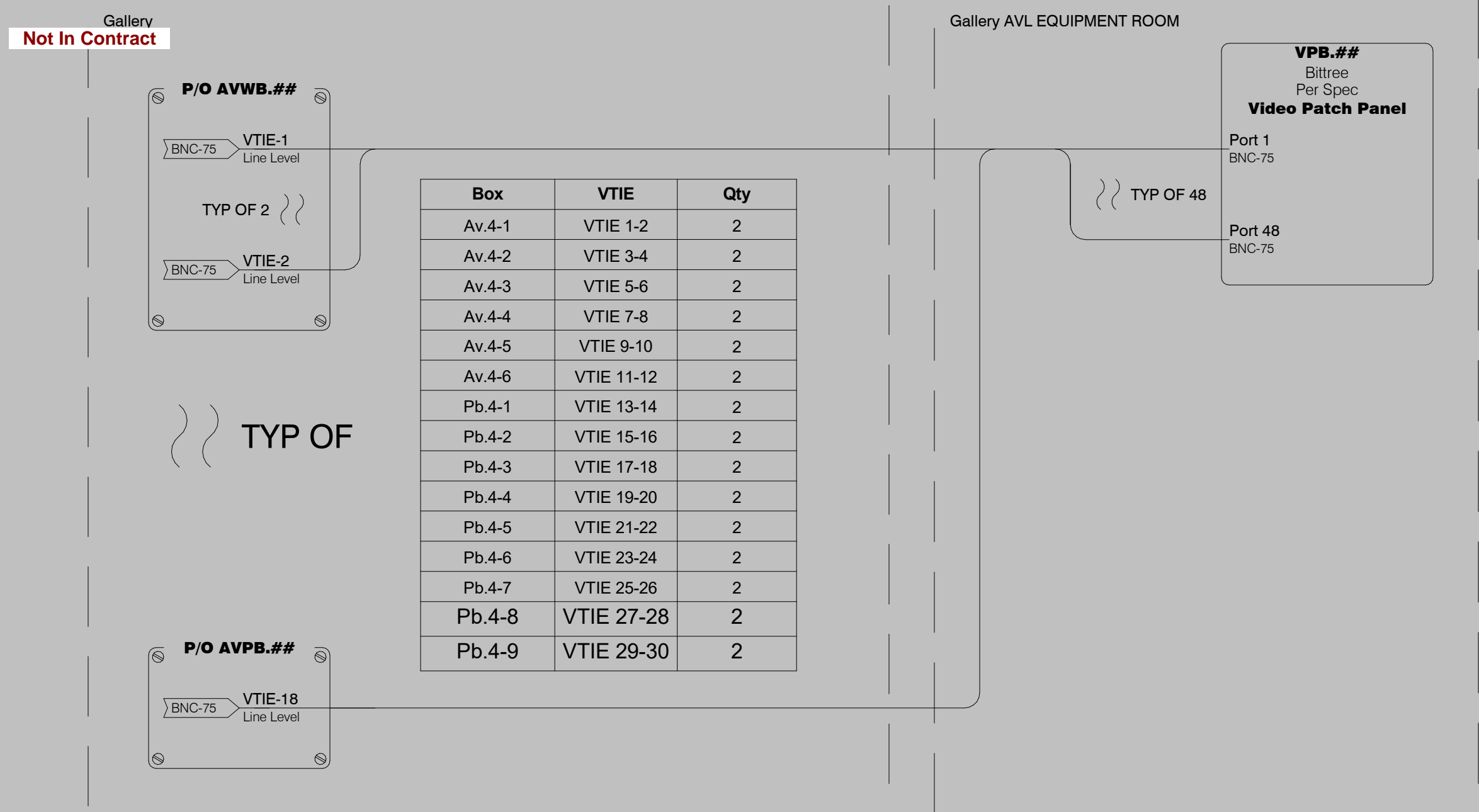
TYP OF 2

Intercom Digital Beltpack
Clear-Com
Helix Net HXII-BP-X4
All associated EtherCON cables, headsets, & accessories shall be provided
Patchable to all ETIEs
Patchable to all ETIEs with provided 25' ethercon cables by 274134.



2 **Gallery - Ethernet Tie Line System**

Scale: None



3 **Gallery - Video Tie Line System**

Scale: None



Schulman Auditorium & Cannon Art Gallery
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Revision Schedule
No. Revision Issue Date

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TL Symbols

Flush Mount, Pipe Mount or Surface Wall Mount Box / Device

YY

Mounting Type
Mounting Height
Box Size

Flush Floor or Ceiling Mounted Box / Device

Box ID Nomenclature:

Location.BoxStyle.Box#

ex: R1.LWP.101 = Room 1.Lighting Wall Panel.Box #101

Location:
R1 - ROOM 1
R2 - ROOM 2
R3 - ROOM 3

Box Style:
LFB Lighting Floor Box
LWP Lighting Wall Panel
LJB Lighting Junction Box
LER Lighting Equipment Rack
LRP Lighting Relay Panel
LPB Lighting Pipe Box
LDS Lighting Distribution Strip
LCS Lighting Company Switch
LCP Lighting Ceiling Pocket / Panel
LTS Lighting Emergency Transfer Switch
LBC Lighting DMX Emergency Bypass Controller
LDK Lighting Emergency Bypass Detection Kit

Box Function (YY):
IO Input/Output
UI User Interface

Examples and Nomenclature

Wall Box with Info Tag

Box ID

R1 LWP 101

1A | 1" | TCT.101

Box Info Tag

Conduit Destination

Conduit Size

Conduit Fill (See Cable Schedule)

Mounting Type

±48"

Mounting Height

20"

Box Size

Box Function

Box Style:
LFB Lighting Floor Box
LWP Lighting Wall Panel
LJB Lighting Junction Box
LER Lighting Equipment Rack
LRP Lighting Relay Panel
LPB Lighting Pipe Box
LDS Lighting Distribution Strip
LCS Lighting Company Switch
LCP Lighting Ceiling Pocket / Panel
LTS Lighting Emergency Transfer Switch
LBC Lighting DMX Emergency Bypass Controller
LDK Lighting Emergency Bypass Detection Kit

Box Function (YY):
IO Input/Output
UI User Interface

Electrical Symbols

Utility Power

120V @ 20A Floor/Ceiling Duplex Outlet

120V @ 20A Floor/Ceiling Quadplex Outlet

120V @ 20A Wall Duplex Outlet

120V @ 20A Wall Quadplex Outlet

Custom Outlet

Name	Manufacturer	Standard Part Number	Application	Description	Nominal OD (in)	Nominal OD (mm)	Signal Group
A	Belden	1583A	DMX-512 or Network Control	4 PR #24 AWG Solid Twisted Pairs PVC Jacket Unshielded	0.195	4.95	B
B	Belden	1533R	DMX-512 or Network Control	4 PR #24 AWG Solid Twisted Pairs PVC Jacket Overall Shield with Drain Wire	0.26	6.6	B
C	Belden	9729	DMX-512 Control	2 Shielded PR #24 AWG Stranded Twisted PVC Jacket	0.266	6.76	B
D	Belden	8471	Architectural Control	1 PR #16 AWG Stranded Twisted, PVC Jacket Unshielded	0.274	6.96	B
E	Carol	76812-06	Architectural Control Ground	#14 AWG Stranded Green PVC Jacket Unshielded	0.136	3.45	B
F	Carol	76512-01/03	Architectural Control Power or 0-10VDC Control	2 #16 AWG Stranded PVC Jacket Black/Red Unshielded	0.174	4.42	B
H			1.2kW Dimmer Circuit	Hot, Neutral, Ground (Wire size TBD by E.E.)	0	0	0
J			2.4kW Dimmer Circuit	Hot, Neutral, Ground (Wire size TBD by E.E.)	0	0	0
M			120V @ 20A Utility Circuit	Hot, Neutral, Ground (Wire size TBD by E.E.)	0	0	0
N			208V @ 20A Utility Circuit	2 Hot, Ground (Wire size TBD by E.E.)	0	0	0
P			208V @ 30A Utility Circuit	2 Hot, Ground (Wire size TBD by E.E.)	0	0	0
Q			120/208V 3-Phase @ 20A Utility Circuit	3 Hot, Neutral, Ground (Wire size TBD by E.E.)	0	0	0

1 TL Plan Symbols

- All 120V, 20A utility circuits to terminate in a NEMA 5-20R duplex UON.
- All 208V, 20A utility circuits to terminate in a NEMA L6-20R UON.
- All 208V, 30A utility circuits to terminate in a NEMA L6-30R UON.
- All 2.4kw dimmable circuits to terminate in a 20-2P&GF-flush receptacle UON.
- All 6.0kw dimmable circuits to terminate in a 60-2P&GF-flush receptacle UON.
- Leave 18" service loop at all LWB, LFB, LPB, LCS, LJB, LDOS and LACR locations for control cables UON.
- Leave 18" service loop at all LWB, LFB, LPB, LCS and LJB locations for power cables UON.
- Leave 84" service loop at all LDR locations for control cables UON.
- All control and power cables shall be labeled with a unique identifier which shall be noted on all drawings to allow for proper identification by all parties concerned.
- All control cable terminations shall be completed by the theatrical lighting supplier in accordance with the device manufacturer's recommendations. All network connections to be terminated per TIA/EIA 568B standards. All cables shall be cut to proper length and bundled with all labels clearly visible in order to allow for easy identification.
- All power cable terminations shall be completed by the electrical contractor in accordance with the device manufacturer's recommendations. All cables shall be cut to proper length and bundled with all labels clearly visible in order to allow for easy identification.
- Each dimmable circuit shall have individual hot and neutral conductors. These shall be sized to meet all applicable national, state and local electrical codes.
- Each dimmable circuit shall be properly grounded to the circuit distribution device within which it is located. All ground conductors for individual distribution devices shall be sized to meet all applicable national, state and local electrical codes.
- All mounting height dimensions are to the center of the box UON.

2 General Notes

- All systems wiring will be in conduit unless approved by the Consultant or otherwise noted on drawings.
- There are minimum conduit separations that must be maintained between conduits carrying wire of different signal groups. It is important to note that while different signals may exist in a single box, it is not appropriate to run more than one signal group in a single conduit. Refer to tables below for conduit separation distances.
- It will be necessary at times for conduits of different signal groups to cross in close proximity. The conduit paths must be designed to cross at 90 degrees to each other.
- The minimum conduit size shall be 3/4" and the conduit should be sized for max. 40% fill, or less if required by prevailing code.
- Per TIA 568-E, indoor conduit runs shall have access to a pull box every 100' if there are more than (2) 90-degree bends. Pull boxes shall be placed in a straight section of the conduit.
- Conduit for Outside Plant (OSP) optical fiber should have pull boxes placed at intervals no greater than 300'.
- Conduit bend radius will be no less than 6 times the diameter for conduits less than 2"Ø, and no less than 10 times the diameter for conduits greater than 2"Ø.
- The design will require pull lines to be left in all conduit by the Contractor installing the conduit.
- The conduit system shall incorporate additional pull boxes as required to match the pull tensions of the wiring to be installed.
- The installing contractor shall determine from the cable specifications the appropriate pull tensions, and lubricate to ensure that the cable insulation will not be abraded or cut during installation.
- Signal conduits should be mechanically and electrically connected to the receptacle boxes. These conduits and boxes should connect to the building safety grounding system.
- PVC conduit may only be used in underground applications. All above slab conduit shall be EMT.
- The tables below define minimum spacing requirements for conduits containing different types and levels of audio, video and communication signals that will be part of the complete systems. It is important that each group be installed in raceways discreet from other group levels.
- In a situation where there will exist a heavy current demand in adjacent conduits, or where there will be parallel runs >100', there will need to be additional separation between those conduits and the Signal Group A/B/C conduits.
- Any wiring that is classified within a group can be combined in a raceway carrying other wiring that is in the same group. Common junction boxes/wire raceways that combine different signal groups shall not be used.
- The different levels of signal grouping are defined as follows:

Group A - Microphone and other sensitive wiring (0 - 100mV)
Group B - Line Level wiring (100mV - 10V)
Group C - Loudspeaker and Control wiring (10V - 70V)

Separations - EMT or Rigid			
	Group A	Group B	Group C
Group A	Adjacent	Adjacent	3"
Group B	Adjacent	Adjacent	3"
Group C	3"	3"	Adjacent
Branch Circuits (<30A)	6"	6"	6"
Branch Circuits (30A - 60A)	6"	6"	6"
Branch Circuits (>60A)	12"	12"	12"
Dimmer Controlled Lighting	12"	12"	12"
SCR Controlled Devices	12"	12"	12"
208/480V Feeder Circuits	24"	24"	24"
All Others (Plumbing, Heat, Etc.)	12"	12"	12"

Separations - PVC			
	Group A	Group B	Group C
Group A	Adjacent	Adjacent	6"
Group B	Adjacent	Adjacent	6"
Group C	6"	6"	Adjacent
Branch Circuits (<30A)	6"	6"	6"
Branch Circuits (30A - 60A)	6"	6"	6"
Branch Circuits (>60A)	12"	12"	12"
Dimmer Controlled Lighting	12"	12"	12"
SCR Controlled Devices	12"	12"	12"
208/480V Feeder Circuits	24"	24"	24"
All Others (Plumbing, Heat, Etc.)	12"	12"	12"

3 Conduit Notes

4 TL Cable Schedule

TL Scope of Work				
	Category	Description	Other	11 61 00
1	Power	Determine the size and quantity of all high voltage cable per applicable code(s).	DIV 26	X
2	Power	Provide all 120V and 208V dimmable/utility distribution circuits, and all 120V and 120/208V feeder circuits for the theatrical/architectural lighting systems.	DIV 26	
3	Power	Terminate all high voltage cabling.	DIV 26	
4	Power	Provide all conduit, wire, boxes, wireways, cabletrays, power distribution equipment, and transformers required for the theatrical/architectural lighting systems.	DIV 26	
5	Power	Furnish all theatrical lighting connector strips and pipe mount boxes with mounting hardware, floor boxes, wall panels/boxes, gridiron junction boxes, dimmer racks and control electronic racks.		X
6	Power	Install all theatrical lighting connector strips, pipe mount boxes, floor boxes, wall panels/boxes, gridiron junction boxes, dimmer racks and control electronic racks provided by the 11 61 00 contractor.	DIV 26	
7	Control	Verify all low voltage cable types with the 11 61 00 contractor before installation.	DIV 26	
8	Control	Provide all low voltage cables as required.	DIV 26	
9	Control	Provide all low voltage control face panels (eg DMX, RFU, Architectural etc.), control electronics and dimmer modules.		X
10	Control	Terminate all theatrical/architectural lighting system (including fixtures) low voltage control cables in accordance with the manufacturer's specifications. All network connections to be terminated per TIA/EIA 568 B standards.		X
11	Control	Qualify all network circuits for full duplex 100BASE - TX operation. Qualification to take place after all building systems are energized and operational.		X
12	Control	Provide all lighting control consoles and related equipment during the system turn on period.		X
13	Structural	Provide a set of support pipes (if specified) for the theatrical lighting instruments sized for 30 lbs per linear foot above pipe weight.		X
14	Structural	Provide miscellaneous steel as required for support of theatrical/architectural lighting system components. Lighting contractor to detail requirements.	DIV 5	

Terms and Definitions:

Provide = Supply and install equipment

High Voltage = >100V

Furnish = Supply to another contractor for installation

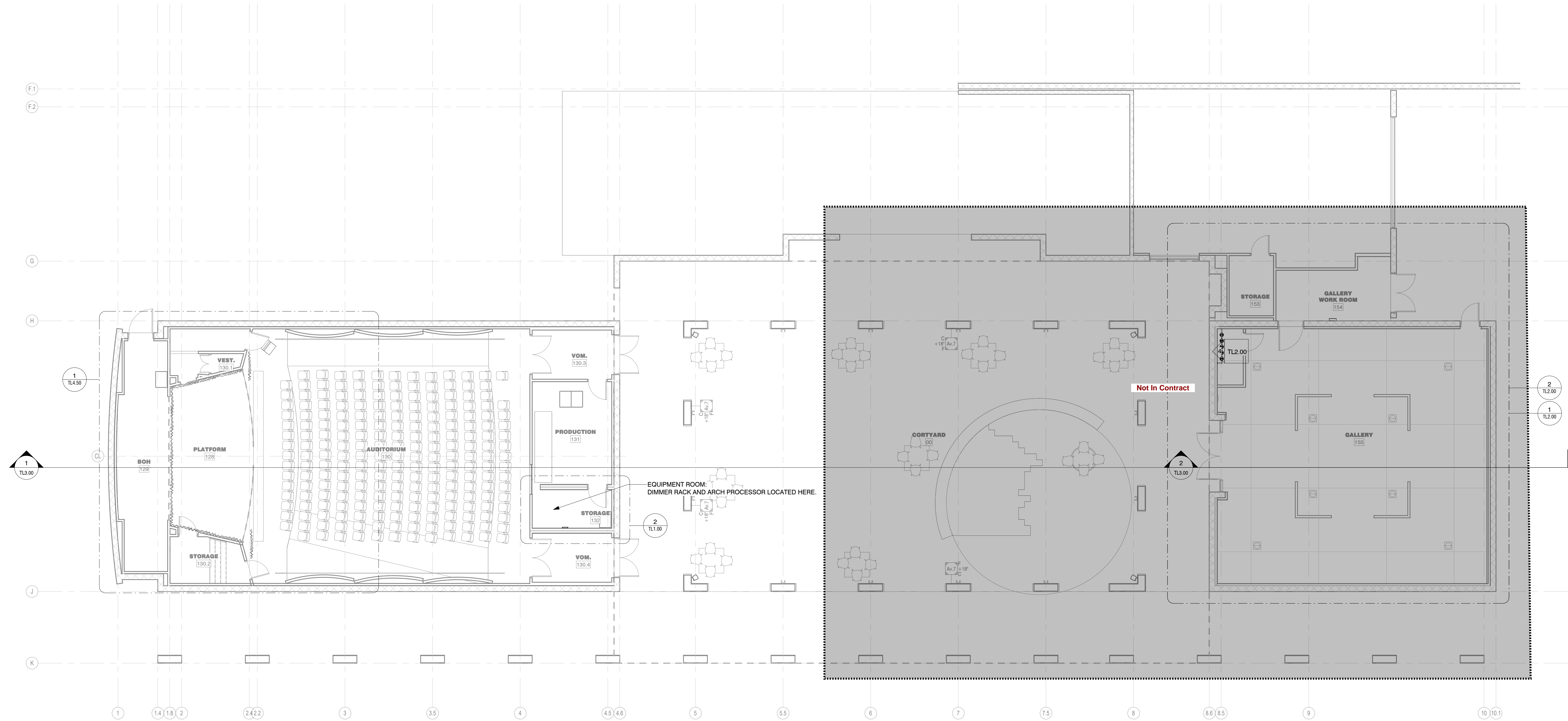
Install = Install equipment provided by another contractor

5 Division of Responsibilities

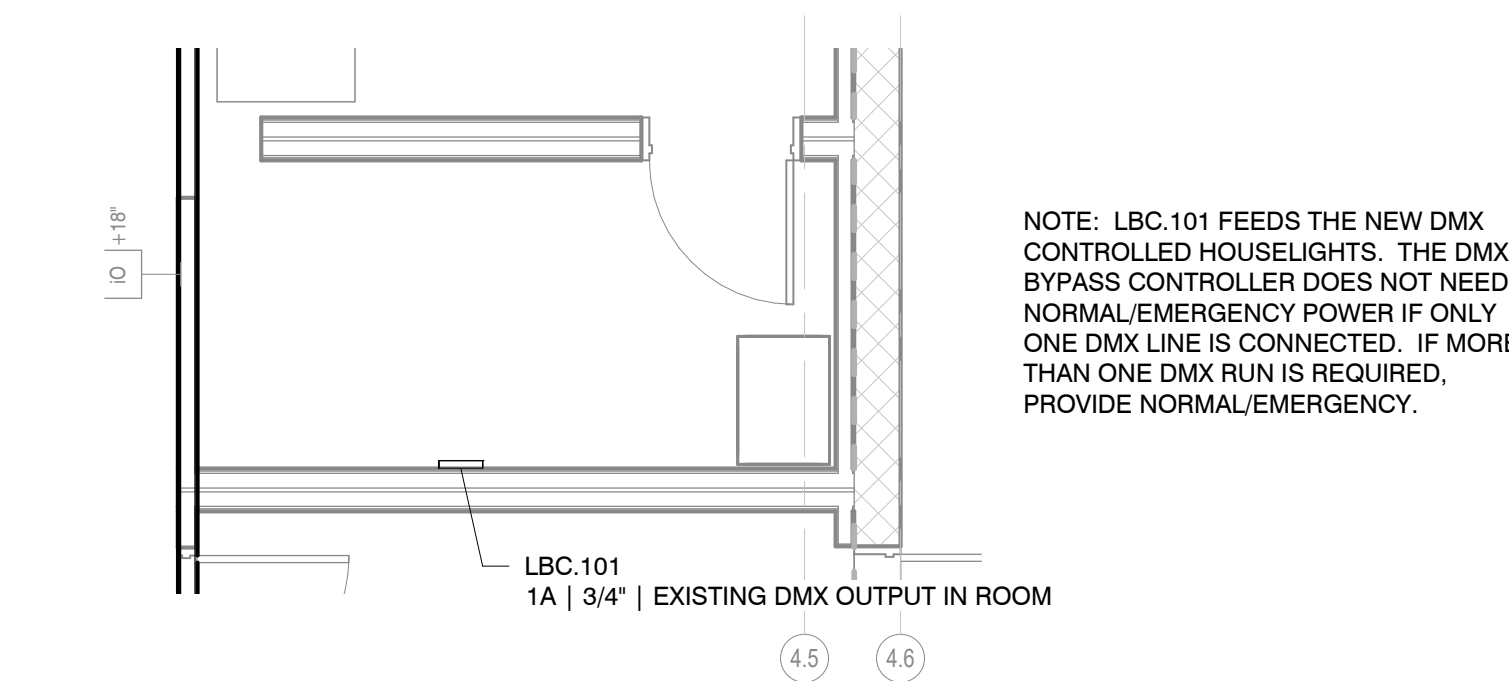
Common Architectural Abbreviations

AFF Above Finished Floor
Bot Bottom
Clg Ceiling
Col Column
Cont Continuous
Dia Diameter
Dim(s) Dimension(s)
Dn Down
Dwg Drawing
Ea Each
El Elevation
Elec Electrical
Eq Equal
Exist Existing
Ext Exterior
Flr Floor
Ga Gauge
GWB Gypsum Wall Board
HVAC Heating, Ventilating, and Air Conditioning
Int Interior
Max Maximum
Mech Mechanical
Min Minimum
NIC Not in Contract
Nom Nominal
OC On Center
PVC Polyvinyl Chloride
RCP Reflected Ceiling Plan
Reqd Required
Rm Room
Sim Similar
Spec Specified OR Specification
Stl Steel
Struct Structure OR Structural
T&G Tongue and Groove
TME To Match Existing
TO Top Of
Typ Typical
UNO Unless Noted Otherwise
UON Unless Otherwise Noted
W/ With

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1 TL - Floor Plan
Scale: 1/8" = 1'-0"



2 TL - Floor Plan - Callout 1
Scale: 1/4" = 1'-0"



Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

TL - Overall Floor Plan

Revision Schedule	
No.	Revision
1	Issue Date

Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

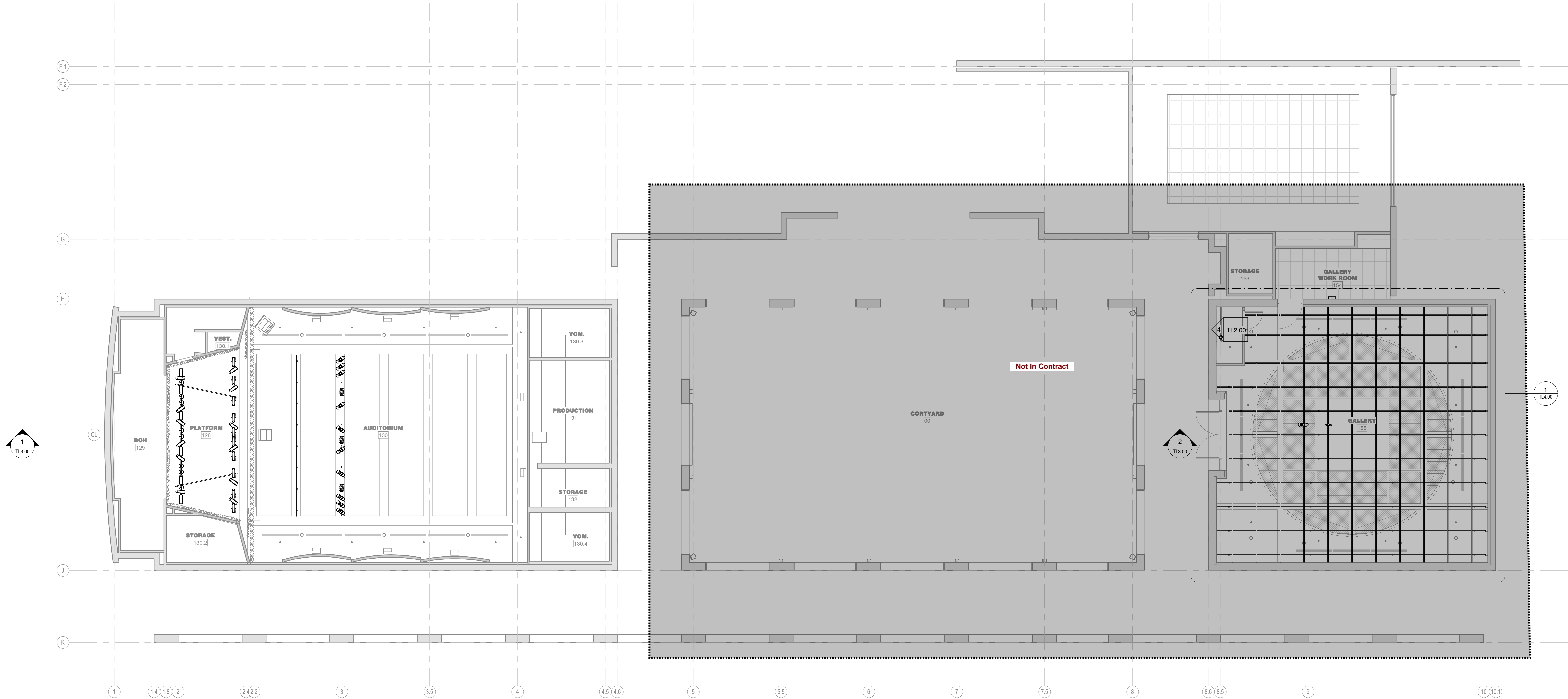
TL1.00

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1

TL - Reflected Ceiling Plan

Scale: 1/8" = 1'-0"



Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

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No.	Revision
1	Issue Date

Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

TL1.01

TL - Overall Reflected Ceiling Plan

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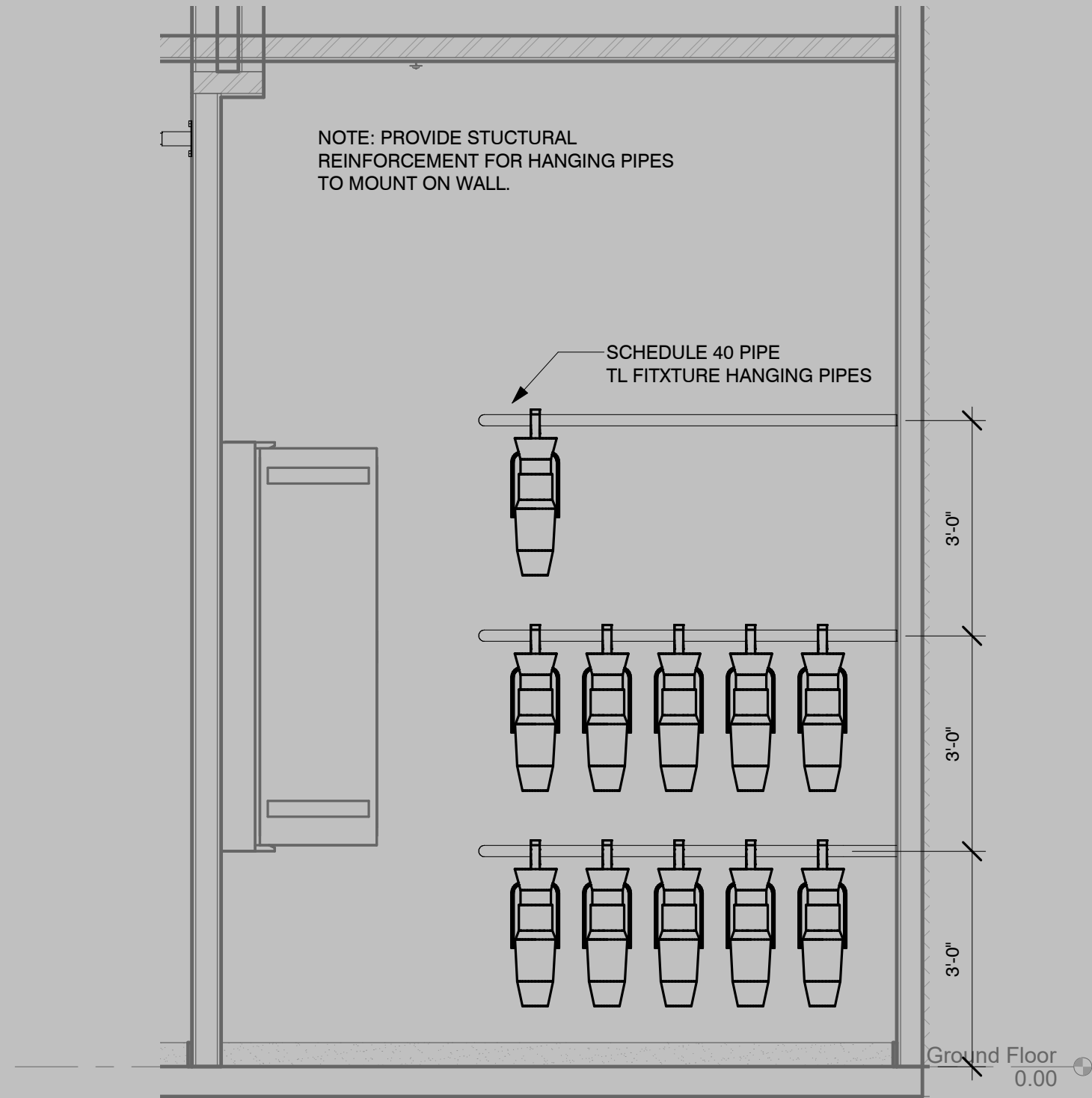


Revision Schedule	
No.	Revision
Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

- General Notes:
- All power conduit and fill shown on the "TL" series drawings are for diagrammatic purposes only. Refer to project electrical drawings for sizing and fill requirements.
 - Refer to sheet TL0.00 for cable schedule.
 - All dimensions and loading shown are for diagrammatic purposes only. Verify all location dimensions with field conditions, and all loading with the Structural Engineer before construction or installation. Notify Consultant of any changes required.
 - Interstitial steel shown on this drawing is to be designed by the project Structural Engineer and provided by the project Structural Contractor.
 - Miscellaneous steel above and beyond what is shown may be required for connection of stage lighting to roof steel. It is the responsibility of the Theatrical Lighting Contractor to provide any miscellaneous steel and to coordinate this with the General Contractor.
 - Theatrical Lighting Contractor to verify the load capacity of the structure with the project Structural Engineer.

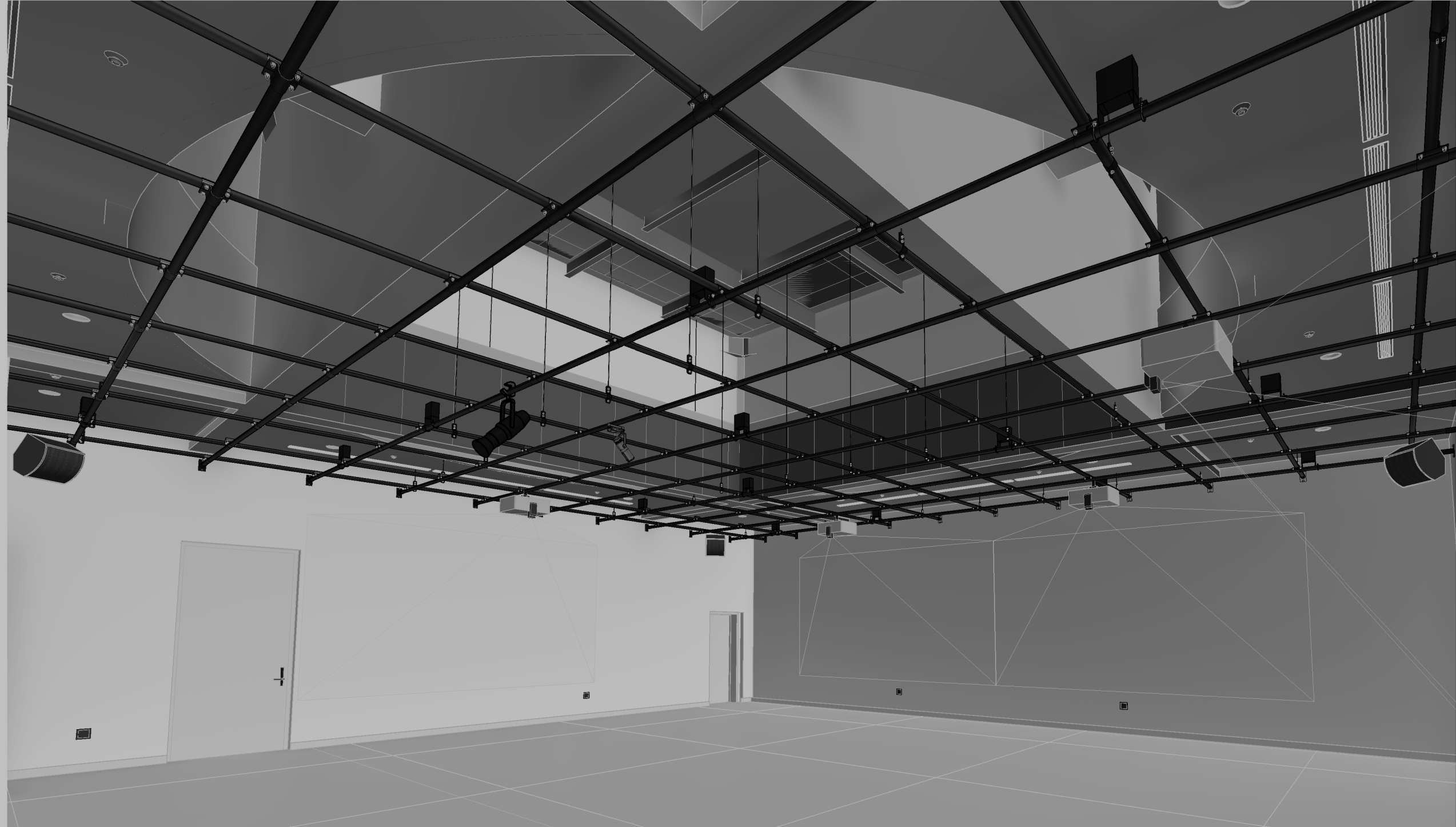
- Drawing Notes:
- All power conduit and wire sizing to be determined by EE per NEC and all applicable local codes.
 - All cable runs for Type A cable shall not exceed 295 feet.

ELECTRICAL NOTES:
LRP.101 WILL REQUIRE A 120/208V, 3-PHASE, 4W+G @ 100A PER LEG FEEDER. NOT A TECH POWER SUPPLY.



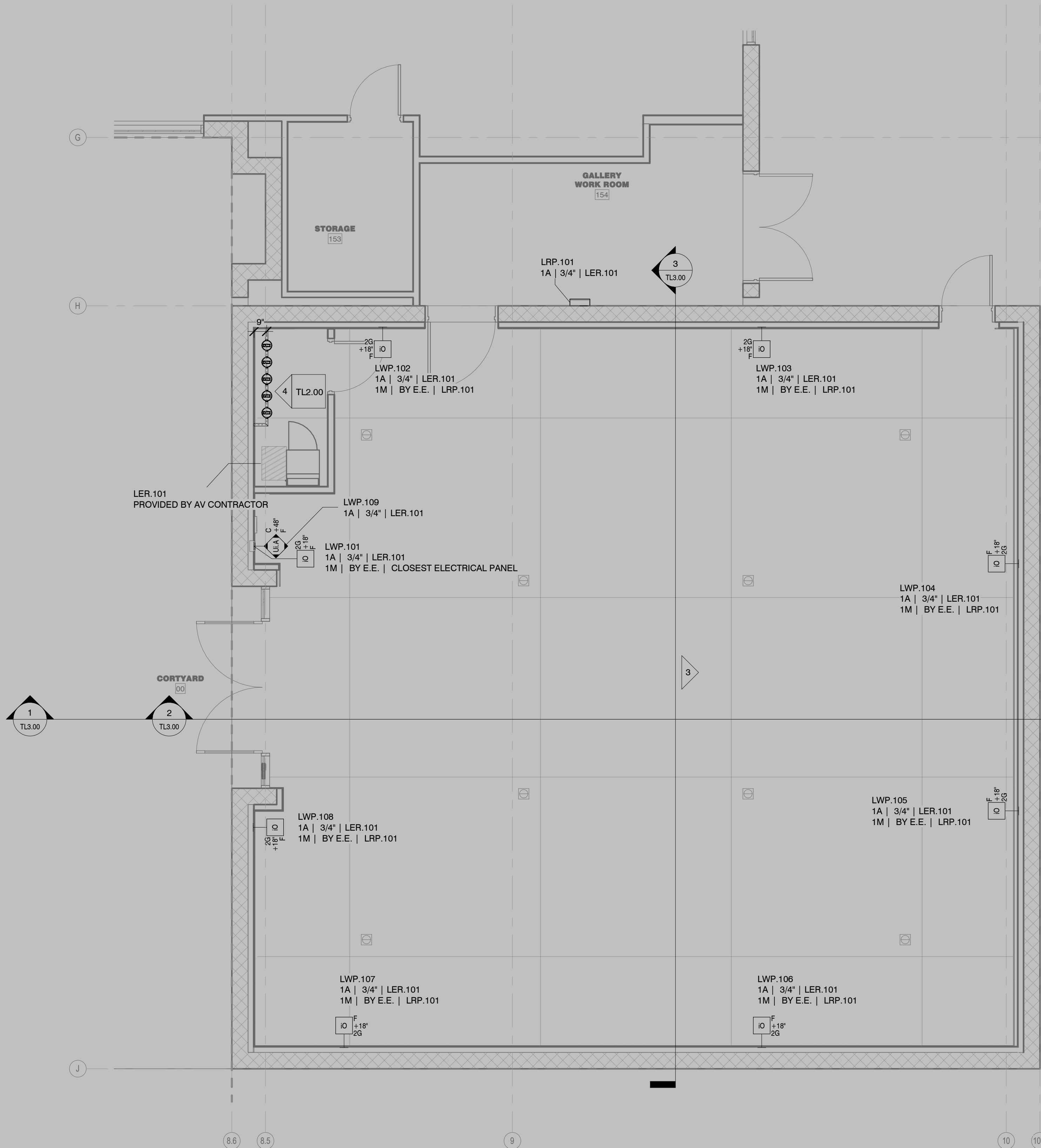
4 Elevation 1 - c

Scale: 1/2" = 1'-0"



3 TL - Gallery View

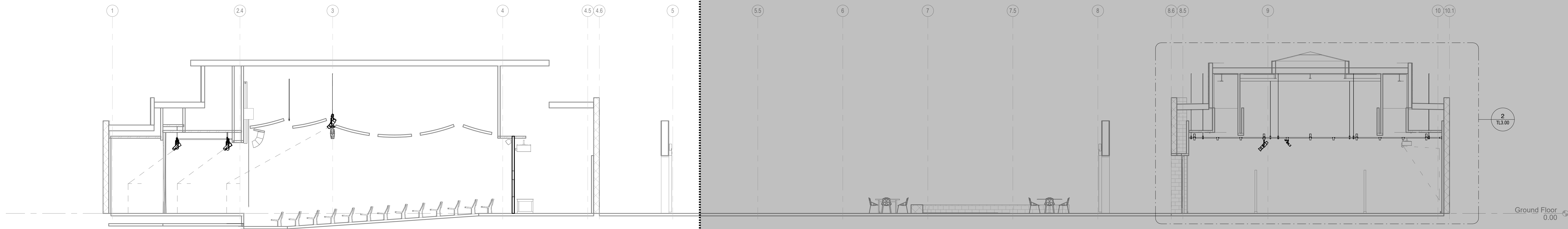
Scale:



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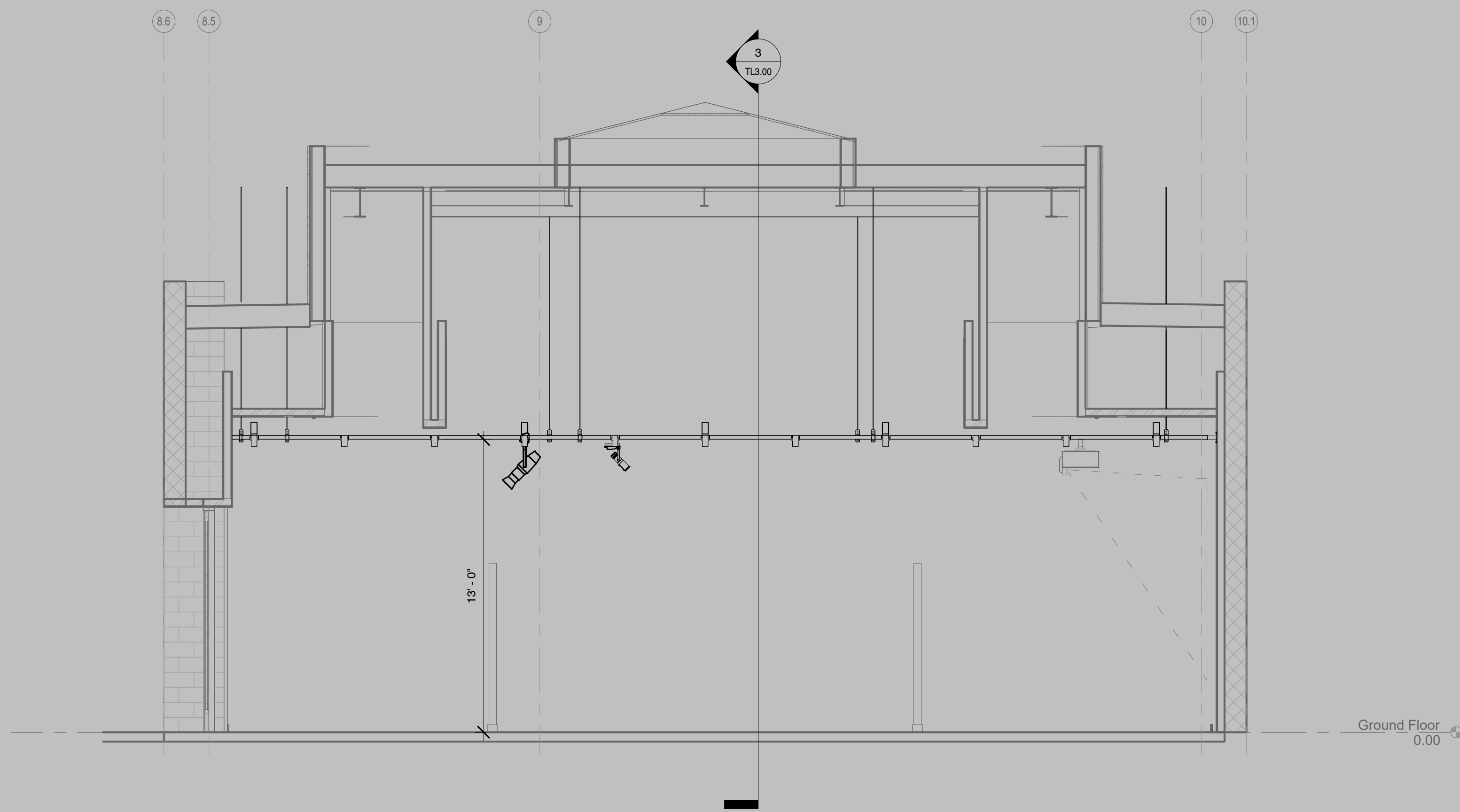
1 | **TL - Section**

Scale: 1/8" = 1'-0"



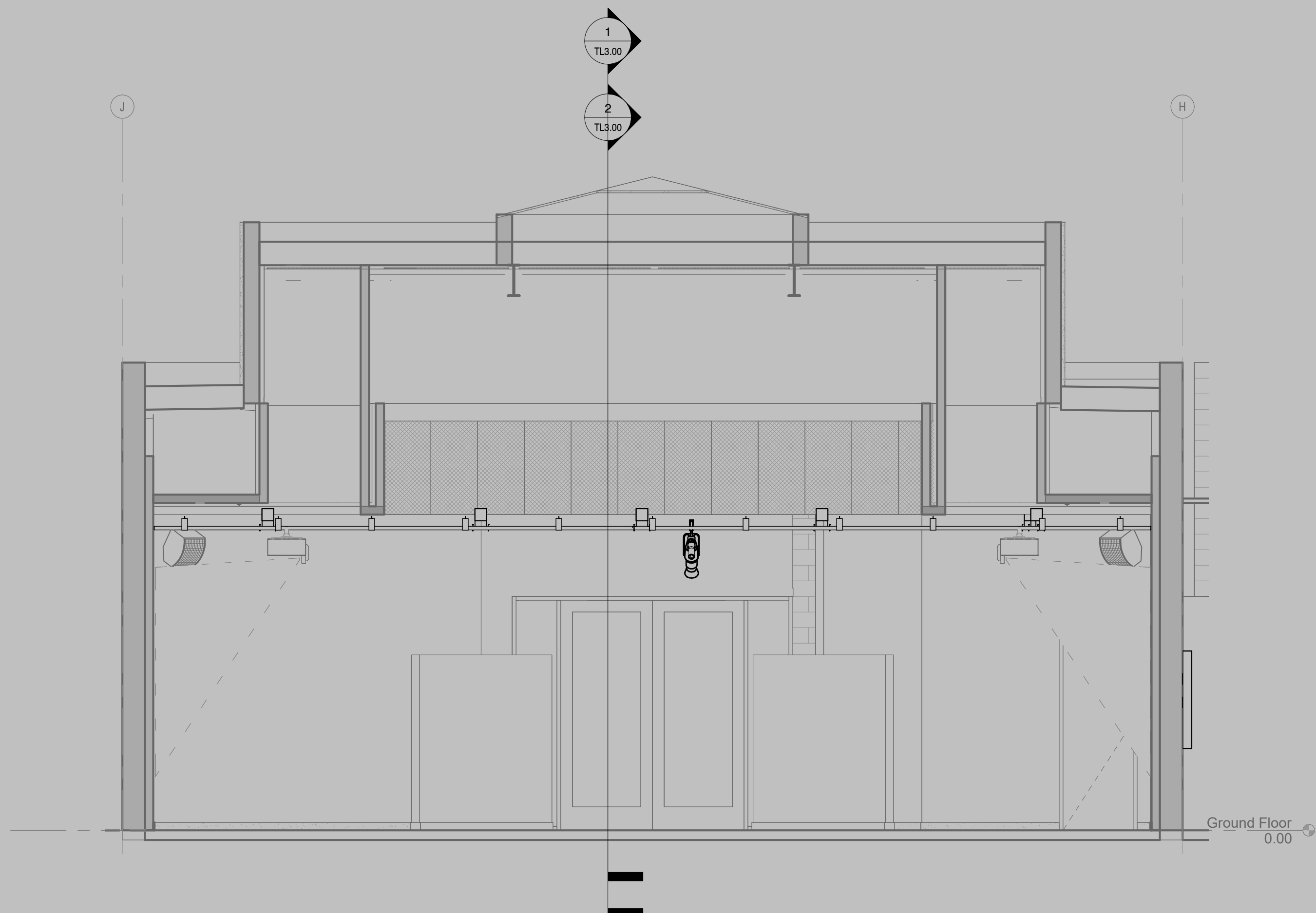
2 | **TL - Section - Gallery - Plan North**

Scale: 1/4" = 1'-0"



3 | **TL - Section - Gallery - Plan West**

Scale: 1/4" = 1'-0"



Schulman Auditorium & Cannon Art Gallery
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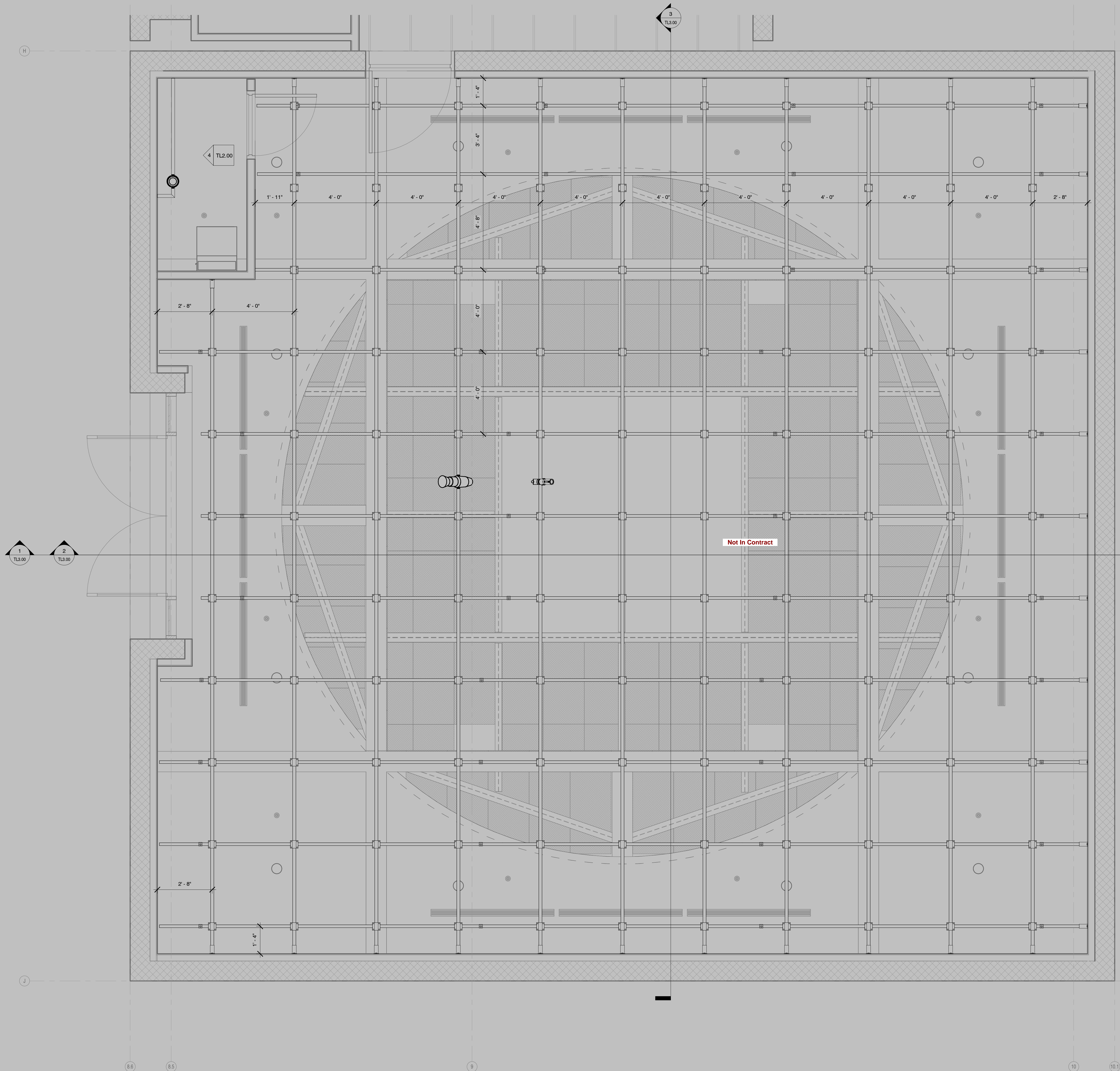
TL3.00

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1

TL - Reflected Ceiling Plan - Gallery

Scale: 1/2" = 1'-0"



General Notes:

- All power conduit and fill shown on the "TL" series drawings are for diagrammatic purposes only. Refer to project electrical drawings for sizing and fill requirements.
- Refer to sheet TL0.00 for cable schedule.
- All dimensions and loading shown are for diagrammatic purposes only. Verify all location dimensions with field conditions, and all loading with the Structural Engineer before construction or installation. Notify Consultant of any changes required.
- Interstitial steel shown on this drawing is to be designed by the project Structural Engineer and provided by the project Structural Contractor.
- Miscellaneous steel above and beyond what is shown may be required for connection of stage lighting to roof steel. It is the responsibility of the Theatrical Lighting Contractor to provide any miscellaneous steel and to coordinate this with the General Contractor.
- Theatrical Lighting Contractor to verify the load capacity of the structure with the project Structural Engineer.

Drawing Notes:

- All power conduit and wire sizing to be determined by EE per NEC and all applicable local codes.
- All cable runs for Type A cable shall not exceed 295 feet.

Schulman Auditorium & Cannon Art Gallery
1775 Dove Lane, Carlsbad, CA 92011

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No. Revision	Issue Date

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Description	Issue Date
Construction Documents	28 Nov 2023



TL - RCP - Gallery

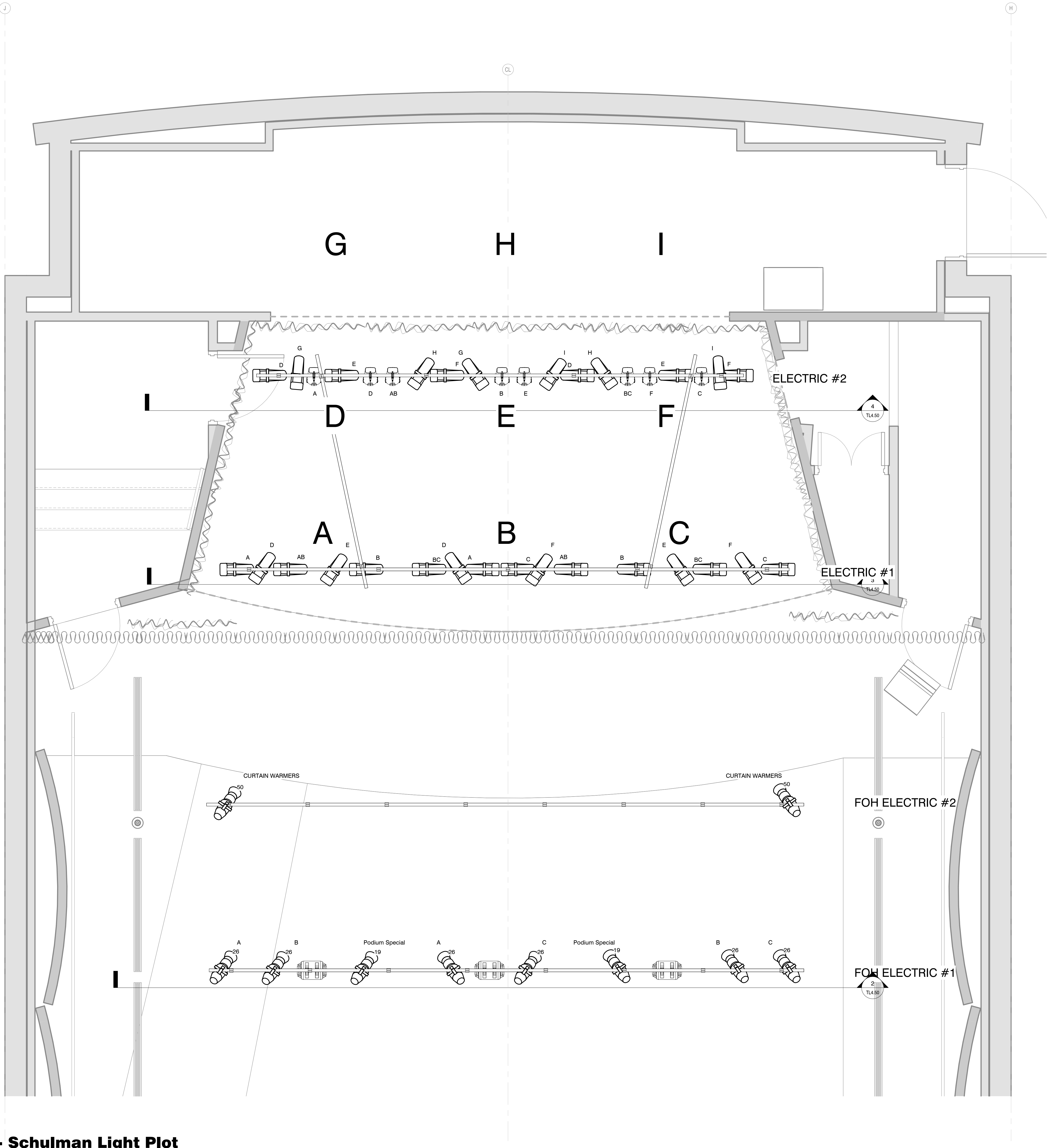
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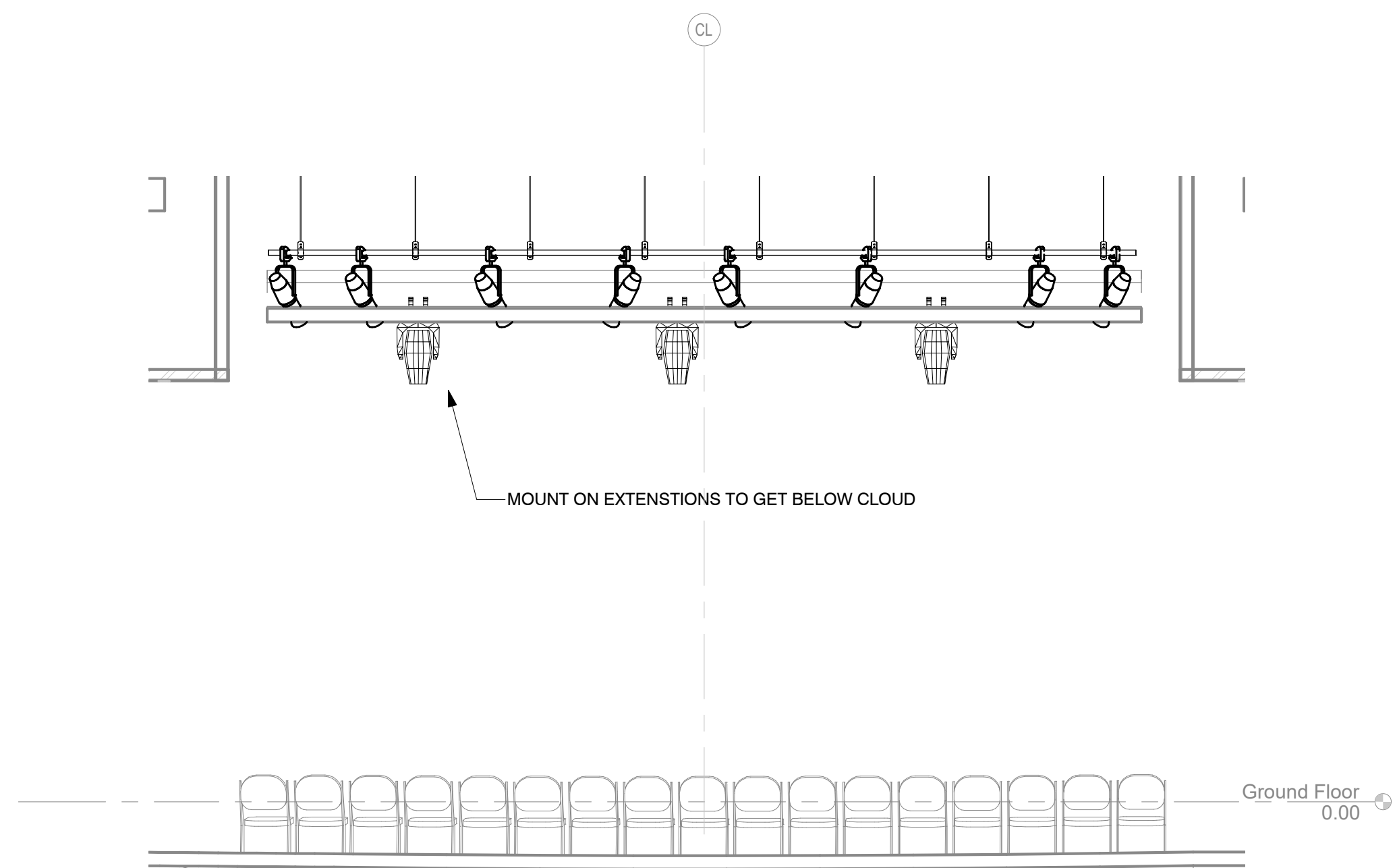
1 TL - Schulman Light Plot

Scale: 1/2" = 1'-0"



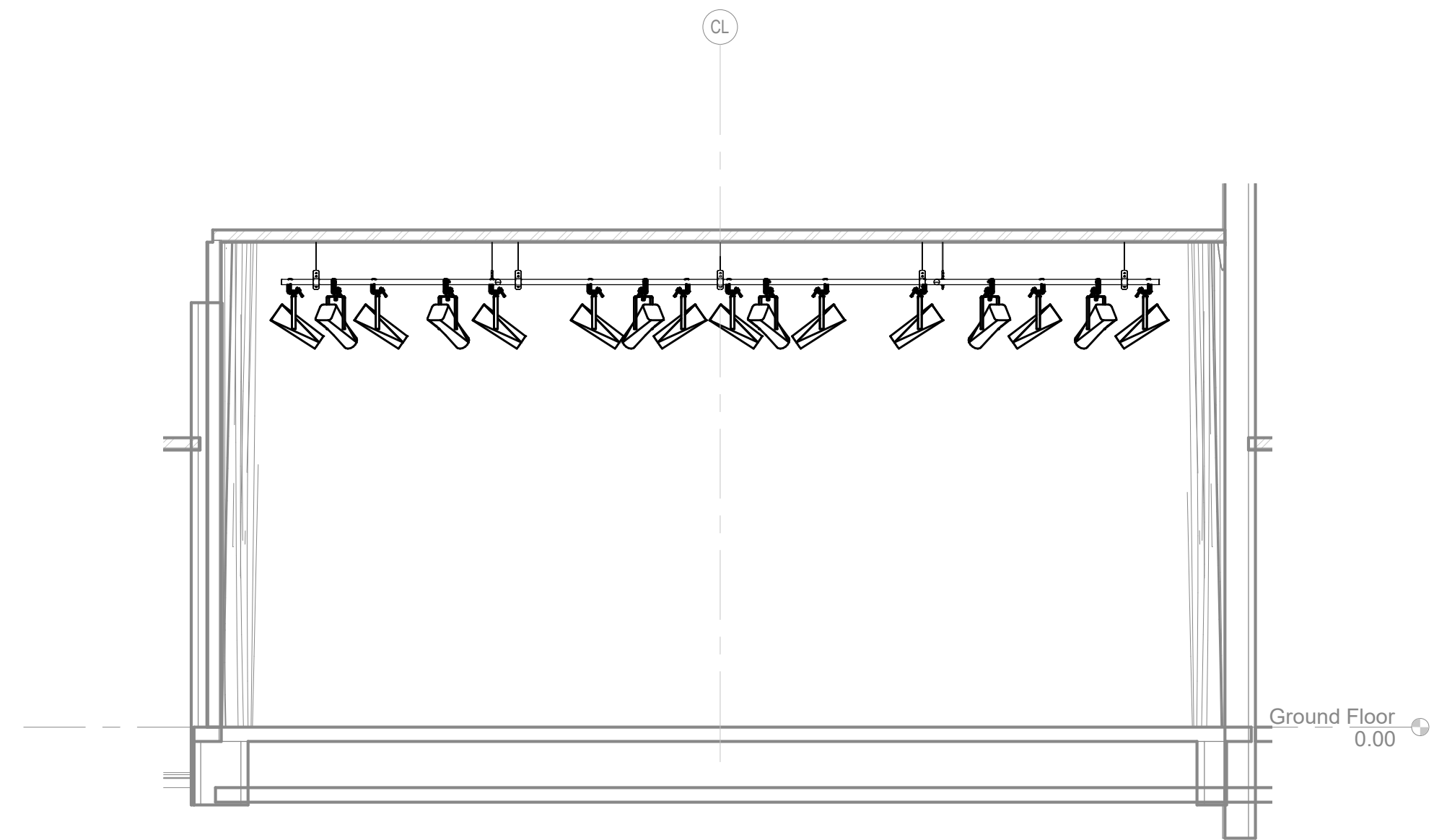
2 FOH ELECTRIC #1

Scale: 1/4" = 1'-0"



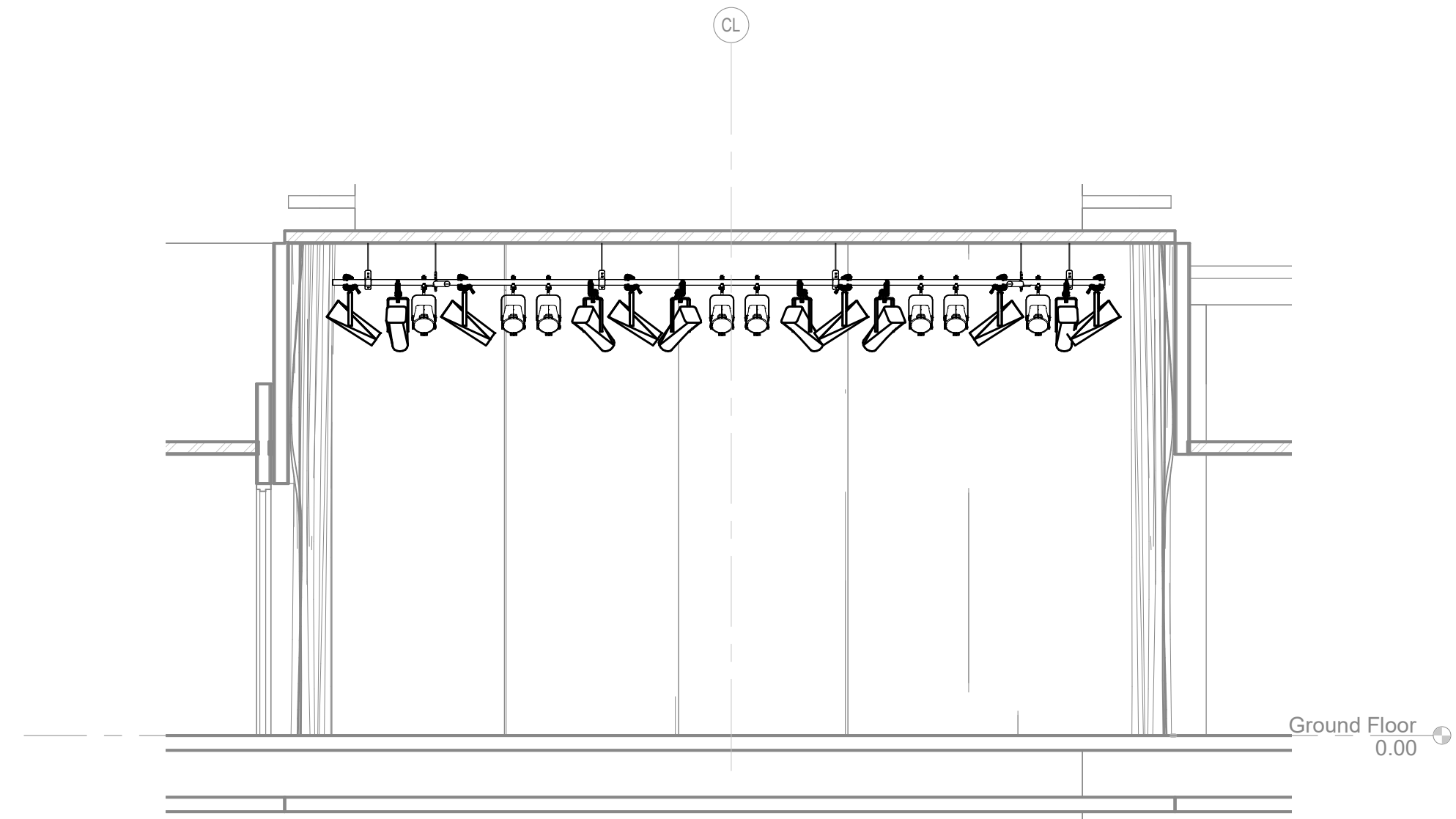
3 ELECTRIC #1

Scale: 1/4" = 1'-0"



4 ELECTRIC #2

Scale: 1/4" = 1'-0"



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Revision Schedule		
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TL - Schulman Light Plot

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TL4.50

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PLEASE NOTE:

- ALL PIPE GRID COMPONENTS ARE SUPPLIED AND INSTALLED BY DIVISION 11 CONTRACTOR.
- ALL HANGING PIPE SHALL BE 1 1/2" SCHEDULE 40 BLACK SEAMLESS STEEL PIPE (NOMINAL OD 1.9")
- DIVISION 11 CONTRACTOR MUST HAVE SHOP DRAWINGS STAMPED BY A STRUCTURAL ENGINEER.

ELECTRICAL NOTES:

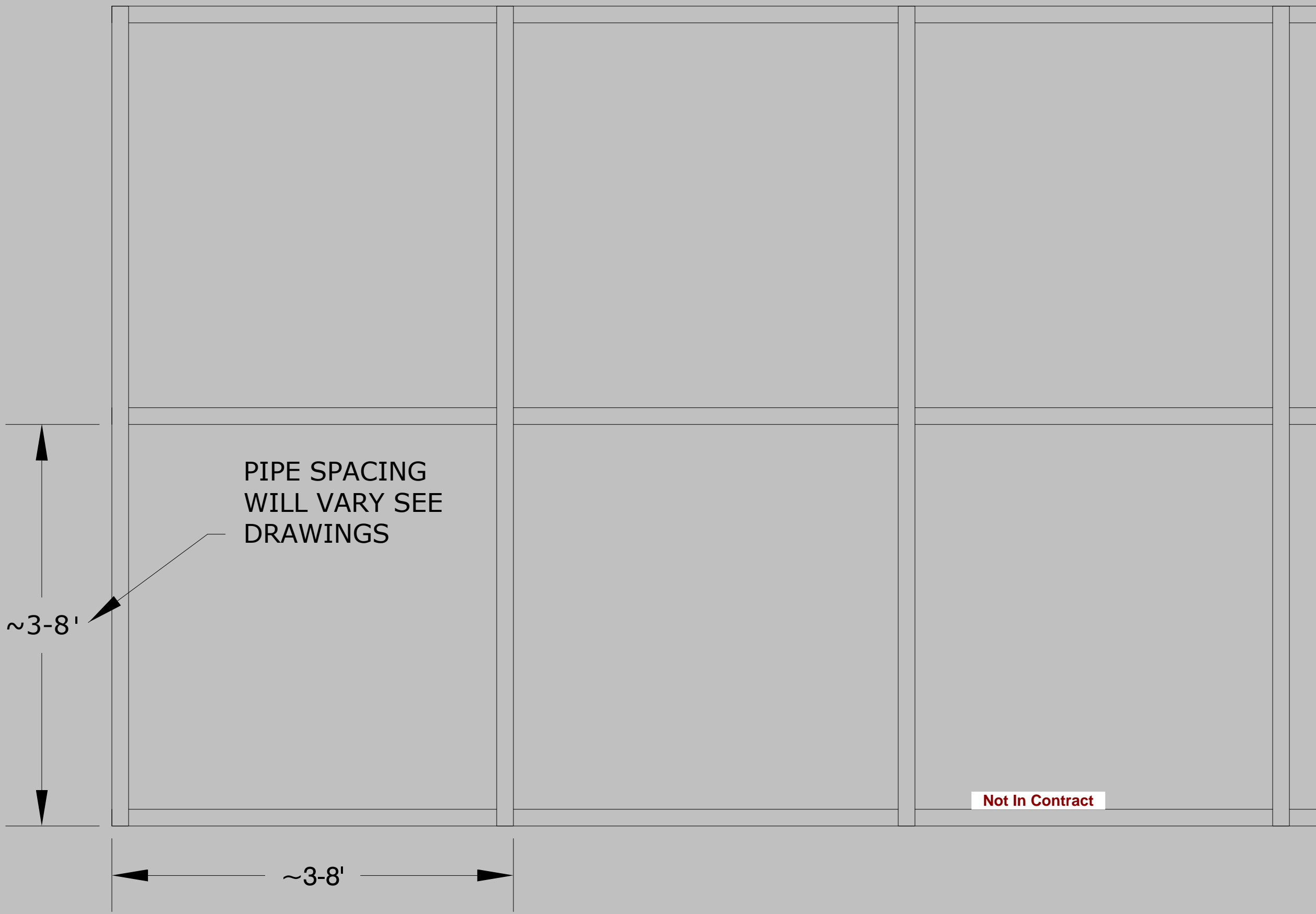
- NO CONDUIT SHOULD BE RUN HORIZONTALLY WITHIN 6" OF THE TOP EDGE OF THE PIPE GRID EXCEPT WHEN RUN VERTICALLY TO CONNECT TO DISTRIBUTION DEVICES. NO CONDUIT SHALL RUN UNDER THE GRID.

MECHANICAL NOTES:

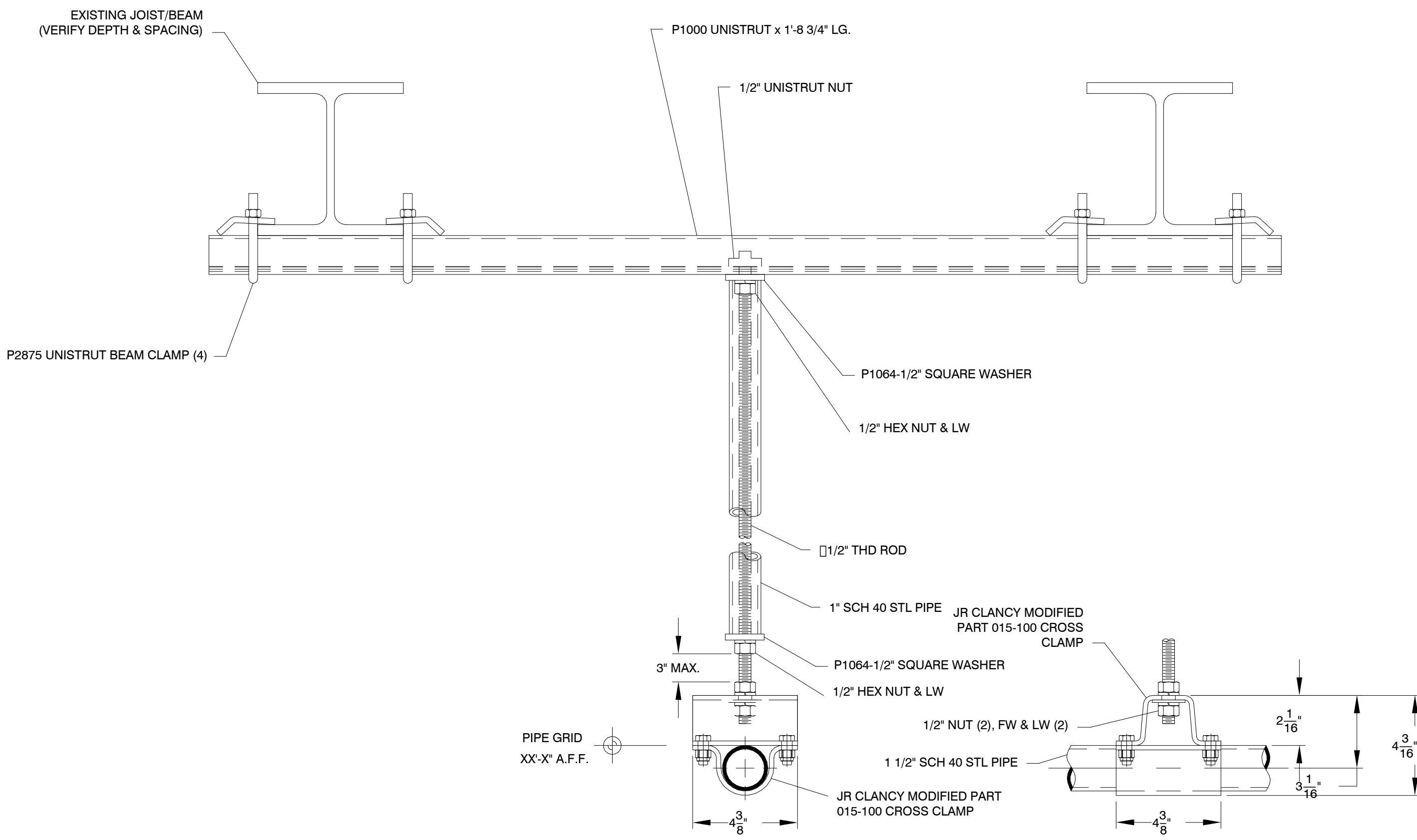
- NO MECHANICAL DUCTING OR PIPE SHOULD BE RUN HORIZONTALLY WITHIN 12" OF THE TOP EDGE OF THE PIPE GRID AND MUST BE COORDINATED WITH THE AVLr CONSULTANT DURING DESIGN. ABSOLUTELY NO MECHANICAL DUCTING OR PIPE SHALL BE RUN UNDER THE GRID.

STRUCTURAL NOTES:

- WEIGHT LOADING GUIDELINES:
FIXTURES, CABLE & DISTRIBUTION - 12.5 LBS PER SQUARE FOOT OF PIPE GRID
PIPE AND HARDWARE WEIGHT - 3 LBS PER LINEAR FOOT OF PIPE



1 | Pipe Grid Detail



2 | Mounting Detail - Steel Beam

Scale: 3' = 1'-0"



Schulman Auditorium & Cannon Art Gallery

1775 Dove Lane, Carlsbad, CA 92011

Revision Schedule	
No.	Revision
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TL5.00



Theatrical Lighting Box Schedule

Box ID	Sheet Reference	Level	Mounting Height	Flush Mount	Manufacturer	Model	Description	Box Dimensions			NEMA Type	Custom Panel	Back Box		Panel		Device		Notes
								Height	Width	Depth			Supplied By	Installed By	Supplied By	Installed By	Supplied By	Installed By	
LPB.101		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.102		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.103		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.104		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.105		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.106		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.107		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.108		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.109		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.110		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.111		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.112		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.113		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.114		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.115		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.116		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LPB.117		Ground Floor		Yes	Electronic Theatre Controls or Equivalent	9102	Standard surface mount outlet box - 2 outlets.					Yes	11 61 00	DIV 26	11 61 00	DIV 26		N/A	
LWP.101		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.102		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.103		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.104		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.105		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.106		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.107		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.108		Ground Floor	1'-6"	Yes	Raco or Equivalent	691	2-Gang welded steel electrical box, 2.5" depth.	3 3/4"	3 3/4"	2 1/2"	1	Yes	DIV 26	DIV 26	11 61 00	DIV 26 11 61 00			
LWP.109		Ground Floor	4'-0"	Yes	Electronic Theatre Controls	P-LCD-FB8	Custom back box for 7" wall mounted touchscreen. Flush mount.	5 3/8"	7 3/4"	3 3/4"		Yes	11 61 00	DIV 26			11 61 00	11 61 00	ENTRYWAY

TL Electrical Equipment Schedule

Mark	Level	Manufacturer	Model	Description	Dimensions			Device Installed By	Device Provided By
					Height	Width	Depth		
LRP.101	Ground Floor	Electronic Theatre Controls	IQ24	SensorIQ Intelligent Breaker System, 24 breaker panel.	4'-2"	1'-2 1/4"	4 3/4"	DIV 26 11 61 00	11 61 00
LBC.101	Ground Floor	Electronic Theatre Controls, Inc.	DMX Bypass Detection Kit	Wall-Mounted Detection Kit					

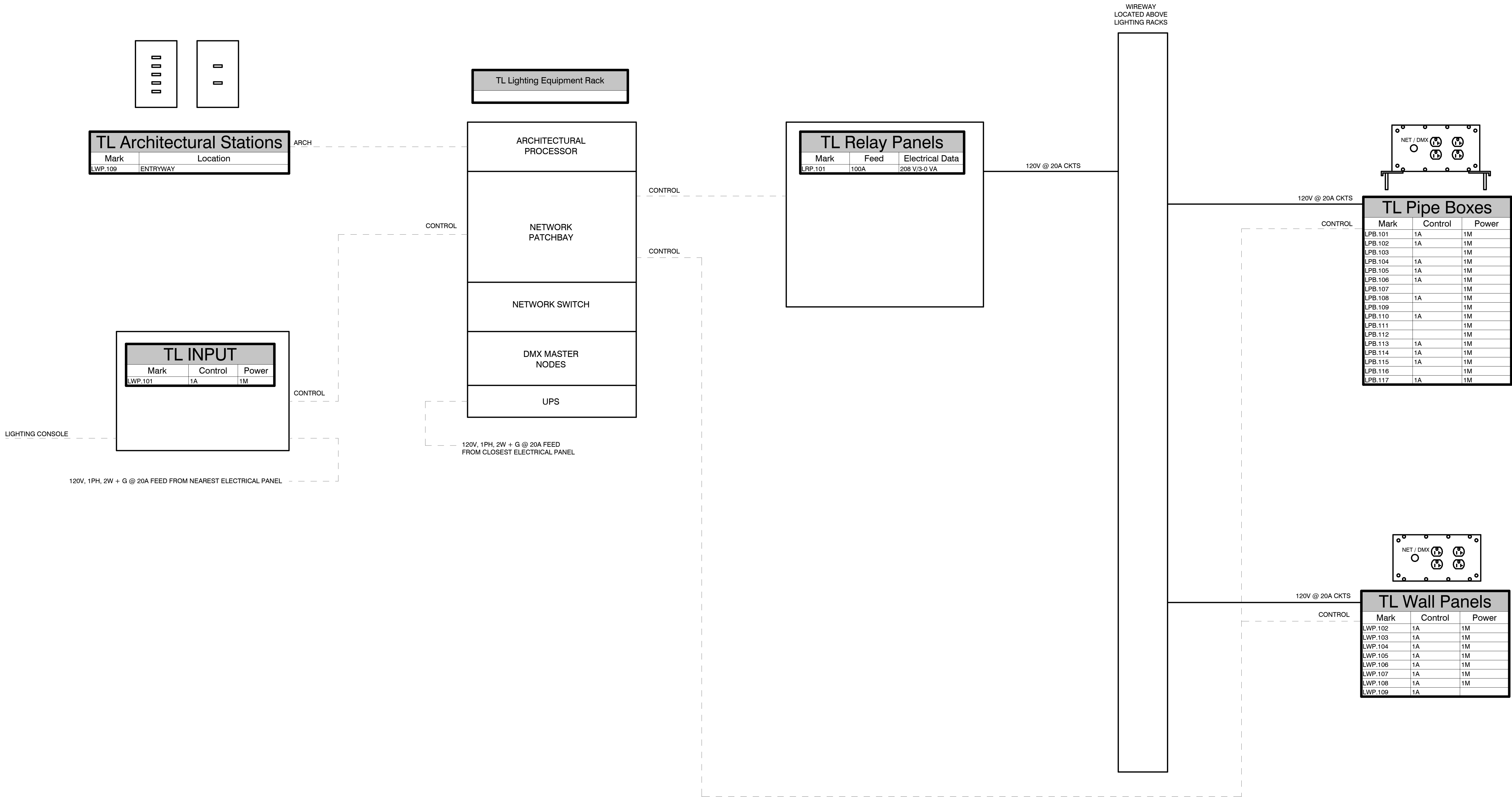
TL Pull Schedule

Mark	Level	Conduit 1			Conduit 2			Conduit 3		
		Fill	Size	Destination	Fill	Size	Destination	Fill	Size	Destination
LPB.101	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.102	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.103	Ground Floor				1M	BY E.E.	LRP.101			
LPB.104	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.105	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.106	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.107	Ground Floor				1M	BY E.E.	LRP.101			
LPB.108	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.109	Ground Floor				1M	BY E.E.	LRP.101			
LPB.110	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.111	Ground Floor				1M	BY E.E.	LRP.101			
LPB.112	Ground Floor				1M	BY E.E.	LRP.101			
LPB.113	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.114	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.115	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LPB.116	Ground Floor				1M	BY E.E.	LRP.101			
LPB.117	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.101	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	CLOSEST ELECTRICAL PANEL			
LWP.102	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.103	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.104	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.105	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.106	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.107	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.108	Ground Floor	1A	3/4"	LER.101	1M	BY E.E.	LRP.101			
LWP.109	Ground Floor	1A	3/4"	LER.101						

Relay Panel: LRP.101

Location	Rly/Bkr Type	Amperage	Relay #	PH	Relay #	Amperage	Rly/Bkr Type	Location
LPB.101	1P Rly	20A	1	A	2	20A	1P Rly	LPB.102
LPB.103	1P Rly	20A	3	B	4	20A	1P Rly	LPB.104
LPB.105	1P Rly	20A	5	C	6	20A	1P Rly	LPB.106
LPB.107	1P Rly	20A	7	A	8	20A	1P Rly	LPB.108
LPB.109	1P Rly	20A	9	B	10	20A	1P Rly	LPB.110
LPB.111	1P Rly	20A	11	C	12	20A	1P Rly	LPB.112
LPB.113	1P Rly	20A	13	A	14	20A	1P Rly	LPB.114
LPB.115	1P Rly	20A	15	B	16	20A	1P Rly	LPB.116
LPB.117	1P Rly	20A	17	C	18	20A	1P Rly	LWP.102
LWP.103	1P Rly	20A	19	A	20	20A	1P Rly	LWP.104
LWP.105	1P Rly	20A	21	B	22	20A	1P Rly	LWP.106
LWP.107	1P Rly	20A	23	C	24	20A	1P Rly	LWP.108

PATCH												
SWITCH												
Port 1	Port 2	Port 3	Port 4	Port 5	Port 6	Port 7	Port 8	Port 9	Port 10	Port 11	Port 12	
LWP.102	LRP.101	ARCH CONTROL	WALL CONTROLLER (LWP.109)	DMX GATEWAY	DMX GATEWAY	DMX GATEWAY	DMX GATEWAY	DMX GATEWAY	FUTURE	FUTURE	FUTURE	
DMX GATEWAY 1				DMX GATEWAY 2				DMX GATEWAY 3				
Port 1	Port 2	Port 3	Port 4	Port 1	Port 2	Port 3	Port 4	Port 1	Port 2	Port 3	Port 4	
LPB.101	LPB.102	LPB.104	LPB.105	LPB.106	LPB.108	LPB.110	LPB.113	LPB.114	LPB.115	.LPB.117	LWP.102	
1	1	1	1	1	1	1	1	1	1	1	1	
DMX UNIVERSE												
	DMX GATEWAY 4				DMX GATEWAY 5							
	Port 1	Port 2	Port 3	Port 4	Port 1	Port 2	Port 3	Port 4				
	LWP.103	LWP.104	LWP.105	LWP.106	LWP.107	LWP.108	SPARE	SPARE				
1	1	1	1	1	1							
DMX UNIVERSE												
PATCH BAY												
Port 1	Port 2	Port 3	Port 4	Port 5	Port 6	Port 7	Port 8	Port 9	Port 10	Port 11	Port 12	
LPB.101	LPB.102	LPB.104	LPB.105	LPB.106	LPB.108	LPB.110	LPB.113	LPB.114	LPB.115	.LPB.117	LWP.102	
Port 13	Port 14	Port 15	Port 16	Port 17	Port 18	Port 19	Port 20	Port 21	Port 22	Port 23	Port 24	
LWP.103	LWP.104	LWP.105	LWP.106	LWP.107	LWP.108	LWP.109	BLANK	BLANK	BLANK	BLANK	LRP.101	
Assembly Code												



ABBREVIATIONS AND DESCRIPTIONS			
A	AMPERES	KCM	KILO - CIRCULAR - MIL
AC	ALTERNATING CURRENT	KS	KNEE SPACE
AC	AIR CONDITIONING	KVA	KILO-VOLT-AMPERE
AC	AMPERES INTERRUPTING CAPACITY	KW	KILO-WATT
AF	AVAILABLE FAULT CURRENT	KWH	KILO-WATT-HOUR
AF	ABOVE FINISHED FLOOR		
AF	ABOVE FINISHED GRADE	LBS	POUNDS
AF	AMP FRAME/AMP FUSE	LF	LINEAL FEET
ABV	ABOVE	LOC	LOCATION
AL	ALUMINUM	LT	LIGHT
ARCH	ARCHITECT OR ARCHITECTURAL	LTG	LIGHTING
AS	AMP SWITCH	LV	LOW VOLTAGE
AT	AMP TRIP		
ATS	AUTOMATIC TRANSFER SWITCH	MH	MOUNTING HEIGHT
AWG	AMERICAN WIRE GAUGE	MANUF	MANUFACTURER
		MAX	MAXIMUM
B/G	BELOW GRADE	MC	MECHANICAL CONTRACTOR
BKBO	BACKBOARD	MCC	MOTOR CONTROL CENTER
BEL	BELOW	MCP	MOTOR CIRCUIT PROTECTION
		MECH	MECHANICAL
C	CONDUIT WITH WIRE	MIN	MINIMUM
CATV	CABLE TELEVISION	MLO	MAIN LUGS ONLY
CCTV	CLOSED CIRCUIT TELEVISION	MTD	MOUNTED
CB	CIRCUIT BREAKER	MTG	MOUNTING
CLG	CEILING		
CLF	CURRENT LIMITING FUSE	N	NEUTRAL
CLR	CLEAR	NC	NORMALLY CLOSED
CO	CONDUIT ONLY WITH NYLON PULLCORD	NEC	NATIONAL ELECTRICAL CODE
COAX	COAXIAL CABLE	NIC	NOT IN CONTRACT
CONC	CONCRETE	NL	NIGHT LIGHT
CONN	CONNECT OR CONNECTION	NTS	NOT TO SCALE
CONT	CONTINUATION	NO	NORMALLY OPEN
CONTR	CONTRACTOR		
OPT	CONTROL POWER TRANSFORMER	OC	ON CENTER
CJ	CORNER	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CT	CURRENT TRANSFORMER	OFOW	OWNER FURNISHED OWNER INSTALLED
CW	COLD WATER		
		PB	PULLBOX
D	DEDICATED OUTLET	PC	PHOTOCELL CONTROL
DC	DIRECT CURRENT	PCTC	PHOTOCELL/TIMECLOCK CONTROL
DI	DIAMETER	PE	PNEUMATIC-ELECTRIC
DISC	DISCONNECT	PH	PHASE
DIST	DISTRIBUTION	PV	POST INDICATING VALVE
DL	DAMP LOCATION	PL	PLOT LIGHT
DB	DISTRIBUTION SWITCHBOARD	PLGB	PLUMBING
DWGS	DRAWINGS	PNL	PANEL
		PVC	POLYVINYL CHLORIDE
EA	EACH	PWR	POWER
EB	90-MINUTE BATTERY CONNECTED TO UNIT	PP	POWER POLE
EC	ELECTRICAL CONTRACTOR	PS	POWER SENTRY EMERGENCY BATTERY UNIT
EDF	ELECTRICAL DRINKING FOUNTAIN		
EG	CONNECTED TO EMERGENCY GENERATOR	Q	FIXTURE WITH QUARTZ RESTRIKE
EJ	EXHAUST FAN	QY	QUANTITY
EI	CONNECTED TO EMERGENCY INVERTER		
ELECT	ELECTRICAL	REC	RECESSED
ELEV	ELEVATION/ELEVATOR	RECEPT	RECEPTACLE
EMER	EMERGENCY	REF	REFRIGERATOR
EMT	ELECTRO-METALLIC TUBING	REQ	REQUIREMENTS
EQUIP	EQUIPMENT	RGS	RIGID GALVANIZED STEEL
EXIST	EXISTING	RM	ROOM
		SB	STANDBY
F	DEGREES FAHRENHEIT	SD	SMOKE DETECTOR
FA	FIRE ALARM	SD	SPECIFICATION
FALV	FURNITURE FEED FINISHED FLOOR	SPEC	SPECIFICATION
FFE	FINISH FLOOR ELEVATION	SQ FT	SQUARE FEET OR SQUARE FOOT
FIN	FINISH OR FINISHED	STRUCT	STRUCTURAL
FIXT	FIXTURE	SW	SWITCH
FLUOR	FLUORESCENT	SWBD	SWITCHBOARD
FT	FEET OR FOOT	SWGR	SWITCHGEAR
FTG	FOOTING		
FVNR	FULL VOLTAGE NON-REVERSING	TEMP	TEMPERATURE OR TEMPORARY
		TV	TELEVISION
G	GROUND BUS OR WIRE	TEL	TELEPHONE
GA	GAUGE	TC	TIMECLOCK
GALV	GALVANIZED	TRANSF	TRANSFORMER
GC	GENERAL CONTRACTOR	TYP	TYPICAL
GD	GARBAGE DISPOSAL		
GFI	GROUND FAULT INTERRUPTER	UGPS	UNDERGROUND PULL SECTION
GFR	GROUND FAULT RELAY	UL	UNDERWRITERS LABORATORIES
GG	GREEN GROUND	UNO	UNLESS NOTED OTHERWISE
GROUND			
		V	VOLTS
H	HORIZONTAL	VA	VOLT-AMPERE
HAZMAT	HAZARDOUS MATERIAL	VFD	VARIABLE FREQUENCY DRIVE
HR	HOUR		
HP	HORSEPOWER	W	WITH
HOA	HAND-OFF-AUTOMATIC	WH	WATER HEATER
HT	HEIGHT	WP	WEATHER PROOF
HTR	HEATER	WT	WEIGHT
HZ	HERTZ		
		X	EXISTING
IG	ISOLATED GROUND	XFMR	TRANSFORMER
IMC	INTERMEDIATE METAL CONDUIT	XL	EXISTING TO BE RELOCATED
INCAND	INCANDESCENT	XN	NEW LOCATION OF RELOCATED FIXTURE
		XR	EXISTING TO BE REMOVED
J-BOX	JUNCTION BOX		

SINGLELINE SYMBOLS AND DESCRIPTIONS			
	DRAWOUT CIRCUIT BREAKER		AMP METER
	CIRCUIT BREAKER		VOLT METER
	FUSED SWITCH		CURRENT TRANSFORMER
	TRANSFORMER		GROUND FAULT CIRCUIT INTERRUPTER
	GROUNDING ELECTRODE AND CONDUCTOR		MOTOR OR EQUIPMENT AS NOTED
	EXTERNALLY OPERATED CIRCUIT BREAKER		UGPS LANDING LUGS
	PANELBOARD		ATS 1
	SHUNT TRIP		AUTOMATIC TRANSFER SWITCH
	UTILITY METER WITH C.T.s		GENERATOR
	IN-LINE UTILITY METER-200A MAXIMUM		INSULATED CASE CIRCUIT BREAKER
	SURGE PROTECTIVE DEVICE		THROUGH FED OR DOUBLE LUG PANELBOARD
			DIGITAL METER BY POWER MEASUREMENTS ION-7350
			A. ARC FLASH REDUCTION L. LONG TIME TRIP S. SHORT TIME OVERCURRENT TRIP I. INSTANTANEOUS TRIP G. GROUND FAULT TRIP; GROUND FAULT SENSING INTEGRAL WITH CIRCUIT BREAKER.

SYMBOLS AND DESCRIPTIONS	
	JUNCTION BOX, WALL MOUNTED.
	JUNCTION BOX, SURFACE MOUNTED. CONCEALED.
	SFD SMOKE FIRE DAMPER
	PANELBOARD FLUSH MOUNTED
	PANELBOARD SURFACE MOUNTED
	SWITCHBOARD
	TRANSFORMER
	FUSED DISCONNECT SWITCH
	FVNR COMBINATION MOTOR STARTER, H-O-A, AUXILIARY CONTACTS, OPT, PILOT LIGHTS, NEMA ENCLOSURE AS REQUIRED, WITH FUSED DISCONNECT SWITCH.
	FVNR MOTOR STARTER WITH OVERLOADS, H-O-A, AUXILIARY CONTACTS, OPT, PILOT LIGHTS, NEMA ENCLOSURE AS REQUIRED.
	VFD VARIABLE FREQUENCY DRIVE
	S MOTOR HORSEPOWER RATED SWITCH.
	CONCEALED EMT CONDUIT WITH WIRE 3/12AWG + 1/12AWG GREEN GROUND, 3/4" MINIMUM.
	CONCEALED EMT CONDUIT WITH WIRE 3/12AWG + 1/12AWG GREEN GROUND, 3/4" MINIMUM.
	CONCEALED EMT CONDUIT WITH WIRE 3/12AWG + 1/12AWG GREEN GROUND, 3/4" MINIMUM.
	UNDERGROUND CONDUIT AND #10 WIRE, UNO, 3/4"PVC MIN.
	HOMERUN
	HATCHED CONDUIT AND WIRE TO BE REMOVED
	CODE SIZED PULLBOX AS INDICATED ON PLANS.
	CODE SIZED PULLBOX OR SPLICE BOX AS INDICATED ON PLANS.
	INDICATES CONDUIT STUB-UP OR STUB-OUT LOCATION.
	CABLE TRAY.
	WAP WIRELESS ACCESS POINT ABOVE CEILING FOR WIRELESS LAN.
	TELECOMMUNICATIONS OUTLET WITH TRIM RING AND PULLSTRING TO ACCESSIBLE CEILING SPACE. MTD. 15' A.F.F. TO BOTTOM U.O.
	TELECOMMUNICATIONS OUTLET CEILING MOUNTED.
	TELECOMMUNICATIONS OUTLET, FLUSH FLOOR MOUNTED, ON FIRE RATED POKE-THRU.
	TELECOMMUNICATIONS OUTLET, FLUSH FLOOR MOUNTED, ON FIRE RATED POKE-THRU.

	LOW VOLTAGE WALL SWITCH QUANTITY OF BUTTONS AS NOTED
	S1 = 1-BUTTON SWITCH
	S2 = 2-BUTTON SWITCH
	S3 = 3-BUTTON SWITCH
	S4 = 4-BUTTON SWITCH
	S5 = 5-BUTTON SWITCH
	S6 = 6-BUTTON SWITCH
	S7 = 7-BUTTON SWITCH
	S8 = 8-BUTTON SWITCH
	S9 = 9-BUTTON SWITCH
	0-10V DIMMING CONTROLLER WITH INTEGRAL RELAYS AND 4 RJ45 PORTS. PROVIDE QUANTITY OF RELAYS AS SHOWN.
	20A MAX 120/277V.
	WATTSTOPPER
	DC1 = 1-RELAY
	DC2 = 2-RELAY
	DC3 = 3-RELAY
	PLUG LOAD CONTROLLER WITH INTEGRAL 20A RELAY AND (4) RJ45 PORT.

Sheet List	
Sheet Number	Sheet Name
E000	NOTE SHEET
E100	OVERALL POWER PLAN
E200	OVERALL LIGHTING PLAN
E101	ENLARGED AUDITORIUM POWER PLAN
E102	ENLARGED GALLERY POWER PLAN
E201	ENLARGED AUDITORIUM LIGHTING PLAN
E202	ENLARGED GALLERY LIGHTING PLAN
E300	PANEL SCHEDULES

AA-8000 ALUMINUM FEEDER SCHEDULE						
600V FEEDER SCHEDULE 1Ø 3W						
LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT
80S	80A-3W	1	2#1	1#1	1#8	1 1/2"
100S	100A-3W	1	2#2Ø	1#2Ø	1#8	2"

600V FEEDER SCHEDULE 3Ø 3W						
LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT
100	100A-3W	1	3#2Ø	N/A	1#8	2"
125	125A-3W	1	3#3Ø	N/A	1#8	2"
150	150A-3W	1	3#4Ø	N/A	1#8	2"
175	175A-3W	1	3#5ØKCM	N/A	1#8	2 1/2"
200	200A-3W	1	3#6ØKCM	N/A	1#8	2 1/2"
225	225A-3W	1	3#8ØKCM	N/A	1#4	3"
250	250A-3W	1	3#8ØKCM	N/A	1#4	3"
300	300A-3W	1	3#8ØKCM	N/A	1#4	4"
350	350A-3W	1	3#75ØKCM	N/A	1#2	4"
400	400A-3W	2	3#8ØKCM	N/A	1#2	2 1/2"
450	450A-3W	2	3#8ØKCM	N/A	1#2	3"
500	500A-3W	2	3#8ØKCM	N/A	1#2	3"
600	600A-3W	2	3#8ØKCM	N/A	1#10	4"
700	700A-3W	2	3#75ØKCM	N/A	1#10	4"
800	800A-3W	3	3#8ØKCM	N/A	1#10	4"
1000	1000A-3W	3	3#75ØKCM	N/A	1#20	4"
1200	1200A-3W	4	3#8ØKCM	N/A	1#30	4"
1600	1600A-3W	5	3#8ØKCM	N/A	1#40	4"
2000	2000A-3W	5	3#75ØKCM	N/A	1#25ØKCM	4"
2500	2500A-3W	6	3#8ØKCM	N/A	1#35ØKCM	4"
3000	3000A-3W	8	3#75ØKCM	N/A	1#50ØKCM	4"
4000	4000A-3W	12	3#8ØKCM	N/A	1#50ØKCM	4"

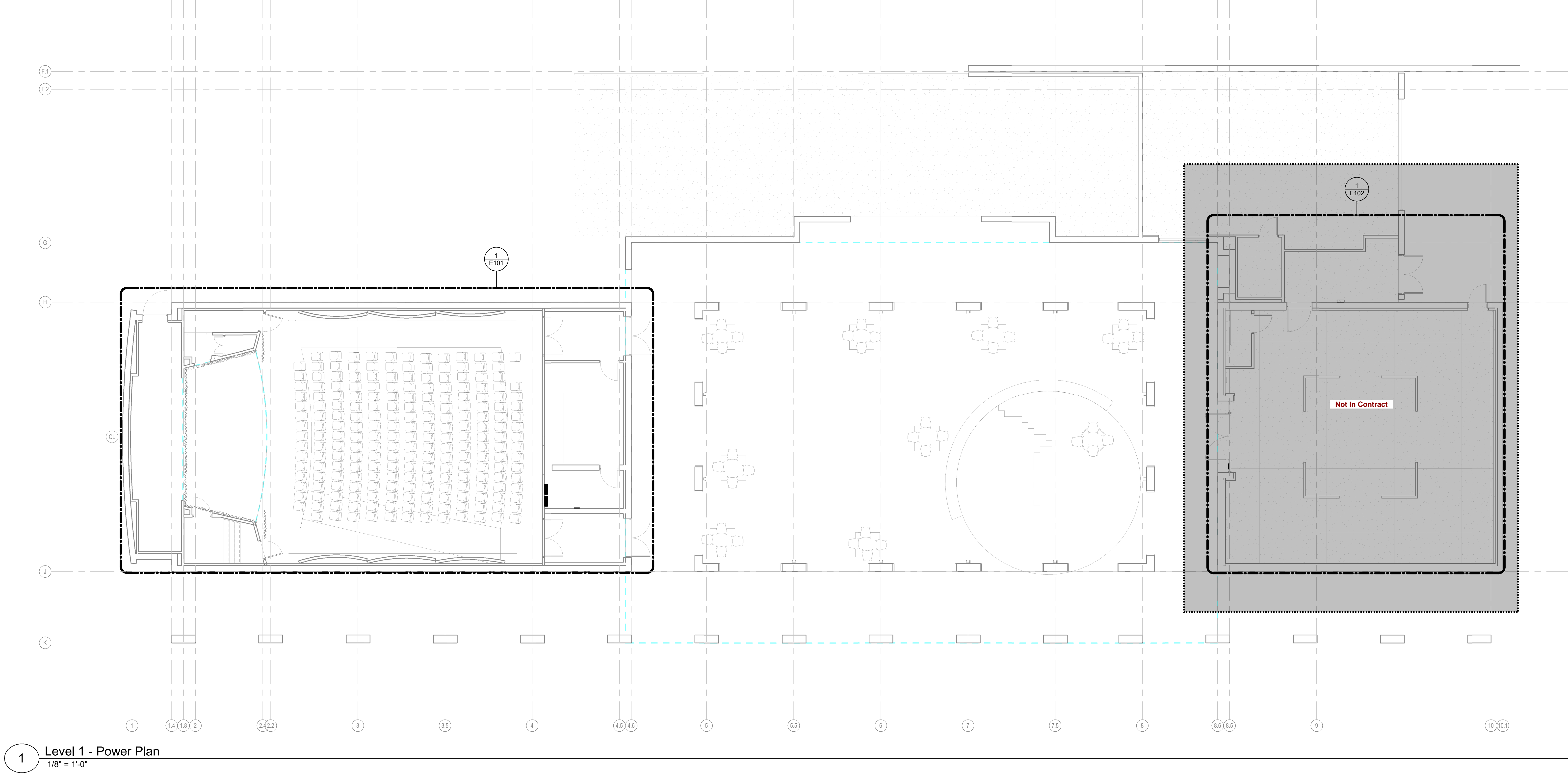
600V FEEDER SCHEDULE 3Ø 4W						
LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT
100	100A-4W	1	3#2Ø	1#2Ø	1#8	2"
125	125A-4W	1	3#3Ø	1#3Ø	1#8	2"
150	150A-4W	1	3#4Ø	1#4Ø	1#8	2 1/2"
175	175A-4W	1	3#5ØKCM	1#25ØKCM	1#8	2 1/2"
200	200A-4W	1	3#5ØKCM	1#30ØKCM	1#8	3"
225	225A-4W	1	3#5ØKCM	1#30ØKCM	1#4	3"
250	250A-4W	1	3#5ØKCM	1#30ØKCM	1#4	4"
300	300A-4W	1	3#6ØKCM	1#30ØKCM	1#4	4"
350	350A-4W	1	3#75ØKCM	1#30ØKCM	1#2	4"
400	400A-4W	2	3#8ØKCM	1#30ØKCM	1#2	3"
450	450A-4W	2	3#8ØKCM	1#30ØKCM	1#2	3"
500	500A-4W	2	3#8ØKCM	1#30ØKCM	1#10	4"
600	600A-4W	2	3#8ØKCM	1#30ØKCM	1#10	4"
700	700A-4W	2	3#8ØKCM	1#30ØKCM	1#10	4"
800	800A-4W	3	3#8ØKCM	1#30ØKCM	1#10	4"
1000	1000A-4W	3	3#75ØKCM	1#30ØKCM	1#20	4"
1200	1200A-4W	4	3#8ØKCM	1#30ØKCM	1#30	4"
1600	1600A-4W	5	3#8ØKCM	1#30ØKCM	1#40	4"
2000	2000A-4W	5	3#75ØKCM	1#30ØKCM	1#25ØKCM	4"
2500	2500A-4W	6	3#8ØKCM	1#30ØKCM	1#35ØKCM	4"
3000	3000A-4W	8	3#75ØKCM	1#30ØKCM	1#50ØKCM	4"
4000	4000A-4W	12	3#8ØKCM	1#30ØKCM	1#50ØKCM	4"

- AA-8000 ALUMINUM GENERAL NOTES:
- ALL GROUND CONDUCTORS SHALL BE STRANDED COPPER.
 - ALL CONDUIT SHALL BE EMT (INSTALLED IN INTERIOR CONCEALED SPACES) OR SCHEDULE 40 PVC (INSTALLED UNDERGROUND OR INCASED IN SLAB) UNLESS OTHERWISE NOTED.
 - ALL AMPACITIES ARE BASED UPON TABLE 310.15(B)16 OF THE 2014 N.E.C.
 - FEEDER SCHEDULES INDICATED DATA FOR CONDUCTOR RATED UP TO 600V.
 - ALL CONDUCTOR TERMINATIONS SHALL COMPLY WITH THE TERMINATION MANUFACTURER'S INSTALLATION AND TORQUING REQUIREMENTS.
 - FINAL LUG TERMINATIONS FOR AA-8000 SERIES STRANDED ALUMINUM ALLOY CONDUCTORS SHALL UTILIZE UL-468B COMPLIANT MECHANICAL FITTINGS.
 - TERMINATIONS FOR AA-8000 SERIES STRANDED ALUMINUM ALLOY CONDUCTORS SHALL INCLUDE THE USE OF OXIDE-INHIBITING COMPOUND, APPLIED AFTER THE BARE CONDUCTORS HAVE BEEN WIRE BRUSHED AND THOROUGHLY CLEANED.
 - NO BARE CONDUCTORS SHALL BE EXPOSED TO THE AIR.

LIGHTING SYMBOLS AND DESCRIPTIONS	
	SEE LUMINAIRE SCHEDULE FOR ADDITIONAL FIXTURE SYMBOLS.
	ALL WIRE SIZES FOR EXTERIOR LIGHTING SHALL BE #10AWG 3/4", UNLESS OTHERWISE NOTED.
	SWITCH, SINGLE POLE 20A, MTD 48" AFF TO TOP DEVICE: WHITE, COVERPLATE: WHITE PROVIDE 3-1/2" DEEP SINGLE GANG BOX
	SWITCH, SINGLE POLE 20A, MTD 48" AFF TO TOP DESIGNATED TO CONTROL LIGHTING AN CIRCUIT LEGS. DEVICE: WHITE, COVERPLATE: WHITE, PROVIDE MULTI-GANG BOX AS REQUIRED TO ACCOMMODATE SWITCH LEGS INDICATED. PROVIDE 3-1/2" DEEP BOX
	SWITCH, THREE WAY, 20A, MTD 48" AFF TO TOP DEVICE: WHITE, COVERPLATE: WHITE PROVIDE 3-1/2" DEEP SINGLE GANG BOX
	KEYED SWITCH, SINGLE POLE 20A, MTD 48" AFF TO TOP DEVICE: WHITE, COVERPLATE: WHITE, PROVIDE 3-1/2" DEEP SINGLE GANG BOX
	DIMMER SWITCH, MTD. 48" AFF TO TOP. PROVIDE 3-1/2" DEEP SINGLE GANG BOX.
	SPECIALTY SWITCH AS DENOTED ON PLANS. DEVICE: WHITE, COVERPLATE: WHITE MTD. 48" AFF TO TOP. PROVIDE 3-1/2" DEEP SINGLE GANG BOX.
	WALL MOUNTED VACANCY SENSOR CONTROLLED LIGHTING SWITCH WITH AUTOMATIC 'OFF' MANUAL, 'ON' AND DUAL TECHNOLOGY ULTRASONIC/INFRARED. TYPICAL DEVICE: WHITE, MTD 48" AFF TO TOP.
	WALL MOUNTED A/B SWITCHING VACANCY SENSOR CONTROLLED LIGHTING SWITCH WITH AUTOMATIC 'OFF' MANUAL, 'ON' AND DUAL TECHNOLOGY ULTRASONIC/INFRARED. TYPICAL DEVICE: WHITE, MTD 48" AFF TO TOP.
	MOTION SENSOR POWER PACK.
	CEILING MOUNTED ULTRASONIC MOTION SENSOR. DIRECTION OF COVERAGE INDICATED BY ARROWS. DEVICE: WHITE
	LIGHTING CONTROL PANEL
	LOW VOLTAGE OVERRIDE CONTROL SWITCH, LETTER DESIGNATES ZONE AND NUMBER DESIGNATES SWITCH NUMBER. MTD 48" AFF TO TOP. PROVIDE 3-1/2" DEEP SINGLE GANG BOX.
	3 GANG / MULTI-CHANNEL MASONRY WALLBOX DIMMER.
	LUMINAIRE CALLOUT:
	LUMINAIRE TYPE
	UNIQUE LUMINAIRE SYMBOL
	LIGHTING BRANCH CIRCUIT AND SWITCH LEGS
	EMERGENCY POWER SOURCE:
	'EB' IS EMERGENCY BATTERY
	'EF' IS EMERGENCY TEMPERATURE
	'EG' IS EMERGENCY GENERATOR

ELECTRICAL CONSTRUCTION DOCUMENTS GENERAL INFORMATION		
1. THE DRAWINGS CONTAINED WITHIN THESE CONSTRUCTION DOCUMENTS ARE DIAGRAMMATIC. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND CLEARANCES.	2. THE CONTRACTOR SHALL COORDINATE ALL INSTALLATIONS WITH ALL OTHER TRADES.	3. FINAL LOCATIONS OF ALL DEVICES, LIGHT FIXTURES, EQUIPMENT, ETC. SHALL BE INDICATED ON THE ARCHITECTURAL DRAWINGS. ALL DIMENSIONAL INFORMATION SHALL BE OBTAINED FROM THE ARCHITECT. NO DIMENSIONAL INFORMATION SHALL BE OBTAINED FROM ELECTRICAL DRAWINGS.
4. THESE DRAWINGS ARE SUPPLEMENTED BY PRINTED DIVISION 16 OR DIVISION 26 ELECTRICAL SPECIFICATIONS. THE COMPLETE ELECTRICAL CONSTRUCTION DOCUMENT PACKAGE CONTAINS BOTH SPECIFICATIONS AND DRAWINGS. THE CONTRACTOR SHALL OBTAIN AND REVIEW THE COMPLETE ELECTRICAL CONSTRUCTION DOCUMENT PACKAGE PRIOR TO THE COMMENCEMENT OF ANY WORK AND INCLUDE ALL COST IN THIS BID.	5. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, CALIFORNIA ELECTRICAL CODE, STATE OF CALIFORNIA ENERGY CONSERVATION STANDARDS AND ALL REQUIREMENT OF THE AUTHORITY HAVING JURISDICTION (AHJ).	6. CONTRACTOR SHALL COORDINATE ALL EQUIPMENT LOCATIONS WITH ARCHITECTURAL, MECHANICAL, STRUCTURAL, PLUMBING AND ALL APPROPRIATE DISCIPLINES.
7. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN TEAM AND/OR ENGINEER PRIOR TO THE START OF CONSTRUCTION.	8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND REPAIR OF EXISTING SURFACES, AREAS, AND PROPERTY THAT MAY BE DAMAGED AS A RESULT OF ANY ELECTRICAL DEMOLITION AND/OR NEW WORK.	9. PROVIDE WEATHERPROOF JUNCTION BOXES, CONDUIT, FITTINGS AND ENCLOSURES AT ALL EXTERIOR LOCATIONS AND ALL WET OR DAMP INTERIOR LOCATIONS. ALL EXTERIOR ENCLOSURES SHALL BE NEMA 4X OR NEMA 3R ALUMINUM (NEMA 3R STEEL ENCLOSURES ARE NOT ACCEPTABLE IN EXTERIOR LOCATIONS).
10. VERIFY UTILITY COMPANY REQUIREMENTS FOR ALL WORK INCLUDING MODIFIED OR NEW SERVICE ENTRANCES, AND INCLUDE ALL COST IN BID.	11. NOTIFY POWER UTILITY COMPANY OF ANY SIGNIFICANT LOAD INCREASE, SERVICE REVISION, SHUTDOWN OF SERVICE OR ANY RELATED WORK.	

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Project Number: 4262023.12.21.13 PM
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1 Level 1 - Power Plan
1/8" = 1'-0"

Revision Schedule		
No.	Revision	Issue Date

Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

CARLSBAD AUDITORIUM & GALLERY RENOVATION
1775 Dove Ln
Carlsbad, CA 92011

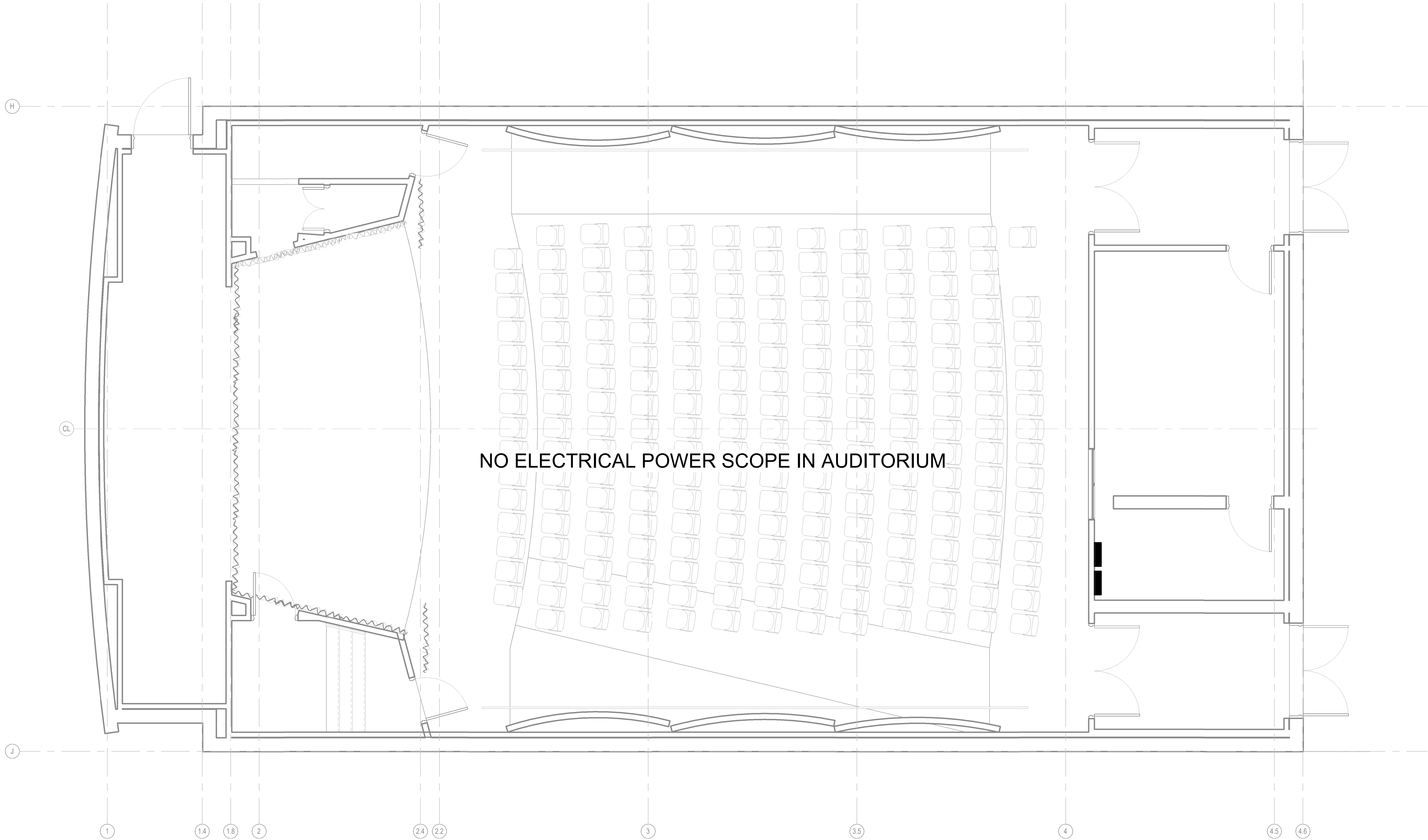
OVERALL POWER PLAN



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1 AUDITORIUM ENLARGED POWER PLAN
1/4" = 1'-0"



Revision Schedule		
No.	Revision	Issue Date

Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

CARLSBAD AUDITORIUM & GALLERY RENOVATION
1775 Dove Ln
Carlsbad, CA 92011

ENLARGED AUDITORIUM POWER PLAN



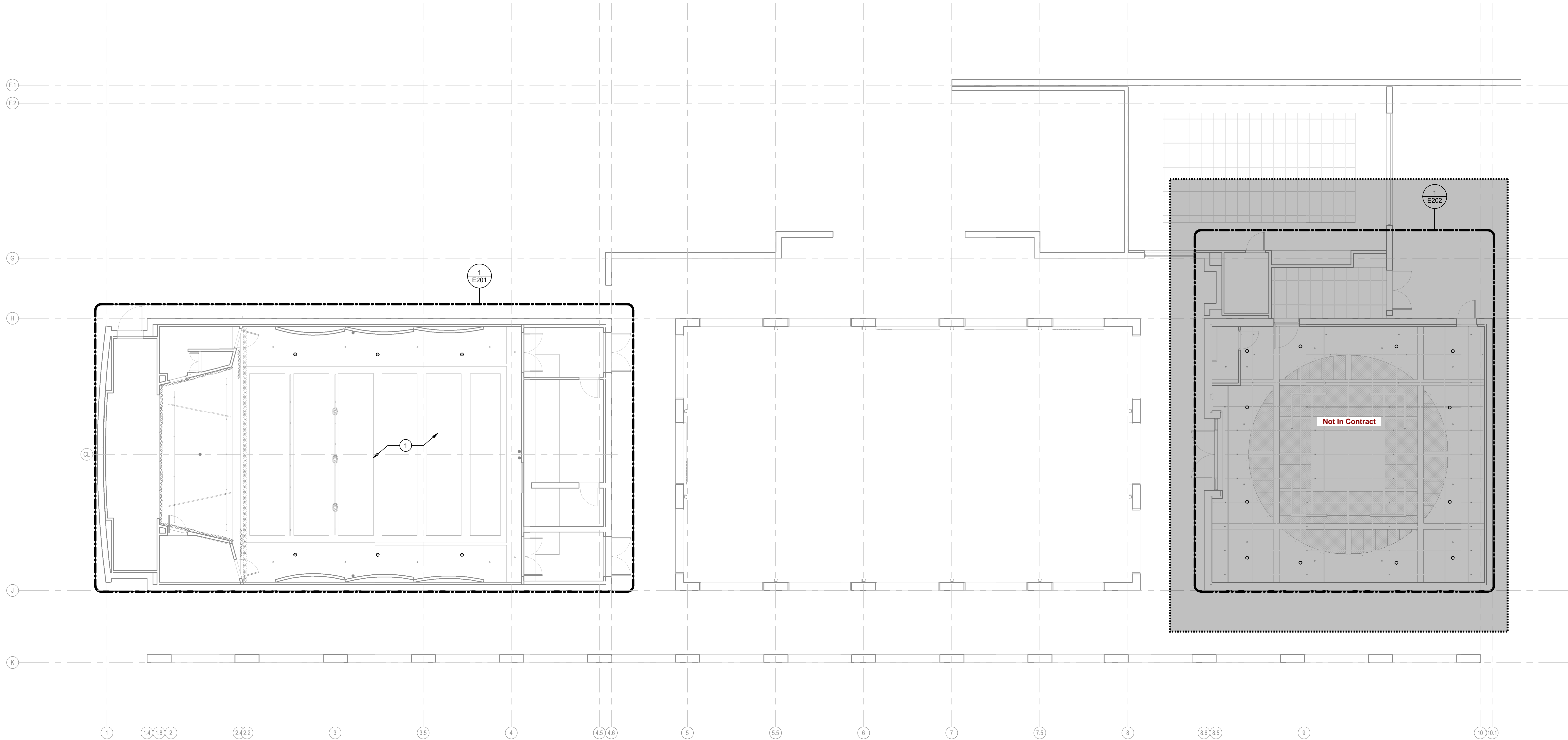
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1 GALLERY ENLARGED POWER PLAN
1/4" = 1'-0"

2 PARTIAL ROOF POWER PLAN
1/4" = 1'-0"

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Project Number: 4262023 12.21.23 PM
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1 Level 1 - Lighting Plan
1/8" = 1'-0"



KEYNOTES:
① THEATER HOUSE LIGHTING SYSTEM TO BE COMPLETELY RENOVATED AND IS A REDUCTION IN LIGHTING POWER WATTAGE. USE EXISTING CIRCUITS TO RECONNECT NEW LIGHTS TO EXISTING HOUSE LIGHTING CONTROL SYSTEM. INCLUDE ALL COSTS FOR PROGRAMMING NEW LIGHTING FIXTURES INTO EXISTING LIGHTING CONTROL SYSTEM.

Revision Schedule		
No.	Revision	Issue Date

Drawing Set Issue Schedule		
Description		Issue Date
Construction Documents		28 Nov 2023

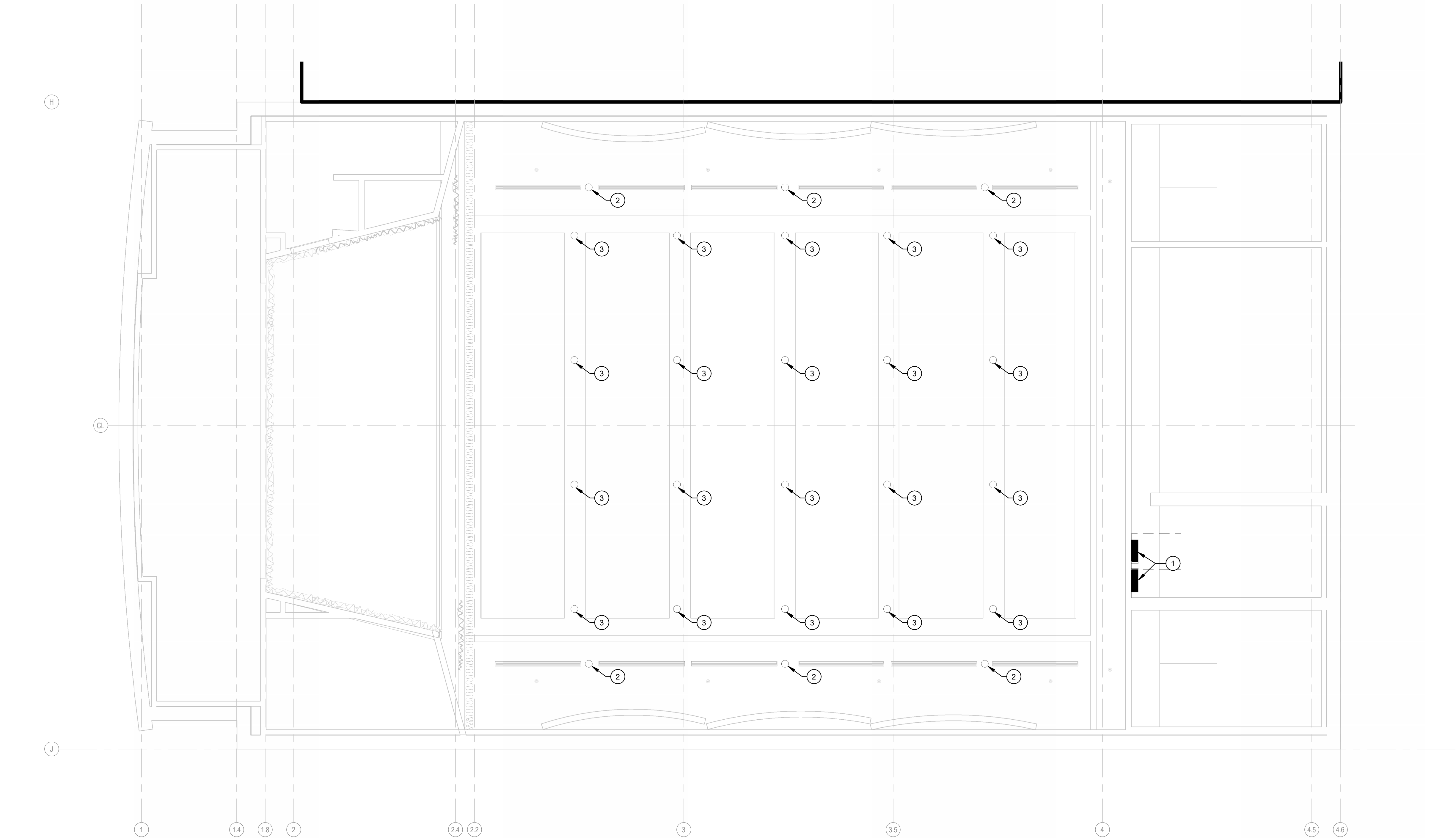
CARLSBAD AUDITORIUM & GALLERY RENOVATION
1775 Dove Ln
Carlsbad, CA 92011

OVERALL LIGHTING PLAN



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E200



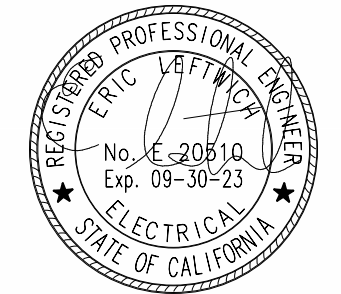
1 AUDITORIUM ENLARGED LIGHTING PLAN
1/4" = 1'-0"

- KEYNOTES:
- 1 EXISTING TO REMAIN THEATRICAL LIGHTING CONTROL SYSTEM. REFER TO AV CONSULTANT PLANS FOR MORE INFORMATION. FIELD-VERIFY EXACT LOCATION.
 - 2 PROVIDE NEW LIGHT FIXTURE, GOTHAM EVO 6" WITH 4000 LUMENS, DMX DRIVER IN RETROFIT HOUSING (MODEL NUMBER: EVO6R-35-40-AR-MWD-LSS-MVOLT-EDXB-NLT, OR APPROVED EQUAL. NEW RECESSED LIGHT FIXTURE WITH DMX CONTROL TO REPLACE EXISTING CAN LIGHT IN SAME LOCATION AS EXISTING FIXTURE INDICATED. PROVIDE DMX CONTROL CABLING IF REQUIRED BY EXISTING CONDITIONS.
 - 3 USE EXISTING CIRCUITS TO RECONNECT NEW LIGHTS TO EXISTING HOUSE LIGHTING CONTROL SYSTEM AND POWER. PROVIDE RETROFIT LIGHT FIXTURE SPECTRUM LIGHTING ESTIMATOR COLLECTION WITH 2000 LUMENS, MODEL NUMBER: RTBES-20L-35K-DX, OR APPROVED EQUAL. ARCHITECT TO SELECT FINISH.

Revision Schedule		
No.	Revision	Issue Date

Drawing Set Issue Schedule		
Description	Issue Date	
Construction Documents	28 Nov 2023	

CARLSBAD AUDITORIUM & GALLERY RENOVATION
1775 Dove Ln
Carlsbad, CA 92011



ENLARGED AUDITORIUM LIGHTING PLAN

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ENLARGED GALLERY LIGHTING PLAN

Revision Schedule	
No. Revision	Issue Date

Drawing Set Issue Schedule	
Description	Issue Date
Construction Documents	28 Nov 2023

KEYNOTES:

- ① PROVIDE NEMA 5-20R DUPLEX RECEPTACLE FOR LIGHTING PIPE BOX. COORDINATE MOUNTING AND FINAL LOCATION WITH AV CONSULTANT FOR INSTALLATION.
- ② PROVIDE NEW LIGHT FIXTURE, GOTHAM EVO 6" W/ 4000 LUMENS, DMX DRIVER IN RETROFIT HOUSING (MODEL NUMBER: EVO6R-40-45-WW-LSS-MVOLT-EDXS-NLT, OR APPROVED EQUAL. NEW RECESSED LIGHT FIXTURE WITH DMX CONTROL TO REPLACE EXISTING CAN LIGHT IN SAME LOCATION AS EXISTING FIXTURE INDICATED. PROVIDE DMX CONTROL CABLEING IF REQUIRED BY EXISTING CONDITIONS.

1 GALLERY ENLARGED LIGHTING PLAN
1/4" = 1'-0"

A.I.C. Rating: 22KAIC
Bus Raing: 250A
MCB Rating: 250A 3P

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT		
1	LIGHTING WALL PANEL DUPLEX RECEPT.	20 A	1	1000 VA	1200 VA		1	20 A	GALLERY LIGHTING RECEPT.	2		
3	LIGHTING WALL PANEL DUPLEX RECEPT.	20 A	1		1000 VA	1200 VA		1	20 A	GALLERY LIGHTING RECEPT.	4	
5	LIGHTING WALL PANEL DUPLEX RECEPT.	20 A	1				1	20 A	GALLERY LIGHTING RECEPT.	6		
7	LIGHTING WALL PANEL DUPLEX RECEPT.	20 A	1	1000 VA	1200 VA		1	20 A	GALLERY LIGHTING RECEPT.	8		
9	AV CABINET	20 A	1		500 VA	1200 VA		1	20 A	GALLERY LIGHTING RECEPT.	10	
11	ROOF - MECHAINCAL EQUIP. CU-1	25 A	2			1500 VA	800 VA	1	20 A	GALLERY LIGHTING RECEPT.	12	
13	-	-	-	1500 VA	0 VA			1	20 A	SPARE	14	
15	SPARE	20 A	1		0 VA	0 VA		1	20 A	SPARE	16	
17	SPARE	20 A	1				0 VA	0 VA	1	20 A	SPARE	18
19	SPARE	20 A	1	0 VA	0 VA				1	20 A	SPARE	20
21	SPARE	20 A	1		0 VA	0 VA			1	20 A	SPARE	22
23	SPARE	20 A	1				0 VA	0 VA	1	20 A	SPARE	24
25	SPARE	20 A	1	0 VA	0 VA				1	20 A	SPARE	26
27	SPARE	20 A	1		0 VA	0 VA			1	20 A	SPARE	28
29	SPARE	20 A	1				0 VA	0 VA	1	20 A	SPARE	30
31	SPARE	20 A	1	0 VA	0 VA				1	20 A	SPARE	32
33	SPARE	20 A	1		0 VA	0 VA			1	20 A	SPARE	34
35	SPARE	20 A	1				0 VA	0 VA	1	20 A	SPARE	36
37	SPARE	20 A	1	0 VA	0 VA				1	20 A	SPARE	38
39	SPARE	20 A	1		0 VA	0 VA			1	20 A	SPARE	40
41	SPARE	20 A	1				0 VA	0 VA	1	20 A	SPARE	42
Total Load:				5900 VA	3900 VA	4500 VA						
Total Amps:				50 A	33 A	38 A						
Load Classification		Connected Load		Demand Factor		Estimated Demand		Panel Totals				
Power		7500 VA		100.00%		7500 VA		Total Conn. Load: 14300 VA				
Misc Power		6800 VA		100.00%		6800 VA		Total Est. Demand: 14300 VA				
								40 A				
								Total Est. Demand: 40 A				
Notes:												

Not In Contract



**CITY OF CARLSBAD
CONTRACT DOCUMENTS**

FOR:

Ruby G. Schulman Auditorium Audiovisual Update

Project No. 4753
PWS24-2264FAC

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

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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. (PST), on February 8, 2024** through the online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov/contracting)) for the construction of the Work entitled:

**RUBY G. SCHULMAN AUDITORIUM AUDIOVISUAL UPDATE
CONTRACT NO. PWS24-2264FAC
Project No. 4753**

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: The Ruby G. Schulman Auditorium is located at the Carlsbad City Library, 1775 Dove Lane in Carlsbad, CA 92011. The City desires to upgrade the audiovisual and lighting systems as detailed in the contract documents.

3. COMPLETION OF WORK.

The city anticipates awarding this project in April 2024 but waiting until the summer of 2024 to perform the work on site, thereby allowing some time for material submittals/approvals and procurement. With this plan, the Contract Time has been established as 150 working days to allow 70-80 working days for material submittals/approvals and procurement (April to June) and 60-70 days for work on site (June to September). The Contract Time shall begin as specified in the Notice to Proceed.

The Engineers' estimate for this Project is \$1,328,000.

4. OPENING AND AWARD OF BIDS.

Agency shall consider awarding the Contract for the Project to the lowest responsive, and 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 Class B, General Building Contractor, 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 **January 23, 2024, at 11 a.m. (PST)**. Bidders will have the opportunity to walk the project area.

Address: **1775 Dove Lane in Carlsbad, CA 92011**

Representatives of the Agency and consulting engineers and architects, if any, will be present. Relevant questions asked by Bidders at the Pre-Bid Conference about matters not specifically addressed within the Contract Documents shall be submitted in writing through the bidding portal. Such questions will be answered in writing and sent to all Bidders present at the Pre-Bid Conference and will be posted on the online bidding portal. Bids will not be accepted from any bidder who did not attend the 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://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 **January 30, 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/contracting-purchasing)). 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.

During the bidding period, 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 (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 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 (ten or more minutes after the Conference has started) or who do not sign the "Sign-In" sheet, may be disqualified from the bidding process.

Representatives of the Agency and its consultants, if any, will be present to the extent possible. Relevant questions asked by Bidders at the Pre-Bid Conference about matters not specifically addressed within the Contract Documents shall be submitted in writing through the bidding

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

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)

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 80 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 twenty percent (20%) 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, Bidders will 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. 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.

Section not used.

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 sum of the Schedule A and Schedule B Bid prices. 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. 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 is 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: Ruby G. Schulman Auditorium Audiovisual Update

CONTRACT NO.: PWS24-2264FAC

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)

1. BID SCHEDULE

Schedule "A" per GENERAL AND TECHNICAL SPECIFICATIONS, PROJECT MANUAL AND PLANS				
Item No.	Item Description	Unit of Measure	Unit Price	Total Price Schulman Auditorium
A-1	Mobilization (See Contract Section 7-3.4)	LS	N/A	
A-2	General Provisions (including weekly clean up and debris removal) to be billed monthly	LS	N/A	
A-3	Selective demolition	LS	N/A	
A-4	Drywall work and architectural finishes	LS	N/A	
A-5	Plumbing work scope	LS	N/A	
A-6	Painting work scope	LS	N/A	
A-7	Audio Visual work scope (inclusive of removal and installation work)	LS	N/A	
A-8	Lighting work scope (inclusive of removal and installation work)	LS	N/A	
A-9	Electrical work scope (inclusive of removal and installation work)	LS	N/A	
A-10	Mechanical work scope (inclusive of removal and installation work)	LS	N/A	
A-11	Commissioning of new systems	LS	N/A	
A-12	Punchlist work scope and completion	LS	N/A	\$20,000
A-13	Closeout documents (complete with warranties and Operations and Maintenance manuals	LS	N/A	\$10,000

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

The TOTAL BID PRICE on Bid Schedule "A "

Total Bid Price in Numbers for Schulman Auditorium: _____

Total Bid Price in Words for Schulman Auditorium: _____

The City shall determine the low bid based on the sum calculated above in Schedule "A".

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.

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.

3. 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: Ruby G. Schulman Auditorium Audiovisual Update

CONTRACT NO.: PWS24-2264FAC

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)

(Title and Organization of Signatory) (address of Surety)

(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: Ruby G. Schulman Auditorium Audiovisual Update

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: Ruby G. Schulman Auditorium Audiovisual Update

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 No. / Exp. Date	Type of Work to be done by Subcontractor	% of Work	Amount of Work by Subcontractor in Dollars*

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: Ruby G. Schulman Auditorium Audiovisual Update
CONTRACT NO.: PWS24-2264FAC

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:

12. List Trade/Client References: 3 trades (projects over \$100k) and 3 clients (projects over \$1M)
attach additional sheet if needed.

	Company Name	Contact Name	Phone Number	Email Address
Trade \geq \$100k				
Trade \geq \$100k				
Trade \geq \$100k				
Client > \$1M				
Client \geq \$1M				
Client \geq \$1M				

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

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

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

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

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 committed to 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: Ruby G. Schulman Auditorium Audiovisual Update

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 they have full power to execute, and do 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: Ruby G. Schulman Auditorium Audiovisual Update

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: Ruby G. Schulman Auditorium Audiovisual Update

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 \(ca.gov\)](https://www.dir.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: Ruby G. Schulman Auditorium Audiovisual Update

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: Ruby G. Schulman Auditorium Audiovisual Update

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: Ruby G. Schulman Auditorium Audiovisual Update

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. 4753 ("Contract") is made and entered into this _____ day of _____, 2023, by and between the City of Carlsbad ("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: Ruby G. Schulman Auditorium Audiovisual Update

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 150 working 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.

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NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)
CONTRACTOR

City of Carlsbad

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: _____

Deputy 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 PWS24-2264FAC, Project No. 4753, Ruby G. Schulman Auditorium Audiovisual Update (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.

This payment surety bond may be approved as to form by 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: _____
Deputy 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 PWS24-2264FAC, Project No. 4753, Ruby G. Schulman Auditorium Audiovisual Update (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:

(name of Contractor)

By: _____
(sign here)

(print name here)

(title and organization of signatory)

SURETY:

(name of Surety)

(address of Surety)

(telephone number of Surety)

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: _____
Deputy City Attorney

END OF SECTION

00 61 30 OPTIONAL ESCROW AGREEMENT

NAME OF PROJECT: Ruby G. Schulman Auditorium Audiovisual Update

NAME OF BIDDER: _____

This Escrow Agreement is made and entered into by and between the City of Carlsbad, Carlsbad, California, 92008 ("Agency"), _____ whose address is _____ ("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 Ruby G. Schulman Auditorium Audiovisual Update 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: _____
Deputy 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 AND DEFINITIONS, ABBREVIATIONS AND INSTITUTIONS

1-1 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.

1-2 TERMS AND DEFINITIONS

Where applicable ADD/REPLACE the following:

1. **Agency** - The City of Carlsbad, 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, which approval shall not be unreasonably withheld.
3. **Agency Forces** – City of Carlsbad employees who coordinate construction work.
4. **Agency Supplement** - 00 73 00 Agency Supplemental General 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 CAD 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.
13. **Business Day** - See Working Day.
14. **Calendar Day** – Every day on the calendar, including weekends and holidays.
15. **City** - The term “City” or “the City” means, City of Carlsbad. See also Agency.
16. **City Council** - The legislative body that governs the City of Carlsbad and has the authority to pass ordinances and appropriate funds.
17. **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.

18. **City Manager** – The appointed official who directs the administration of the City of Carlsbad, and the last appeal level for informal dispute resolution.
19. **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.
20. **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 Construction Manager.
21. **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."
22. **Contract** – The written agreement between the Agency and the Contractor covering the Work.
23. **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.
24. **Contract Time** - The number of Working Days to complete the Work as specified in the Contract Documents.
25. **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.
26. **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.
27. **Days** – Days shall mean consecutive calendar days unless otherwise specified in this Contract.
28. **Defective Work** - Work that does not conform to the Contract Documents.
29. **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.

- 30. **Deputy City Engineer** – For this project, this capacity will be served by the Public Works Manager.
- 31. **Dispute Board** – Persons designated by the City Manager of the City of Carlsbad, to hear and advise the City Manager on claims submitted by the Contractor.
- 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 fourth 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. 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. **Field Book** - The Agency field maps showing sewer and water facilities.
- 38. **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.
- 39. **Final Payment** - The last payment for the Contract made to the Contractor, excluding Retention.
- 40. **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.
- 41. **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.

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

Commented [JH1]: Confirm holiday language before posting.

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.

43. **Minor Bid Item** – a single contract item constituting less than 10 percent (10%) of the original Contract Price bid.
44. **Normal Working Hours** - Unless specified otherwise, Normal Working Hours core periods shall be 8:00 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.
45. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Work has been completed to the satisfaction of the Construction Manager and accepted by the Agency.
46. **Notice to Proceed (NTP)** - A written notice to proceed with the work of the contract as mutually agreed in the Preconstruction Meeting.
47. **Party or Parties** - The Agency, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to the Contract.
48. **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.
49. **Prime Contractor** - See Contractor.
50. **Project Inspector** – the Engineer's designated representative for inspection, Contract administration and the first level for informal dispute resolution. For this project, this capacity will be fulfilled by the Construction Manager.
51. **Project Site (Site)** - Areas where the Work is performed pursuant to the Contract.
52. **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.

53. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when the Contractor considers that the Contract Work and associated Services are complete.
54. **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.
55. **Red-lines** - Plans with annotations of changes made during construction to reflect the actual improvements or facilities built during construction whether concealed or visible.
56. **Retention** - The amount withheld from the money due to the Contractor in accordance with 7-3.2, "PARTIAL AND FINAL PAYMENT."
57. **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.
58. **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.
59. **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.
60. **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.
61. **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.
62. **Supplemental Provisions** – See Agency Supplement.
63. **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.
64. **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.
65. **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.

66. Work Site - See Project Site (Site).

1-3 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
CL	Centerline
CMS	Content Management System Database
CNC	Computer Numerical Control
CRI	Color Rendering Index
DBE	Disadvantaged Business Enterprise
DCE	Data Computer Equipment
DG	Decomposed Granite
DVBE	Disabled Veteran Business Enterprise
DWT	Detectable Warning Tiles
EOW	Engineer of Work
FRP	Fiberglass Reinforced Plastic
GFE	Good Faith Effort
GMT	Greenwich Mean Time
GPS	Global Positioning System
LCD	Liquid Crystal Display
M&M	Maintenance and Monitoring
MMC	Mitigation and Monitoring Coordination
NC	Not Connected, Normally Closed
NEPA	National Environmental Policy Act of 1969
NOC	Notice of Completion
NPDES	National Pollutant Discharge Elimination System
NTP	Notice to Proceed
OC	On Center

PB	Pull Box
PL	Property Line
RFP	Request for Proposal
RFI	Request for Information
SOW	Statement of Work, Scope of Work
SOV	Schedule of Values
SPDT	Single Pole Double Throw
SSD	Surge Suppression Devices
UF	Underground Feeder
VAC	Volts AC
VPC	Vitrified Polymer Composite
WBE	Women Business Enterprise

1-3.3 INSTITUTIONS.

ADD the following:

ANSI	American National Standards Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
NFPA	National Fire Protection Association
PCI	Prestressed Concrete Institute
SANDAG	San Diego Association of Governments
UL	Underwriters' Laboratories Inc.
USGS	United States Geological Survey

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.

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

ADD the following:

2-2 PERMITS, FEES, AND NOTICES

2-2.1 Building Permits.

1. The Contractor shall obtain the required building permits from Agency's permitting departments. Any prior approval obtained for the Plans shall not in any way waive this requirement. The building permit fee has been paid for and only requires Contractor information and pickup.
2. Request inspections in accordance with the building codes in effect on the permitted Plans and by City's Development Services Department, Building Division-. 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.

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. While the Contractor may use building electrical power for the operation of small tools, the Contractor shall furnish, install, maintain, and remove all temporary utility extension services, such as light, power, electrical, gas, and water, at its own expense for construction and maintenance activities until acceptance of Work. These utility extension services, include piping, wiring, lamps, and other equipment necessary for the Work.
2. 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 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. Not Used

2-7.3 Payment – Increases of More than 50 Percent. Not Used

2-7.4 Payment – Decreases of More than 50 Percent. Note Used

2-7.5 Stipulated Unit Prices. Not Used

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 in Schedule A of Section 00 41 00 BID FORM above. The Schedule A will be used for the purpose of monthly progress payments and the schedule of values will be used for the purpose of describing the categories of work included in each line item. The line item totals in the schedule of values shall be equal to the line item lump sum values for each bid item shown in Schedule A.

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 in the payment application following the resolution of 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:

- iv. Construction Manager
- v. Fleet and Facilities Project Manager
- vi. Public Works Manager
- vii. Engineer
- viii. 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 Public Works Manager for claims less than \$50,000 and/or up to the City Manager for the City of Carlsbad 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. 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, 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 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 20 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 20 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/Project Manual
 - 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. 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.
2. Fiber Optic and Wi-Fi Device Red-lines: Fiber Optic and Wi-Fi Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
- a. Locations and depths of underground utilities.
 - b. Revisions to the routing of piping and conduits.
 - c. Actual equipment locations.
 - d. Pull Boxes.
 - e. Electrical Meter, including meter address.
 - f. Items abandoned in place.

3-7.3.3 Payment.

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

3-8 SUBMITTALS

3-8.1 General

Add the following:

1. 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.
2. 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.

3. 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.
4. 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.
5. All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal using Figure P-01300-2. 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.
6. Engineer will not accept submittals from any entity except but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
7. 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.
8. 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.

9. 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.
10. 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.

3.8.1.2 Resubmittal of Drawings and Data

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

3-8.1.3 Color Selection

1. 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.

3-8.1.4 Operations and Maintenance Data and Manuals

1. 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.

2. Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.
3. Operation and maintenance manuals shall include the following:
 - a) Equipment function, normal operating characteristics, and limiting conditions.
 - b) Assembly, installation, alignment, adjustment, and checking instructions.
 - c) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - d) Lubrication and maintenance instructions.
 - e) Guide to troubleshooting.
 - f) Parts lists and predicted life of parts subject to wear.
 - g) Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
 - h) Test data and performance curves, where applicable.
4. 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.
5. 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.
6. All material shall be marked with Project identification, and inapplicable information shall be marked out or deleted.
7. Shipment of equipment will not be considered complete until all required manuals and data have been received.

3-8.1.5 Electronic Operations and Maintenance Manuals

1. 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.
2. 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.

3. Documents prepared in PDF format shall be processed as follows:

Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.

- a) Of material to update the manual provided by the manufacturer. Pages shall be rotated for viewing in proper orientation.
- b) A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
- c) Embedded thumbnails shall be generated for each completed PDF file.
- d) The opening view for PDF files shall be as follows:
- e) Initial View: Bookmarks and Page
- f) Page Number: Title Page (usually Page 1)
- g) Magnification: Set to Fit in Window
- h) Page: Single Page
- i) Where the bookmark structure is longer than 1 page, the bookmarks shall be collapsed to show the chapter headings only.
- j) 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.
- k) Drawings shall be bookmarked individually.
- l) Files shall be delivered without security settings to permit editing, insertion and deletion

3-8.1.6 Labeling

1. At a minimum, the following information shall be included on all final O&M manual materials, including thumb drives and hard copy manuals:

- a) Equipment name and/or O&M title spelled out in complete words.
- b) Project Name.
- c) Agency Project/Contract Number.
- d) Specification Section Number. Example: "Section 15 55 00"
- e) Manufacturer's name.
- f) File Name and Date.

3-8.4 Supporting Information

ADD the following:

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 3-8.4 shall be included in the various Bid items and no additional payment will be made.

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.

3-12 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. 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.
4. 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.
5. 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.
6. 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.

7. Work Site maintenance is considered incidental to the items of work that they are associated therewith, and no additional payment will be made.
8. 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.
9. 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.
10. 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.
11. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
12. 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.
13. 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.
14. 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.
15. 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.

16. Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all utility extension services of 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 utility extension services for 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.

3-12.6.5 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.

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. Remove temporary facilities from the Site.
 - f. Thoroughly clean the Site and remove all mark-outs.
2. The Construction Manager serving as the Project 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 no more than 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.

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 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.

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.
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.

ADD 3-14 SITE ACTIVITIES BY THE AGENCY OR SEPARATE CONTRACTORS

3-14.1 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.

3-14.2 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.

3-14.3 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.

3-14.4 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.

3-14.5 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.

3-14.6 Payment.

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

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. 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](#).
3. 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.

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.

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.

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. 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.

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. If requested by the Agency, 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 8:00 AM and 5:00 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.

5-7.7 Security and Protective Devices. 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 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 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. Payment for the initial creation and monthly maintenance of the Construction Schedule shall be included in the Contract Price and no separate payment will be made, therefore. The approval of each monthly payment application will be made following the Engineer's approval of the updated monthly schedule update for that month. Such approval shall require that necessary edits to previous monthly schedule updates are corrected.

6-2 PROSECUTION OF WORK

ADD the following:

1. As soon as possible under the provisions of the Contract, the Contractor shall start 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 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 6-2.2 Moratoriums.

1. When moratorium periods are specified in the Special Provisions, Contractor shall stop Work and completely demobilize all construction related activity, equipment, and materials within the stated limits prior to the beginning of the moratorium periods at no additional cost to the Agency. The Contractor shall complete any Work that has been started prior to the start of the moratorium.
2. Contractor shall restore and clean the Site prior to each moratorium. The Contractor shall not leave equipment, materials, or traffic control on the Site during the moratorium periods. Trenches shall be backfilled during moratorium periods. Temporary resurfacing or steel plate covers over trenches shall not be used.
3. The payment for complying with moratorium requirements shall be included in the Contract Bid. Contractor shall not be entitled to any additional costs for repeated mobilization and demobilization to continue the Work after the moratorium periods.

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. 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.
5. 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.

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 Construction Manager shall document the CPM justified Contract Time extension. 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 Construction Manager's CPM justified extension 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.

6-7 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.

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. 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	Liquidated Damage Daily Amount
\$100,000 and more	\$1,000

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 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

7-2 LUMP SUM WORK

ADD 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. The total value for the work described in the contract documents shall be shown in the SOV with category totals reflective of those values presented in Section 00 41 00 BID FORM, Bid Schedule A and B in the contract.
2. The SOV shall:
 - a) Subdivide the Work into its respective parts.
 - b) Include values for all items comprising the Work.
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 develop the SOV independently but simultaneously with the development of the Schedule activities and logic. Incorporate phase funding impacts, if applicable, into the Schedule.
5. The Contractor shall break down the Work not specifically included in the Bid as necessary for establishment of cost and Schedule activity.
6. The Contractor shall update and submit these listings in conjunction with the monthly Schedule update submittals.
7. 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.
8. 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.
9. 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.
10. 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 7-3.2.1 Application for Progress Payment.

1. Using Application for Payment Form provided by Engineer, and 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 Construction Manager, 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. Monthly schedule updates must be submitted for Engineer's approval on monthly basis also and payment application approval will be contingent on schedule update approval.
3. 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 completed Contract and 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 review. Should the Contractor assert that additional payment is due, the Contractor shall within 10 Calendar Days of receipt of the progress estimate, submit adequate justification supporting the amount of supplemental payment request to

the Engineer. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. Progress payments shall be signed, and the date of the invoice shall be the date that the invoice is submitted.
9. 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.
10. 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 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 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 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.
 - e. Failure to address punch list items in reasonable timeframe.
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. Lack of monthly schedule updates incorporating noted edits from previous monthly schedule updates.
 - f. Failed inspections or re-inspections paid by the Agency.

7-3.3 Delivered Materials

ADD 7-3.3.1 [Payment for Stored Materials on Site.](#)

ADD 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 within the month payment is requested.
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 7-3.3.1.2 Payment for Stored Materials Offsite.

1. The payment of materials and equipment delivered and stored offsite in a bonded warehouse 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 bonded 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 Ruby G. Schulman Auditorium Audiovisual Update 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.

ADD 7-3.9 Field Orders. 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. Non-direct 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.

7-4.2.3 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.

7-4.2.5 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.

END OF SECTION

SECTION 2

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, 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 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.
- c. The Contractor shall provide a copy of the permit or license to the Agency prior to performing the Work requiring the permit or license.
- d. Contractor shall pay for all fees applicable to Contractor's operations.
- e. 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.
- f. The Contractor shall pay all business taxes or license fees 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.
- g. 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.
- h. The Agency will obtain for the Contractor, the following:
 1. CEQA Notice of Exemption
 2. NEPA documents
 3. City of Carlsbad Building Permit

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 PAYMENT (Not Used)

1.03 WATER (Not Used)

1.04 POWER

- a. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or for any other use by Contractor. Temporary heat and lighting shall be maintained until the Work is accepted.
- b. Construction Operations. Each Contractor shall provide all power for operation of its plant and equipment, or for any other use, except building heating and lighting. All building heating and lighting shall be provided under Contract.
- c. 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.
- d. 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 the XXX building, 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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. Power will be available at 120 volts, 60 Hz, single phase and 240/ 480 volts, 60 Hz, 3 phase.
 4. 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.
 5. 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.
- i. 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 (Not Used)

1.06 VOICE AND DATA SERVICES (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 (Not Used)

1.10 FENCES (Not Used)

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 (Not Used)

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 (Not Used)

1.16 PARKING

- a. Contractor parking will be allowed on the south side of the library (behind the Schulman Auditorium) but specific location and limits of contractor parking area, will be determined by the City. Contractor parking area will be for the use of all workers and others performing Work or furnishing services in connection with the Project, to minimize potential interference with public traffic or Agency's operations.

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. Selective demolition work subject to creating dust 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 (Not Used)

1.20 EROSION CONTROL (Not Used)

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 CONTROL (NOT USED)

1.23 RODENT CONTROL (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AGENCY TECHNICAL SPECIFICATIONS / PROJECT MANUAL

See Contract Drawings – technical specifications are provided on drawings sheets.